

TRANSNET NATIONAL PORTS AUTHORITY
TENDER NUMBER: TNPA/2023/09/0002/42116/RFP
DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND
COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12)
MONTHS

Transnet National Port Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY,
INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE
TOWN FOR A PERIOD OF TWELVE (12) MONTHS**

RFP NUMBER	: TNPA/2023/09/0002/42116/RFP
ISSUE DATE	: 04 April 2024
COMPULSORY BRIEFING SESSION	: 16 April 2024 @11h00
CLOSING DATE	: 06 May 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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The Tender

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS
TENDER DOWNLOADING	This Tender may be downloaded directly from these websites: ALL FREE OF CHARGE 1. National Treasury e-Tender Publication Portal at www.etenders.gov.za, 2. Transnet e-Tender Publication Portal website at https://transnetetenders.azurewebsites.net (Please use Google Chrome to access Transnet link), and 3. CIDB website https://www.cidb.org.za/cidb-tenders/currenttenders/
COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at 34 South Arm Road, HR/Procurement Building, Procurement Boardroom on the 16th of April 2024, at 11:00am [11 O'clock in the morning] for a period of ± two (2) hours. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. Thereafter, a site walk will take place and the following to be observed.



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	• Tenderers to provide own transportation and accommodation (if required). • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. The relevant persons attending the meeting must ensure that their identity documents, passports, or driver's licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	16:00 on (06 May 2024) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

a) The Transnet e-Tender Submission Portal can be accessed as follows:

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;


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-
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

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- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-21], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

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- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

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

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
	Part T: The Tender
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance

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		C1.2 Contract data (Part 1 & 2)
		C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Scope of Works
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Manger
	Name:	Mbaliyamaswazi Maqekeni
	Address:	Transnet National Ports Authority TNPA Building 34 South Arm Road Port of Cape Town 8001
	Tel No.	
	E – mail	TNPATenderEnquiriesCPT@transnet.net

- C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
Whether the Bid has been lodged on time
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
Verify the validity of all returnable documents
Verify if the Bid document has been duly signed by the authorised respondent

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting.

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also required to bring their RFP document to the clarification meeting and have their returnable document **T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness
Whether any general and legislation qualification criteria set by Transnet, have been met
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule (Part 2: Pricing Data)
Whether the Bid contains a Form of Offer and Acceptance. (C1.1: Form of Offer & Acceptance)
Whether the Bid materially complies with the scope and/or specification given (Part C3: Scope of Work)
Eligibility in terms of the Construction Industry Development Board (CIDB) grading 8CE or 8SQ or higher. (T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation)

TECHNICAL PRE-QUALIFICATION CRITERIA - RESPONDENTS ARE REQUIRED TO SUBMIT WITH THIS RFP:

1. Valid Registration with SACPCMP shall be submitted for the following personnel:
 - Construction Health and Safety Officer
2. Valid Registration with SACPCMP shall be submitted for the following personnel:
 - Construction Manager

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

- 2.1. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, designation of **8CE or 8SQ or higher** class of construction work, are eligible to have their tenders evaluated.

2.2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- 2.2.1. every member of the joint venture is registered with the CIDB;
- 2.2.2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- 2.2.3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an **8CE or 8SQ or higher** class of construction work or a value determined in accordance

with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

2.2.4. The tenderer shall provide a certified copy of its signed joint venture Agreement

Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.

3. Stage Three - Functionality: Minimum Threshold 60 points

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60 points**.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below and returnable Evaluation Schedules T2.2-03 to T2.2-09 .

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

The functionality criteria and maximum score in respect of each of the criteria are as follows and shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-03 Project Organogram, Curriculum Vitae of Key People, Qualifications
- T2.2-04 Tenderer's Previous Experience
- T2.2-05 Programme
- T2.2-06 Health and Safety Requirements
- T2.2-06A Health and Safety Questionnaire
- T2.2-06B: Health and Safety Cost Breakdown
- T2.2-07 Method Statement

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- T2.2-08 Quality Expectations
- T2.2-09 Environmental Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, & 100. The scores of each of the evaluators will be averaged, weighted and totalled to obtain the final score for functionality. (See CIDB Inform Practice #9).

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore be considered for further evaluation.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: Name of Tenderer:

Contact person and details:

The Tender Number:

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AND COMMISSIONING OF SECURITY FENCING
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Documents must be marked for the attention
of: ***Employer's Agent:***

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

C.2.15 The closing time for submission of tender offers is:
Time: **16:00** on the **06 May 2024**

Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks from closing date**. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **60**

The procedure for the evaluation of responsive tenders is Functionality, Price

and Preference:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

C.3.11. 4. Stage Four – Specific Goals

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals- scorecard	10
TOTAL SCORE:	100

Up to 10 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

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Specific Goals	Number of points (10)
B-BBEE Status Level of Contributor 1 or 2	2.00
The promotion of enterprises located in the Western Cape province for work to be done or services to be rendered in that province	3.00
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	5.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00
Total number of preference points	10.00

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

Specific Goals	Acceptable Required
T2.2-33 B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
T2.2-34 The promotion of enterprises located in the Western Cape province for work to be done or services to be rendered in that province	CIPC registration documents • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines • Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)
T2.2-35 The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	Sub-contracting agreement(s) and declaration • Subcontractors CIPC registration documents • Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.

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	• Certified copy of ID Documents of the Owners which are 51% owned by black women, youth and disabled people • Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
• B-BBEE Status Level of Contributor 1 or 2 (2 points) • The promotion of enterprises located in the Western Cape province for work to be done or services to be rendered in that province EMEs and/or QSEs who are 51% black- owned (3 points) • The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people (5 points)	10
Non-compliant and/or Level 3-8 contributors	0
Total points for Price and B-BBEE must not exceed	100

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

5. Stage Five – Commercial, Financial Analysis and Probity

Checks Evaluations:

These evaluations will be conducted on Tenderers that have qualified on all stages of evaluations.

The number of paper copies of the signed contract to be provided

Tender offers will only be accepted if:

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

Tender offers will only be accepted if:

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence,

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financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

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

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

Signed

Date

Name

Position

Tenderer



Part T2: Returnable Documents

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

- T2.2-01 **Stage One** as per Compulsory attendance of Clarification meeting: **Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two** as per Construction Industry Development Board: **Eligibility Criteria Schedule** – CIDB Registration or Application

2.1.2 **Stage Three: these schedules will be utilised for evaluation purposes:**

Details of the returnables per evaluation schedule is on the evaluation schedule.

- T2.2-03: **Evaluation Schedule:** Project Organogram, Curriculum Vitae of Key People, Qualifications and Employment Letters/Contract
- T2.2-04: **Evaluation Schedule:** Tenderer's Previous Experience
- T2.2-05: **Evaluation Schedule:** Programme
- T2.2-06: **Evaluation Schedule:** Health and Safety Requirements
- T2.2-06A: **Evaluation Schedule:** Health and Safety Questionnaire
- T2.2-06B: **Evaluation Schedule:** Health and Safety Cost Breakdown
- T2.2-07: **Evaluation Schedule:** Method Statement
- T2.2-08: **Evaluation Schedule:** Quality Expectations
- T2.2-09: **Evaluation Schedule:** Environmental Management

2.1.3 **Returnable Schedules:**

General:

- T2.2-10: Authority to submit tender
- T2.2-11: Record of addenda to tender documents
- T2.2-12: Letter of Good Standing for Occupational Injuries and Diseases Act (COIDA)
- T2.2-13: Risk Elements
- T2.2-14: Availability of equipment and other resources
- T2.2-15: Schedule of proposed Subcontractors
- T2.2-16: Site Establishment requirements
- T2.2-17: Capacity and capability to meet delivery schedule

T2.2-18: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

2.1.4 Agreement and Commitment by Tenderer:

T2.2-19: Non-Disclosure Agreement

T2.2-20: RFP Declaration Form

T2.2-21: RFP – Breach of Law

T2.2-22: Certificate of Acquaintance with Tender Document

T2.2-23: Supplier Integrity Pact

T2.2-24: Supplier Code of Conduct

T2.2-25: Certified copy of signed Joint Venture Agreement (where applicable)

T2.2-26: Disclosure Information: Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

T2.2-27: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-28: Supplier Declaration Form

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-29: Insurance provided by the Contractor

T2.2-30: Form of Intent to provide a Performance Guarantee

T2.2-31: Forecast Rate of Invoicing

T2.2-32: Three (3) years audited financial statements

2.1.6 Stage Four: These schedules will be utilised for claiming points for preference point system (90/10):

T2.2-33: B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate or Consolidated B-BBEE scorecard in case of JV, will be accepted as per DTIC guidelines.

T2.2-34: For promotion of enterprises located in a specific province (Western Cape) for work to be done or services to be rendered in that province they must submit:

- CIPC registration documents
- B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines
- Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)

T2.2-35: The promotion of supplier development through subcontracting of a minimum of 30% of the value of a contract to/with EMEs and/or QSEs who are 51% and more owned by black people, youth, women or disabled people must submit:

- Sub-contracting agreement/s and declaration / Joint Venture Agreement
- Subcontractors CIPC registration documents
- Subcontractors B-BBEE Certificate or Sworn Affidavit or CIPC B-BBEE Certificate as per DTIC guidelines
- Certified copy/ies of ID Documents of the Owners which are 51% or more owned by black women, youth and disabled people
- Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) Form

T2.2-36: Job-Creation Schedule

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Price List

2.7 C3 Scope of Work

2.8 C4 Site Information

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Compulsory Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority, Procurement Boardroom, 34 South Arm Road, Port of Cape	
On (date)	16 th April 2024	Starting time: 11:00am (11 O'clock in the morning)

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **8CE/SQ or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **8CE/SQ or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T.2.2-03: Detailed Organogram, Curriculum Vitae (CV's), Qualifications (15 points)

The Tenderer must provide a detailed organogram showing on-site and off-site personnel. The organogram must include a clear and precise indication of each team members' function with detailed and well-structured descriptions of roles and responsibilities. Site Personnel capability and capacity to support the project execution must be submitted in the form of detailed CV's, copies of qualification (where applicable) and registration (where applicable). Detailed CV's must demonstrate that Site Personnel have sufficient knowledge, experience, qualifications (where applicable) and registration (where applicable) to provide the required goods and services on the construction of similar projects.

Detailed CVs of the following Site Personnel will be evaluated:

1) Construction Project Manager:

The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services.

The following documents and information shall be submitted as a minimum with the tender bid.

1. Detailed organizational structure indicating on-site and off-site management and functions (roles and responsibilities) of each.
2. CVs indicating the qualifications and experience of individual key staff.
 - a. BSc/BEng/BTech or equivalent qualification.
 - b. 5 or more years of relevant experience.
 - c. Experience with the NEC3 Engineering and Construction contract.

2) Construction Manager: (Registration applies only on this personnel)

Pre-evaluation Criteria:

1. Tenderer to submit a **valid registration certificate** with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Manager.

TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services.

The following documents and information shall be submitted as a minimum with the tender bid.

1. Detailed organizational structure indicating on-site and off-site management and functions (roles and responsibilities) of each.
2. CVs indicating the qualifications and experience of individual key staff.
 - a. Diploma/BSc/BEng/BTech or equivalent qualification.
 - b. 5 or more years of relevant experience.
 - c. Experience with the NEC3 Engineering and Construction contract.

The scoring of the Organogram, Staff CV's, Qualifications will be as follows:

TOTAL (15)		Construction Project Manager	Construction Manager
SUB-TOTAL		5	10
Score	0	Failed to provide required information or inadequate information is provided to determine a score/No SACPCMP registration certificate submitted for a Construction Manager. No required organogram submitted/ Functionality is not achieved.	
	20	CV submitted with BSc/BEng/BTech or equivalent qualification (or higher) in Project Management	CV submitted with Diploma/BSc/BEng/BTech or equivalent qualification (or higher) in Construction Management with less than 2 years of relevant experience in similar projects.
	40	CV submitted with BSc/BEng/BTech or equivalent qualification (or higher) in Project Management with less than 4 years of relevant experience in similar projects.	CV submitted with Diploma/BSc/BEng/BTech or equivalent qualification (or higher) in Construction Management with 3 - 4 years of relevant experience in similar projects.
	60	CV submitted with BSc/BEng/BTech or equivalent qualification (or higher) in Project Management with 5 to 6 years of relevant experience in similar projects.	CV submitted with Diploma/BSc/BEng/BTech or equivalent qualification (or higher) in Construction Management with 5 to 6 years of relevant experience in similar projects.
	80	CV submitted with BSc/BEng/BTech or equivalent qualification (or higher) in Project Management with 7 to 9 years of relevant experience in similar projects.	CV submitted with Diploma/BSc/BEng/BTech or equivalent qualification (or higher) in Construction Management with 7 to 9 years of relevant experience in similar projects.
	100	CV submitted with BSc/BEng/BTech or equivalent qualification (or higher) in Project Management with 10 or more years of relevant experience in similar projects.	CV submitted with Diploma/BSc/BEng/BTech or equivalent qualification (or higher) in Construction Management with 10 or more years of relevant experience in similar projects.

Attached submissions to this schedule:

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-04: Tenderer's Previous Experience (10 points)

The Tenderer is required to demonstrate performance in comparable projects of similar size and nature. The tenderer shall submit;

1. A Reference letter, should be on company letterhead (referee), dated and signed or Completions certificate of past/current comparable projects in the construction of similar works as detailed in the Works Information with reference to the erection of fencing, that was completed.
2. Sufficient references to substantiate experience indicated (client name and contact details, project description, year of project completion, duration, contract value, and subcontractors).

The scoring of Tenderer's Previous Experience will be as follows:

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Total Points 10	
Score 0	A reference letter or completion certificate that does not meet the above requirements is invalid even if it is submitted e.g (Reference letter or completion certificate not submitted or does not meet the minimum requirements indicated (client name and contact details, project description, year of project completion, duration, contract value, and subcontractors).
Score 20	Reference letter or Completions certificate of past/current comparable projects in the construction of similar completed project x 1 project
Score 40	Reference letter or Completions certificate of past/current comparable projects in the construction of similar completed project x 2 projects of a similar nature.
Score 60	Reference letter or Completions certificate of past/current comparable projects in the construction of similar completed project x 3 projects of a similar nature.
Score 80	Reference letter or Completions certificate of past/current comparable projects in the construction of similar completed project x 4- 5 projects of a similar nature.
Score 100	Reference letter or Completions certificate of past/current comparable projects in the construction of similar completed project x 6 or more projects of a similar nature.

Signed

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Date

.....

Name

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Position

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Tenderer

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T2.2-05: Evaluation Schedule: Programme (10 points)

Note to tenderers:

The Tenderer provides the proposed programme in PDF either in Microsoft project or Primavera P6 (The soft copy will be requested during evaluation stage)

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following:

- **Ability to provide the services:**

Ability to provide the services in terms of the *Employer's* requirements within the required time indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

- **Provision of Dates:**

The *Contractor* clearly indicates in the schedule all key milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *starting date*, *access dates*, Key Dates and Completion Date
- planned Completion for each Key Date for each option and the complete works.

- **Resourcing & Equipment:**

The *Tenderer indicates* for each operation a statement of how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use.

The *Contractor's* programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning, and Completion.

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- Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below.
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion.
The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes.
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline.

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No.	The Tenderer must demonstrate the facility meets the minimum requirement.	<i>The tenderer shall demonstrate the following:</i>						
		Weight 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0)	(20)	(40)	(60)	(80)	(100)
1	Starting date and completion date are stated, and the schedule does not exceed 12 months.	1	No Response or Duration is not shown = 0%	Duration is 13 months or more = 20%	Duration is greater than 12 months but less than 13 months (Show Column or Gantt Chart) = 40%	Duration is greater than 11 months but less than 12 months (Show Column or Gantt Chart) = 60%	Duration is greater than 10 months but less than 11 months (Show Column or Gantt Chart) = 80%	Duration is less than 10 months (Show Column or Gantt Chart) = 100%
2	Activities to be logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column)	2	No response or programme does not link activities using CPM = 0%	Activities are not all linked, and open ends exceeds 10% = 20	Activities are not all linked, and open ends are 10% or less = 40	All Activities are Completely linked using CPM with no open ends except for Start and Finish activities, Hard Constraints not exceeding 5% of total Activities = 60	All Activities are Completely linked using CPM with no open ends except for Start and Finish activities, no hard Constraints and Soft constraints do not exceed 5% of total Activities = 80	All Activities are Completely linked using CPM with no open ends except for Start and Finish activities, no constraints) No open ends in between Predecessors and Successors on Sub critical and all activities linked and No linking on Work Breakdown Structure = 100
3	All activities as per level 4	2	No response or partially complete or schedule submission is not level 4, 3 or 2 (i.e., Level 1) = 0	The schedule is partially complete or	The schedule is partially complete or detailed (level 3) = 40	The schedule is complete and detailed (level 4) = 60	The schedule is complete and detailed Level 4 and Basis of	The schedule is complete and detailed Level 4 and Basis of schedule

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				detailed (level 2-4) = 20			schedule submitted = 80	submitted and Key Milestones = 100
4	The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date	1	No response/Functionality is not met= 0%	The TNPA activities calendar on the schedule should represent the actual Weekends or Public holidays are marked as working days from start to finish date = 20	The TNPA activities calendar on the schedule should represent the actual Weekends are marked as working days from start to finish date = 40	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays are marked as non-working days from start to finish date = 60	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders break are marked as non-working days from start to finish date = 80	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders' breaks are marked as non-working days and float from start to finish date = 100
5	All activity durations to be realistic and activities that can be measured in days, Weeks and Months. (Show the duration Column)	2	No response = 0%	All Activities durations to be realistic are broken down into Months (Show the duration Column) = 20	All Activities durations to be realistic are broken down into Months and Weeks (Show the duration Column) = 40	All activities durations to be realistic are broken down into Months, Weeks, and days (Show the duration Column) = 60	All activities durations to be realistic are broken down into Weeks and days (Show the duration Column) = 80	All activities durations to be realistic are broken down into days (Show the duration Column) = 100



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6	Programme submission in PDF either Microsoft project or Primavera P6 (The soft copy will be requested during evaluation stage)	2	No response = 0%	Programme submitted not in Microsoft Project, Excel or Primavera P6 PDF format= 20	Programme submitted in Excel PDF format=40	Programme submitted in either Microsoft project or Primavera P6 =60	Programme submitted in either Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart) =80	Programme submitted in either Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart) = 100

Signed

Date

Name

Position

Tenderer

T2.2-06: Health and Safety Requirements (10 points)

Submit the following documents as a minimum with your tender:

1. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements:
 1. Commitment to Safety, prevention of pollution,
 2. Continual improvement,
 3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 4. Hold management accountable for development of the safety systems.
 5. Include objectives and targets.

2. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, GAR Incident Investigator, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993.

3. CV's, Qualifications, Certification, Health and Safety Training and Valid Registration with SACPCMP shall be submitted for the following personnel:
 - Construction Health and Safety Officer

4. List of job categories for project and competencies required per category and develop a training matrix must include key responsible persons such as Project Manager, Construction Manager, Health and Safety Officer and Labour and be signed off by the 16 (2) appointees.

5. Overview of the tender's Risk Assessment (RA) methodology and submit task-based risk assessments, indicating major activities of the project namely:
 1. Site establishment;
 2. Excavations;
 3. Installation of poles, fence and gates.
 4. Working at Heights

6. Complete and return with tender documentation the Contractor Safety Questionnaire (**T2.2-06A**) included to this Evaluation Schedule as a returnable, attach all required supporting documents.
 1. Letter of Good standing
 2. Safety Induction/ Orientation booklet or similar
 3. Valid ISO 45001:2018 Certification
 4. Previously H&S Recognition Certificate

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Attached submissions to this schedule:

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The scoring of the Tenderer's Health and safety requirements will be as follows:

Points (10)						
	Policy 1. Commitment to Safety, prevention of pollution, 2. . Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets.	Roles & Responsibilities 1. S16.1 CEO 2. S16.2 Assistant CEO 3. 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 4. 8.5 SACPCMP Registered Construction Health and Safety officer, 5. Health and Safety Manager 6. 8.7 Construction Supervisor, 7. CR 9.1 Risk Assessor, 8. GAR Incident Investigator, 9. 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993 10. GSR 3(4) First Aider	Registered Safety Officer: CV's, Qualifications, Certification, Health and Safety Training and Valid Registration with SACPCMP shall be submitted for the following personnel: Construction Health and Safety Officer	Training Matrix: List of job categories for project and competencies required per category and develop a training matrix must include key responsible persons such as Project Manager, Construction Manager, Health and Safety Officer and Labour and be signed off by the 16 (2) appointees.	Overview of the Task risk assessment Indicating major activities of the project: 1. Site establishment; 2. Excavations; 3. Installation of poles, fence and gates. 4. Working at Heights	Safety Questionnaire Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation included as an Annexure. The questionnaire must be fully completed. Points will be allocated to the critical areas identified in the questionnaire. 1. Letter of good standing; 2. Health and safety plan; 3. Induction; and 4. Health and Safety resource.
Score 0	The Tenderer has submitted no information to determine a score					
Score 20	1 of the 5 key policy components are recognized and meet	2 or less of the 10 roles and responsibilities are submitted in compliance as per the scope of work and meet the Occupational	Construction Health and Safety Officer has formal qualification (listed in criteria) with 1 year or less experience	1 Key responsible person included on training matrix. Training matrix aligned to the scope and is signed by	Risk assessment methodology is briefly explained in the HS Plan. Only a baseline risk	Health and Safety questionnaire is fully completed, and no supporting documents

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	the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	health and safety Act as per construction regulations.	relevant to the scope of work.	responsible person.	assessment is provided and is not aligned/specific to the scope and project. Risk assessment is not signed off. by the Health and Safety Officer.	attached.
Score 40	2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	3 to 5 of the 10 roles and responsibilities are submitted in compliance as per the scope of work and meet the Occupational health and safety Act as per construction regulations.	Construction Health and Safety Officer has formal qualification (listed in criteria) with 2 years or less experience relevant to the scope of work.	2 Key responsible persons included on training matrix. Training matrix aligned to the scope and is signed by responsible person.	Risk assessment methodology is provided with the risk assessment. A baseline risk assessment and one (1) task-based risk assessment is provided and is aligned/specific to the scope and project. Risk assessments are not signed off. Risk assessments are signed off by the Health and Safety Officer.	Health and Safety questionnaire is completed and (1) supporting document attached.
Score 60	3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	6 of the 10 roles and responsibilities are submitted in compliance as per the scope of work and meet the Occupational health and safety Act as per construction regulations.	Construction Health and Safety Officer has formal qualification (listed in criteria) with 3 years or less experience relevant to the scope of work.	3 Key responsible persons included on training matrix. Training matrix aligned to the scope and is signed by responsible person.	Risk assessment methodology is provided with the risk assessment. Two (2) task-based risk assessments are provided and is aligned/specific to the scope and project. Risk assessments are signed off by the Health and Safety Officer.	Health and Safety questionnaire is completed and (2) supporting documents attached.
Score 80	4 of the 5 key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	7 to 9 of the 10 roles and responsibilities are submitted in compliance as per the scope of work and meet the Occupational health and safety Act as per construction regulations.	Construction Health and Safety Officer has formal qualification (listed in criteria) with 4 years or less experience relevant to the scope of work.	4 Key responsible persons included on training matrix. Training matrix aligned to the scope and is signed by responsible person.	Risk assessment methodology is provided with the risk assessment. Three (3) task-based risk assessments are provided and is aligned/specific to the scope and project. Risk assessments are signed off by the Health and Safety Officer.	Health and Safety questionnaire is completed and (3) supporting documents attached.



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(12) MONTHS

Score 100	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements, and it is signed by the Chief Executive Officer.	All 10 roles and responsibilities are submitted in compliance as per the scope of work and meet the Occupational health and safety Act as per construction regulations.	Construction Health and Safety Officer has formal qualification (listed in criteria) with 5 year or more experience relevant to the scope of work.	5 Key responsible persons included on training matrix. Training matrix aligned to the scope and is signed by responsible person.	Risk assessment methodology is provided with the risk assessment. More than three (3) task-based risk assessments are provided and is aligned/specific to the scope and project. Risk assessments are signed off by a team (HS Officer/Manager, Construction Manager, Supervisor, Employee etc.)	Health and Safety questionnaire is completed and (4) supporting documents attached.

Signed Date

Name Position

Tenderer

T2.2-06A: Health and Safety Questionnaire

Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE													
1A. Injury Experience / Historical Performance - Alberta													
Use the previous three years injury and illness records to complete the following:													
Year													
Number of medical treatment cases													
Number of restricted work day cases													
Number of lost time injury cases													
Number of fatal injuries													
Total recordable frequency													
Lost time injury frequency													
Number of worker manhours													
<table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours
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4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours												
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours												
1B. Workers' Compensation Experience													
Use the previous three years injury and illness records to complete the following (if applicable):													
Industry Code:		Industry Classification:											
Year													
Industry Rate													
Contractor Rate													
% Discount or Surcharge													
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		☐ Yes ☐ No											
2. CITATIONS													
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? ☐ Yes ☐ No If yes, provide details:												
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? ☐ Yes ☐ No If yes, provide details:												

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3. CERTIFICATE OF RECOGNITION	
Does your company have a Certificate of Recognition? ☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____	

4. SAFETY PROGRAM					
Do you have a written safety program manual? ☐ Yes ☐ No If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No If Yes, provide a copy for review					
Does your safety program contain the following elements:					
	YES	NO		YES	NO
CORPORATE SAFETY POLICY	☐	☐	EQUIPMENT MAINTENANCE	☐	☐
INCIDENT NOTIFICATION POLICY	☐	☐	EMERGENCY RESPONSE	☐	☐
RECORDKEEPING & STATISTICS	☐	☐	HAZARD ASSESSMENT	☐	☐
REFERENCE TO LEGISLATION	☐	☐	SAFE WORK PRACTICES	☐	☐
GENERAL RULES & REGULATIONS	☐	☐	SAFE WORK PROCEDURES	☐	☐
PROGRESSIVE DISCIPLINE POLICY	☐	☐	WORKPLACE INSPECTIONS	☐	☐
RESPONSIBILITIES	☐	☐	INVESTIGATION PROCESS	☐	☐
PPE STANDARDS	☐	☐	TRAINING POLICY & PROGRAM	☐	☐
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES	☐	☐
MODIFIED WORK PROGRAM	☐	☐			
5. TRAINING PROGRAM					
5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No If Yes, include a course outline. Does it include any of the following:					
	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	☐	☐	CONFINED SPACE ENTRY	☐	☐
EMERGENCY REPORTING	☐	☐	TRENCHING & EXCAVATION	☐	☐
INJURY REPORTING	☐	☐	SIGNS & BARRICADES	☐	☐
LEGISLATION	☐	☐	DANGEROUS HOLES & OPENINGS	☐	☐
RIGHT TO REFUSE WORK	☐	☐	RIGGING & CRANES	☐	☐
PERSONAL PROTECTIVE EQUIPMENT	☐	☐	MOBILE VEHICLES	☐	☐
EMERGENCY PROCEDURES	☐	☐	PREVENTATIVE MAINTENANCE	☐	☐
PROJECT SAFETY COMMITTEE	☐	☐	HAND & POWER TOOLS	☐	☐
HOUSEKEEPING	☐	☐	FIRE PREVENTION & PROTECTION	☐	☐
LADDERS & SCAFFOLDS	☐	☐	ELECTRICAL SAFETY	☐	☐
FALL ARREST STANDARDS	☐	☐	COMPRESSED GAS CYLINDERS	☐	☐
AERIAL WORK PLATFORMS	☐	☐	WEATHER EXTREMES	☐	☐



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5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW WORKER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

6. SAFETY ACTIVITIES

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly

☐ ☐ ☐ ☐ ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly

☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly

☐ ☐ ☐ ☐ ☐Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ NoIs the process documented? ☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

☐ Yes ☐ No

How does your company measure its H&S success?



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- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	☐	☐	☐	☐	☐
Incidents totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman	☐	☐	☐	☐	☐

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	☐	☐	☐	☐	☐
Costs totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number



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T2.2-06B Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

T2.2-07: Method Statement (20 points)

Tenderer is to submit a method statement which responds to the scope of work and outlines proposed methodology including that relating, but not limited to, programme, technical approach, and an understanding of the project objectives. The method statement should explain the methodologies which are to be adopted and demonstrate compatibility. The method statement should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed. The Tenderer must highlight the issues of importance and explain the technical approach they would be adopted to address them.

The method statement should cover:

- Outline of proposed methodology,
- Narrative related to the programme as contained under T2.2-06,
- Detailed method statement, technical approach, and construction sequencing in terms of the scope of works (Constructability),
- Demonstrate an understanding of the project objectives, and
- Detailed list of equipment, number thereof to execute the works, and areas it will be utilised.

The method statement shall include as a minimum but not limited to the following critical elements (the tenderer must refer to the scope of works for full descriptions):

Excavations, Concrete, Fencing Procurement and Installation

1. A detailed technical method statement is required covering the construction method and sequence of all aspects of the works to enable the Employer to assess the impact of the tenderer's methods with regard to constructability, practicality, quality, health, safety, risk and the environment.
2. A detailed technical method statement is required covering the removal of the existing fencing.
3. A detailed technical method statement is required covering the setting out and excavation process to be conducted.
4. A detailed technical method statement is required covering the Concrete, Formwork and Reinforcement construction including the mixing methodology.
5. A detailed technical method statement is required covering the manufacturing of the fencing including the subcontractor's role in the manufacturing process.
6. A detailed technical method statement is required covering the installation of the fencing including handover.

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Index of documentation attached to this schedule:

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Constructability, Excavations, Concrete, Formwork and Reinforcement, Manufacturing, Installation

Total Points 20

Score 0	No method statement submitted.
Score 20	The tender's methodology addresses up to two (2) critical elements of the scope of work, therefore does not convince that project objectives or requirements will be satisfied.
Score 40	The tender's method statement submitted addresses three (3) - five (5) critical elements of the scope of work.
Score 60	The method statement is specifically tailored to address six (6) critical elements of the scope of work, project objectives and methodology is sufficiently flexible to accommodate changes that may occur during execution.
Score 80	In addition to a score of "60" the method statement covers details of traffic management to minimise disruption to operations.
Score 100	In addition to a score of "80", the six (6) critical elements in the method statement must be in line with the Programme.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-08: Evaluation Schedule - Quality Management

Functionality Criteria (15 points)

Due consideration must be given to the deliverables required to execute and complete the contract as per the:

- TNPA-QUAL-REQ-14.1 _General Quality Requirements for Contractors and Suppliers (**Annexure to the Scope of Works**)
- ISO 9001:2015 Quality Management Systems (QMS) requirements and must include:
 1. **Quality Manual** that is aligned to ISO 9001:2015 QMS requirements.
 2. **Project Quality Plan** must be project specific and be aligned to the TNPAQUAL- REQ-14.1_General Quality Requirements for Contractors and Suppliers.
 3. **CV of Quality Officer** supplemented by **Qualification** - ISO 9001:2015 QMS training certificates (Implementation of QMS and Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in construction projects.
 4. **Quality Control Plans** must be in line with the scope of works detailing the Engineering works (i.e., Civil, structural, electrical, mechanical, Marine etc.) These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.

The scoring will be as follows:

	Quality Manual aligned to ISO 9001:2015 must include the following requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operations 5. Performance Evaluation	Project Quality Plan (PQP) for the contract, which includes the following requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs	Quality Officer		Quality Control Plan (QCP) which includes the following requirements: 1. Sequence of activities 2. Procedure/code specifications 3. Intervention points 4. Field inspection checklist 5. Relevant signatories
			Experience	Education	
Points (15)	3	5	2	2	3
Score (0)	No Submission to determine score/Functionality is not met				
Score (20)	Quality Manual contains one (1) of The five (5) QMS requirements.	Project Quality Plan contains one (1) of the five (5) PQP requirements.	One (1) year Quality experience in construction projects	Submitted Qualifications not relating to Quality/Engineering	Quality Control Plan contains one (1) of the five (5) QCP requirements.
Score (40)	Quality manual contains two (2) of The five (5) QMS requirements.	Project Quality Plan contains two (2) of the five (5) PQP requirements.	Two (2) years Quality experience in construction projects.	ISO 9001:2015 QMS training certificate (Implementation of QMS)	Quality Control Plan contains two (2) of the five (5) QCP requirements.

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Score (60)	Quality manual contains three (3) of the five (5) QMS requirements.	Project Quality Plan contains three (3) of the five (5) PQP requirements.	Three (3) years Quality experience in construction projects.	ISO 9001:2015 QMS training certificate (Implementation of QMS and Auditing)	Quality Control Plan contains three (3) of the five (5) QCP requirements.
Score (80)	Quality manual contains four (4) of the five (5) QMS requirements.	Project Quality Plan contains four (4) of the five (5) PQP requirements.	Four (4)- ten (10) years Quality experience in construction projects.	Quality Diploma, Technical Diploma and ISO 9001:2015 QMS certificates (Implementation of QMS)	Quality Control Plan contains four (4) of The five (5) QCP requirements.
Score (100)	Quality manual contains all five (5) of the QMS requirements.	Project Quality Plan contains all five (5) of the PQP requirements.	More than ten (10) years Quality experience in construction projects.	Quality Diploma, Technical Diploma and ISO 9001:2015 QMS training certificates (Implementation of QMS and Auditing)	Quality Control Plan contains all five (5) of the QCP requirements.

Attached submissions to this schedule:.....
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.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2 -09 Environmental Management (15 points)

The Tenderer must review the following documents attached as **Annexures to the Scope of Works** for context to meet the environmental requirements, namely:

- a) Transnet Governance Framework which comprises of the following:
 - Transnet Minimum Environmental Standards for Construction (009-TCC-CLO-SUS-GDL-11385.26)
 - Standard Operating Procedure - Construction Environmental Management (009-TCC-CLO-SUS-11386)
1. The tenderer must provide evidence of how their Environmental Management Plan will ensure conformance to the below mentioned requirements.
 - 1.1. Roles and Responsibilities
 - 1.2. Legislative Requirements
 - 1.3. Impacts and Mitigation
 - 1.4. Incident and Non-conformance Reports
 - 1.5. Monitoring and Continuous Improvement
2. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
 - 1.1. Is appropriate given the purpose and context of the tenderer's business;
 - 1.2. Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - 1.3. Includes a commitment to the protection of the environment, including prevention of pollution;
 - 1.4. Provides framework for setting environmental objectives; and
 - 1.5. Includes a commitment to continual improvement of their Environmental Management System (EMS);
3. Provide the same organogram as on **T2.2-03** depicting the roles, responsibilities within the Environmental Management discipline illustrating the environmental reporting structure. CV for the Environmental Officer must be submitted that includes a qualification in Natural Science/Environmental Management and three (3) years of experience.
4. The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details.

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

Attached submissions to this schedule:

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The scoring of the Tenderer's Environmental requirements will be as follows:

	Environmental Management Plan (EMP)	Environmental policy	Organogram of T2.2-03 with CV for Environmental Officer illustrating Previous Experience and Qualification		List of projects where environmental duties of a similar nature
Points (15)	5	3	3	2	2
	Environmental Management Plan The tenderer must provide evidence of how their Environmental Management Plan that will ensure conformance to the abovementioned requirements: 1. Roles and Responsibilities 2. Legislative Requirements 3. Impacts and Mitigation 4. Incident and Non-conformance Reports 5. Monitoring and Continuous Improvement	Environmental Policy The tenderer must provide an environmental policy signed by Top Management which, as a minimum: 1. Is appropriate given the purpose and context of the tenderer's business; 2. Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations; 3. Includes a commitment to the protection of the environment, including prevention of pollution; 4. Provides framework for setting environmental objectives; and 5. Includes a commitment to continual improvement of their EMS;	Organogram - Qualifications in a CV Provide same organogram as on T2.2-03 depicting the roles, responsibilities within the Environmental Management discipline, illustrating the environmental reporting structure. Tenderer must provide CV for the Environmental Officer that includes qualification in Environmental Management.	Organogram – Years of experience in a CV Provide same organogram as on T2.2-03 depicting the roles, responsibilities within the Environmental Management discipline, illustrating the environmental reporting structure. CV for the Environmental Officer that includes at least three (3) years of experience.	List of projects where environmental duties of a similar nature The tenderer must provide a list of projects where environmental duties of a similar nature have been executed including a brief description of such duties together with client reference contact details
Score 0	The tenderer has submitted no requested information				
Score 20	EMP only responds to 1 -2 of the items listed above	Policy only responds to 1 -2 of the items listed above	Environmental Officer in possession of a relevant Certificate in Environmental Management	Environmental Officer has <11 months of relevant on the job experience	Tenderer has completed 1 project of similar nature



Score 40	EMP only responds to 3 – 4 items listed above	Policy only responds to 3 – 4 items listed above	Environmental Officer in possession of a Diploma in Environmental Management	Environmental Officer has 12 months up to 2 years of relevant on the job experience	Tenderer has completed 2 projects of similar nature
Score 60	EMP indicates all items listed above	Policy responds to all items listed above	Environmental Officer in possession of a Bachelors Degree in Environmental Management	Environmental Officer has 3yrs of relevant on-the-job experience.	Tenderer has completed 3 projects of similar nature
Score 80	EMP responds to all items listed above and includes additional elements to environmental performance	Policy responds to all items listed above and includes additional commitments to environmental performance	Environmental Officer in possession of a Bachelors Degree with Honours Environmental Management	Environmental Officer has ≥4 yrs but ≤8 years of relevant on-the-job experience	Tenderer has completed 4 projects of similar nature
Score 100	EMP responds to all items listed above, includes additional commitments to environmental performance and has been certified according to international best practice standards	Policy responds to all items listed above, includes additional commitments to environmental performance and has been certified according to international best practice standards	Environmental Officer in possession of a Masters Degree in Environmental Management.	Environmental Officer has >8 years relevant on-the-job experience	Tenderer has completed more than 4 projects of similar nature

Signed

Date

Name

Position

Tenderer

T2.2-10: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

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D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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T2.2-11: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-12 Letter/s of Good Standing with the Workmen's Compensation Fund

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

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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T2.2-13: Risk Elements

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

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

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

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

T2.2-14: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

[illegible]

T2.2-15: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐	☐		☐
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work	
% Black Owned	EME	QSE	Youth	Women	Disabilities		Rural/ Underdeveloped areas/ Townships		Military Veterans
	☐	☐	☐	☐	☐		☐		☐

T2.2-16: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

[illegible]

T2.2-17: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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TRANSNET NATIONAL PORTS AUTHORITY

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T2.2-18 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

The attached SBD 6 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** system preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.4 The maximum points for this bid are allocated as follows:

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	02
The promotion of enterprises located in the Western Cape province for work to be done or services to be rendered in that province	03
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, disabled people or 30% women	05
Non-compliant and/or Level 3-8 contributors	00

1.5 **Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.**

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes

and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:
90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

Specific Goals	Number of points (10)
B-BBEE Status Level of Contributor 1 or 2	2.00
The promotion of enterprises located in the Western Cape province for work to be done or services to be rendered in that province	3.00
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	5.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0.00
Total number of preference points	10.00

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below. The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Required
T2.2-33 B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
T2.2-34 The promotion of enterprises located in the Western Cape province for work to be done or services to be rendered in that province	CIPC registration documents • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines • Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)
T2.2-35 The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	Sub-contracting agreement(s) and declaration • Subcontractors CIPC registration documents • Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines. • Certified copy of ID Documents of the Owners which are 51% owned by black women, youth and disabled people • Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

	[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

6.1 B-BBEE Status Level of Contribution: . = ... (maximum of 10 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

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- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier
- ☐ Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S) DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without

- consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

T2.2-19: NON-DISCLOSUR AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. **CONFIDENTIAL INFORMATION**

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly

- communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause **Error! Reference source not found.** below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as

is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-20: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-22 "Supplier Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0002/42116/RFP

DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0002/42116/RFP

DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-22: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0002/42116/RFP

DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

T2.2-23: Supplier Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.

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- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity

will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

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- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.

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- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;

- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between

Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature

Date

T2.2-24 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.

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- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects. **Conflicts of Interest**

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

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

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

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) (insert name of Company)

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

Signed this on day _____ at _____

Signature

T2.2-25: Certified copy of signed joint venture agreement

(Where applicable)

Please indicate the submission: Yes ☐ No ☐

Signed

Date

.....
Name

.....
Position

Tenderer



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T2.2-26: Disclosure Information : Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

T2.2-27 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is
(..... insert name of Tenderer/Contractor)
hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES		NO	

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

..... (Name of company)

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-28 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	

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If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?	Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9
Majority Race of Ownership									

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% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership	
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

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

Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES ☐ NO ☐
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the	YES ☐ NO ☐

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contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES ☐ NO ☐ *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

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

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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

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APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

	ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%

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- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was

between

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

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisationi- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

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

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

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

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

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

Deponent Signature

.....

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Date

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

T2.2-29: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-30: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor

(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

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T2.2-31: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

Index of documentation attached to this schedule:

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T2.2-32: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-33 to 35 : SPECIFIC GOALS

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	2.00
The promotion of enterprises located in the Western Cape province for work to be done or services to be rendered in that province	3.00
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	5.00
Non-compliant and/or Level 3-8 contributors	
Total number of preference points	10.00

Specific Goals	Evidence Required
T2.2-33 B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
T2.2-34 The promotion of supplier development through subcontracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. EMEs and/or QSEs who are 51% black-owned	• CIPC registration documents • B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines • Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)
T2.2-35 The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	• Sub-contracting agreement(s) and declaration • Subcontractors CIPC registration documents • Subcontractors B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines.

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	• Certified copy of ID Documents of the Owners which are 51% owned by black women, youth and disabled people • Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form

Signed on this _____ day of _____ 20____

_____	_____	_____
NAME	POSITION	SIGNATURE OF TENDER

T2.2-36: JOB-CREATION SCHEDULE

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

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

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

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

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

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

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

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

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

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

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Part C1:

Agreements and

Contract Data

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C1.1: Form of Offer & Acceptance

Offer

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

PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

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Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date

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For the Employer

Signature

Name

Capacity

On behalf
of

(Transnet SOC Ltd

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Port of Cape Town South Arm Road Cape Town 8001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12)
11.2(14)	The following matters will be included in the Risk Register	No additional data is required for this section of the conditions of contract
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 June 2025	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Starting Date	01 July 2024
		2 Completion Date	30 June 2025
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Whole of the Site	01 July 2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 July 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	18TH (Eighteenth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.

6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are,

The cumulative rainfall (mm)f

- **Before the Completion Date for the whole of the works and**
- **At the place stated in the Contract Data**

The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.

Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account

The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Cape Town

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability

4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is The <i>Contractor</i> provides these additional Insurances The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended. 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.

-
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000**
- 5 The insurance coverage referred to in 1, 2, 3, 4 and above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**
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84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, South Africa

	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)															
12	Data for secondary Option clauses																
X1	Price Adjustment for Inflation																
X1.1(a)	The base date for indices is	A month before the tender closes															
X1.1©	The proportions used to calculate the Price Adjustment Factor are: The base index date that was used was May 2022	<table> <tr> <th>Proportion</th><th>Linked to</th><th>Index prepared</th></tr> <tr> <td>37.60%</td><td>Labour</td><td>SEIFSA -Table 3</td></tr> <tr> <td>12.50 EX</td><td>Material</td><td>SEIFSA – Table E</td></tr> <tr> <td>8.30%</td><td>Equipment</td><td>SEIFSA – Table U</td></tr> <tr> <td>41.60%</td><td>Foreign Component</td><td>Exchange Rates</td></tr> </table>	Proportion	Linked to	Index prepared	37.60%	Labour	SEIFSA -Table 3	12.50 EX	Material	SEIFSA – Table E	8.30%	Equipment	SEIFSA – Table U	41.60%	Foreign Component	Exchange Rates
Proportion	Linked to	Index prepared															
37.60%	Labour	SEIFSA -Table 3															
12.50 EX	Material	SEIFSA – Table E															
8.30%	Equipment	SEIFSA – Table U															
41.60%	Foreign Component	Exchange Rates															
X2	Changes in the law	No additional data is required for this Option															
X7	Delay damages																
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R30 000.00 per day															
X13	Performance bond																
X13.1	The amount of the performance bond is	5% of the total of the Prices. Original to go to Finance and emailed to the Contract Manager within 4 weeks of Contract Start Date.															
X16	Retention																
X16.1	The retention free amount is	Nil															
	The retention percentage is	10% on all payments certified.															
X18	Limitation of liability																

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The amount consequential damages are
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works
Z	<i>Additional conditions of contract are:</i>	

Z1 **Obligations in respect of Job
Creation**

- Z1.1** It will be a material term of this contract that the *Contractor* must contribute to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2 - 35
- Z1.2** The *Contractor's* undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2-35 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the contract, which may constitute a reason for termination..
- Z1.3** The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-35 The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
-

Z2 Additional clause relating to Performance Bonds and/or Guarantees

Z2.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

**Z3 Additional clauses relating to
Joint Venture**

Z3.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

- iii. Identification of the roles and responsibilities of the constituents to provide the Works.
- Financial requirements for the Joint Venture:
- iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
- v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z4.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z7 Protection of Personal Information Act

27.1

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			



Part C2: Pricing Data

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0002/42116/RFP

DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The bill of quantities	14

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(28) The Price for Work Done to Date is the total of - the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and - a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton

MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 The bill of quantities

SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN

Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SANS</u> <u>1200A</u>	<u>BILL NO. 01</u> <u>PRELIMINARIES AND</u> <u>GENERAL</u>				
1		<u>Fixed Cost Items</u>				
1.1		<u>Contractual Requirements</u>				
1.1.1		Contractual requirements	Sum	1		
1.1.2		All other Contractual and legal requirements incl. safety, insurances, compensations	Sum	1		
1.1.3		Preparation and Maintenance of Quality Control Plan (QCP)	Sum	1		
1.2		<u>Establishment of facilities for engineer</u>				
1.2.1		a) Furnished offices	Sum	1		
1.3		<u>Establishment of facilities for the Contractor</u>				
1.3.1		a) Offices and storage sheds	Sum	1		
1.3.2		b) Ablution and latrine facilities	Sum	1		
1.3.3		c) Tools, equipment and plant	Sum	1		
1.3.4		d) Water supplies, electric power and communications	Sum	1		
1.3.5		e) Permits and site access	Sum	1		
1.4		<u>Other Fixed-charged items:</u>				
1.4.1		Survey, setting out and preparation of as-built drawings	Sum	1		
1.4.2		Soil testing equipment	Sum	1		
1.4.3		Environmental Management Compliance (Compliance to TNPA CEMP, SES and Environmental Legislations)	Sum	1		

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0002/42116/RFP

DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.4.4		Occupational Health and safety file.	Sum	1		
1.4.5		Removal of site establishment.	Sum	1		
1.4.6		Main name and notice board.	Sum	1		
1.4.7		Rehabilitation of site.	Sum	1		
1.4.8		Health and Safety compliance (incl. PPE, harnesses, etc.)	Sum	1		
1.4.9		Hoarding	Sum	1		
1.5		<u>TIME RELATED ITEMS</u>				
1.5.1		Contractual requirements	Months	15		
1.5.2		Offices and storage sheds	Months	15		
1.5.3		Tools, equipment and plant	Months	15		
1.5.4		Ablution and latrine facilities	Months	15		
1.5.5		Supervision for the duration of contract.	Months	15		
1.5.6		On site staff	Months	15		
1.5.7		Environmental Management	Months	15		
1.5.8		Occupational Health and Safety	Months	15		
1.5.9		Hoarding	Months	15		
1.5.10		Water supplies, electric power, communications, dealing with water and access.	Months	15		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	<u>SANS</u> <u>10400</u>	<u>BILL NO. 2</u> <u>DEMOLITIONS etc.</u> Demolition and removal of Existing Steel fences and clearance from Site, existing fences to be stored in an area within the Port of Cape Town	m	21910.0		
2.2		Double gate 4m x 1.8m high.	No	35		
3.1		<u>BILL NO. 03</u> <u>FENCING</u> Clear site of all bushes, grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, etc., including grubbing up all roots, and cart away all vegetation and debris.	m ²	16387.00		
3.2		Strip average 200mm thick layer of topsoil, stockpile on site and respread after completion of fence.	m ²	4682.00		
3.3		Trenches	m ³	1755.75		
3.4		Soft rock at 10%	m ³	175.58		
3.5		Hard rock at 5%	m ³	87.79		
3.6		Off site to a dumping site (municipal approved) to be located by the contractor.	m ³	936.40		
3.7		Risk of collapse to sides of trench not exceeding 1.5m deep	m ²	9364.00		
3.8		Allow for keeping excavations entirely free from water or mud.	No.	15.00		

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DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SANS</u> <u>1200A</u>	<u>BILL NO. 04</u> <u>INSTALLATION OF FENCE</u>				
4.1		Extra over for backfilling to restricted spaces.	m ³	819.35		
4.2		Extra over for cement 4% stabilization of backfill materials	m ³	32.77		
4.3		4500 X 2400mm high swing double leaf vehicle gate including and Padlock (or similar approved).	No	12.00		
4.4		Supply and erect new 2,4m high perimeter coastal specification security fencing, including anti-burrow, security spikes & accessories & according to specifications etc.	m	17924.00		
4.5		Extra over for additional posts for directional changes	No	18.00		
4.6		Extra over for additional posts for stepping of fence panels in 1,5m widths.	No	18.00		
4.7		Design of the new pressed high-density mesh fence in accordance with the particular specifications and proposed layout.	Sum	1		
4.8		Supply and erect new 2.7m high perimeter coastal specification security fencing, including anti-burrow, security spikes &	m	130.00		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.9		accessories & according to specifications and applicable standards, etc. Supply and erect new 2.1m high perimeter coastal specification security fencing, including anti-burrow, security spikes & accessories & according to specifications and applicable standards, etc.	m	3856.00		
4.10		Design, manufacture of custom vertical and horizontal base plates and brackets.	No.	7094.94		
4.11		Rough formwork to bases where required.	m ²	9364.00		

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DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>BILL NO.05</u> <u>SECURITY PERIMETER</u> <u>GROUND BEAM</u> <u>CONCRETE, FORMWORK AND</u> <u>REINFORCEMENT</u>				
5.1		Ground beams against excavated surfaces.	m ³	936.40		
5.2		Allow for preparing and curing a set of three test cubes, each size 150mm x 150mm x 150mm and pay all transport and testing costs undertaken by an approved independent laboratory.	No	78.00		
		<u>BILL NO. 06</u> <u>PROVISIONAL SUMS</u>				
6.1		Provisional Sum for supply, deliver and install gates, smart coil barrier and security spikes.	Prov. Sum	1	R1 500 000	R1 500 000
6.2		Provisional Sum for turnstile	Prov. Sum	1	R250 000	R250 000
6.3		Provisional Sum for supply, deliver and install automated motor.	Prov. Sum	1	R50 000	R50 000
6.4		Provisional sum for fencing	Prov. Sum	1	R1 500 000	R1 500 000

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/09/0002/42116/RFP

DESCRIPTION OF THE WORKS: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.5		GATES Double leaf swing gate 3500mm x 2400mm high, including mechanical. design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	1		
6.6		Double leaf swing gate 6000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	2		
6.7		Double leaf swing gate 8800mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	1		
6.8		Double leaf swing gate 9100mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	1		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.9		Single swing gate 5300mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	1		
6.10		Double leaf swing gate 6500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	1		
6.11		Single leaf swing gate 7000mm x 2100mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	1		
6.12		Automated sliding gate 7500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	2		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.13		Double leaf swing gate 4500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No.	3		
6.14		Double leaf swing gate 8500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No.	1		
6.15		Double leaf swing gate 10 000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No.	2		
6.16		Double leaf swing gate 8700mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No.	1		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.17		Automated sliding gate 6500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	6		
6.18		Automated sliding gate 6000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	1		
6.19		Sliding gate 4500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	2		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.20		Automated sliding gate 7000mm x 2700mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No.	1		
6.21		Automated sliding gate 7000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No.	2		
6.22		Automated sliding gate 8500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No.	1		
623		Automated sliding gate 6000mm x 2100mm high, including	No.	1		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.24		mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate. Sliding gate 9000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	4		
6.25		Automated sliding gate 9000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	2		
6.26		Sliding gate 9000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh	No	1		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.27		infills and siding track rails including 1 X Padlock per gate. Single Swing gate 9000mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	1		
6.28		Double leaf swing gate 2500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating and mesh infills.	No	1		
6.29		Sliding gate 12 500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	2		
6.30		Automated sliding gate 22 000mm x 2400mm high, including	No	1		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.31		mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate. Automated sliding gate 12 500mm x 2400mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	1		
6.32		Automated sliding gate 6000mm x 2100mm high, including mechanical design, manufacturing and installation, all including concrete bases, galvanizing coating, mesh infills and siding track rails including 1 X Padlock per gate.	No	1		
6.33		AUTOMATION Supply and Install A10 heavyweight gate motor suitable for Sliding gate 12500mm wide x 2400mm high.	No	1		

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Item No.	Refer to	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.34		TURNSTILES Take down existing 1.8m high turnstile gate, sand blast (where required), powder coat to a color similar to the newly installed high security fence, re-install and make connections to the ticketing system.	No	35		
6.35		ELECTRIC FENCING Supply, deliver and install smart coil electric fencing (450mm)	m	130		
Sub-Total (excl. VAT)						
Carried forward to the C1.1 Form of Offer and Acceptance						



Part C3: Scope of Work

PART C3: SCOPE OF WORK

Document reference	Title	No of page
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	<i>Employer's Works Information</i>	53
Total number of pages		58

C3.1 EMPLOYER'S WORKS INFORMATION

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LIST OF ANNEXURES

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Annexure E: General Quality Requirements for Contractors and Suppliers

SECTION 1

1 Description of the *Works*

1.1 Executive overview

The International Ship and Port Facility Security (ISPS) code is an amendment to the Safety of Life at Sea (SOLAS) Convention (1974/1988) on minimum security arrangements for ships, ports, and government agencies. It prescribes responsibilities to governments, shipping companies, shipboard personnel, and port/facility personnel to "detect security threats and take preventative measures against security incidents affecting ships or port facilities used in international trade." To comply with the ISPS code, the South African ports must secure all their assets by means of physical barriers and systems. Transnet National Ports Authority (TNPA) is mandated to implement measures to protect its assets, customers, employees, passenger vessels, and port facilities against terrorism, sabotage, stowaways/illegal immigrants, armed robbery, etc. Under this mandate TNPA is obliged to provide adequate and effective port security fencing infrastructure, ensuring compliance with all relevant legislation and regulatory framework standards.

The Port of Cape Town is an ISPS compliant port in terms of the Merchant Shipping Act (Act No. 57 of 1951), Merchant Shipping (Maritime Security) Regulations 2004, and National Ports Act (Act No. 12 of 2005). The perimeter of the port consists of steel palisade fencing, with an approximate height of 2.5m, which was installed in the late 2000's to ensure fencing uniformity across the port system. These fences however have a life expectancy of 10 to 15 years. Consequently, severe corrosion has been observed throughout as the fencing reaches/has reached its useful life. This has resulted in localized failure/collapse and the development of perimeter gaps, rendering the infrastructure incapable of preventing trespassing and subsequent non-compliance with the National Ports Act and Maritime Security Regulations.

The National Port Security Fencing Upgrade project is aimed at replacing and upgrading security fencing in the Port of Cape Town to meet the minimum requirements of the ISPS code, ensure compliance with the relevant legislation and regulatory framework standards as well as address any security concerns posed by the condition of the existing fencing.

1.2 *Employer's objectives*

The *Employer* and owner of the works, Transnet National Port Authority (TNPA), aim to meet the requirements of the ISPS code, ensure compliance with the relevant legislation and regulatory framework standards as well as address the security concerns and risks through the execution of this project. The *Employer's* objective is to replace the current steel palisade fence with welded mesh fencing. The welded mesh fencing has a long design life and requires minimal maintenance. The fence is robust and cannot easily be damaged in comparison with the other options considered. The welded mesh is designed to withstand harsh and corrosive environments and cannot easily be scaled, greatly improving the ports' security measures.

The *Employer's* objectives are to:

- i. Replace the existing steel palisade fencing with welded mesh fencing, providing a perimeter security fence that will demarcate the port boundary and restrict access to the port area.
- ii. Meet the requirements of the ISPS code, ensure compliance with the relevant legislation and regulatory framework standards as well as address the security concerns and risks.
- iii. Achieve completion of the Works by meeting the completion date whilst maintaining the highest environmental, quality, and safety standards, minimizing disruptions to ongoing port and terminal operations.

1.3 Interpretation and terminology

For the purposes of this Contract for all matters regarding technical decisions, Acceptance of Engineering related technical documents, Testing, Commissioning and any matters pertaining to the context of the Occupational Health and Safety Act, the *Contractor* is required to cooperate with the *Employer's* Engineers/Professional Engineers as per the NEC3 Engineering and Construction Contract (ECC) Core Clause 25.1 and Clause 14.2 as delegated by the *Project Manager* and the *Supervisor*, for the former and as applicable in the context. The instructions received by the *Contractor* shall be interpreted as lawful in matters pertaining to the former if the instruction has been endorsed by both the *Project Manager* or *Supervisor* and the *Employer's* Engineers/Professional Engineers as applicable in the context. The *Employer's* Engineers shall be named post-award of the Contract and prior to commencement of the Works. The *Contractor* is further advised that, in compliance with Core Clause 25.1, that cooperation with the *Employer's* Engineers and other representatives of the *Employer* (*Others*) is a requirement of this Contract and the *Contractor* is to allow, grant and facilitate all reasonable access that may be required by the *Employer's* Engineers and *Others* as applicable, for the provision of the Works.

The following terminology is used in this document:

Term	Meaning given to the term
Drawings	The latest revision of the construction drawings
Specification/s	The document/s forming part of the Contract, in which methods of executing the various items of work, and the nature and quality of the materials to be supplied are described. The specification includes technical schedules and drawings attached thereto as well as all samples and patterns interpretation of incorporated documentation.
<i>Supervisor</i>	As defined in the NEC3 ECC contract. Responsible for checking that the works are constructed in accordance with the drawings and the specifications.
<i>Project Manager</i>	As defined in the NEC3 ECC contract. Responsible for contractual matters, cost, and time.
<i>Contractor</i>	As defined in the NEC3 ECC contract, the company engaged to construct the works.
Works	As defined in the NEC3 ECC contract. That which is to be constructed/executed.

Native	Original electronic file format of documentation

The following abbreviations are used in this document:

Abbreviation	Meaning given to the abbreviation
BS	British Standard
CDS	Contractor Documentation Schedule
CEMP	Construction Environmental Management Plan
CIRP	Contractor's Industrial Relations Practitioner
CM	Construction Manager
DWG	Drawings
EO	Environmental Officer
IR	Industrial Relations
IRCC	Industrial Relations Co-ordinating Committee
PES	Project Environmental Specifications
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PPE	Personal Protective Equipment
QA	Quality Assurance
SANS	South African National Standards
SHE	Safety, Health and Environment
TNPA	Transnet National Ports Authority

2 Engineering and the *Contractor's* design

2.1 *Employer's* role

- 2.1.1 The *Employer* will rely on the *Contractor* for the design, supply, and installation to execute this project. The existing fence will be removed and replaced with new welded mesh fencing in the areas mentioned in this document.

2.2 *Contractor's* role

2.2.1 Permanent works

The Contractor is responsible for executing and providing designs, drawings, and/or information for the following parts of the works:

- i. Supply and construction of fencing (perimeter and other):

Replace the current fence with new welded mesh fencing in all areas specified in this document. The new fence should be modern and sturdy with no gaps or points of entry. The fence should be anti-climb, anti-cut, and anti-burrow. All fences supplied should be coated to protect against corrosion associated with the coastal environment.

- ii. Supply and construction of gates:

A variety of swing and sliding gates, either manual or automated, are to be installed at various locations throughout the Port as specified in this document. All swing gates and sliding gates should match the new welded mesh fence and should be well-lubricated to operate smoothly and efficiently. All gates are to be tamper resistant and should be coated to protect against corrosion.

- iii. Concrete foundations:

The new fence shall be secured to the foundations of the existing fence. If the exposed parts of the concrete foundation are damaged, have cracked, or have experienced spalling or any other defect as stated in SANS 2001-CC1, concrete patchwork will be necessary to rehabilitate and repair the foundations. The fence should not be erected on top of any concrete patchwork. Any defects to the concrete foundations and plinths will be repaired using suitable repair methods and products upon approval by the engineer. In the instance where no existing foundation is present, or the existing is found to be insufficient, a new suitable foundation shall be constructed.

Unless expressly stated to form part of the design responsibility of the *Employer* as stated under Section 2.1, and whether or not specifically stated to form part of the design responsibility of the *Contractor* under Section 2.2, all residual design responsibility and overall responsibility for the total design solution for the works rests with the *Contractor*.

2.2.2 Temporary works

Temporary works are all works other than the permanent works indicated in the project specifications, drawings, bill of quantities, and associated contract documentation. These include but are not limited to infrastructure to be removed from the Site at the end of construction, protection of new and existing infrastructure/services, dismantling existing infrastructure/services where specified and the like.

Any temporary works that may be necessary should be approved by the *Project Manager* prior to construction. Any temporary work submitted is required in a format of both calculations and drawings. The temporary works shall be structurally adequate and the foundations adequate with no settlement.

2.2.3 General

All temporary or permanent *works* designed by the *Contractor* shall remain the *Contractor's* responsibility. The *Contractor* shall appoint suitably qualified, experienced, and professionally registered engineers and designers, to be approved by the *Employer*, to carry out detailed designs for the permanent and where applicable temporary *works*, in accordance with this Works Information, the drawings, and the project specifications. The *Contractor* shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the design and construction of such permanent and temporary works.

The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval, and requirements of the construction regulations with regard to the temporary and permanent *works*.

Where temporary or permanent works are located close to or within infrastructure or property owned by others, e.g. Transnet Operating Divisions, Eskom, Telkom, or other service and utility owners as may be the case, the *Contractor* will be responsible for the following, but not limited to:

- i. Liaising with the relevant parties to ascertain impacts on existing property or any planned activities. Measures to eliminate or mitigate such impacts shall be developed and agreed to with all affected parties.
- ii. Ensuring compliance with the applicable standards, procedures, and requirements of such third parties.
- iii. Identify requirements and provide protection of all infrastructure owned by such third parties.

For both permanent and temporary works, the following shall apply:

- i. All calculations must be authenticated and authorised by Professional Engineers and/or Technologists registered with the Engineering Council of South Africa (ECSA).
- ii. The *Contractor* shall submit to the *Employer* and/or *Supervisor* for acceptance all design calculations and drawings for all permanent works as well as all temporary works.

-
- iii. The *Contractor* shall submit detailed drawings and workshop details for all designs to the *Project Manager* for acceptance by the *Employer's* Engineers and/or *Employer's* Consultant.
 - iv. The *Contractor* is wholly responsible for all design coordination, integration and liaison activities involved the works, and shall take all measures necessary and make all arrangements for activities such as meetings, inspections, endorsements, and any other activities required for the timeous completion of the works and to the appropriate quality. When these activities require the involvement of the *Employer's* Professional Engineering team or any other stakeholders, the *Contractor* is required to make these arrangements with due consideration of the *Employer's* Professional Engineering team's availability and the availability of other stakeholders.
 - v. The *Contractor* shall thus be wholly accountable and responsible for all aspects of his designs, including the implementation of all Statutory Safety, Health and Environmental Regulations of South Africa and the particular requirements, specifications, and regulations of the *Employer* pertaining to Health and Safety, Environment, Quality and Engineering.
 - vi. The *Contractor* shall be wholly accountable and responsible for the implementation of the aspects of his designs including commissioning, putting into service, and handover of his constructed designs to the *Employer*, and his duly appointed ECSA registered Engineers shall be held accountable and responsible for these aspects of the Works for the lifetime duration of the Works.

2.3 Procedure for submission and acceptance of *Contractor's* design

2.3.1 Submission procedure

The *Contractor* shall address the following procedures:

- i. The *Contractor's* design shall be submitted as part of the Tender Submission and will be evaluated at the Technical Evaluation stage in line with the *Employer's* requirements and specifications in this document.
- ii. The *Contractor* shall submit detailed drawings of the design including, but not limited to, the proposed fence, the proposed sliding and swing gates as well as all fixtures.

2.3.2 Documentation submission

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note stating all contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of *Contractor* data submitted are dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor's* Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (PDF) and native file format, with drawings in 'rvt', 'dgn', 'dxf', 'dwg' or similar approved formats as requested by the *Employer*.

The *Contractor* shall also provide any design package software files to the *Employer*, in the format specified by the *Employer*, if so requested, in order to review and/or verify drawings and designs.

The *Contractor* shall submit their designs to the *Project Manager* for approvals before commencing with any manufacturing or construction.

The *Contractor* undertakes design safety reviews with the *Project Manager*, the NEC Supervisor, the *Employer's* Engineer's and Professional team, the *Employer's* Health and Safety Officers, the *Employer's* Environmental Officers, the *Employer's* Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the *Employer* necessary for the provision of the Works.

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard included in Annexure B (Refer DOC-STD 0001).

2.4 Review and Acceptance of *Contractor's* documentation

- 2.4.1 The *Contractor* submits documentation as the Works Information to the *Project Manager* for review and acceptance.
- 2.4.2 The *Project Manager* may withhold acceptance of a submission if the document submission requirements stated in the Works Information are not adhered to.
- 2.4.3 The *Contractor* shall allow the *Project Manager* two weeks (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the *Employer* to the time of despatch to the *Contractor*. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- 2.4.4 After review by the *Employer*, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor's* review label, will be scanned and the hard copy will be returned to the *Contractor* under cover of the project's transmittal note for revision or re-submittal as instructed.
- 2.4.5 The *Contractor* will be advised by e-mail (accompanied by a copy of the project's Transmittal Note) that documentation is available for their collection.
- 2.4.6 On receipt of the reviewed documentation, the *Contractor* shall make any modifications as requested or marked up and resubmit the revised documentation to the *Project Manager* within two weeks. Queries regarding comments or changes shall be addressed with the *Project Manager* prior to re-submittal.
- 2.4.7 Any re-submittals, which do not include the changes or comments as indicated by the *Employer*, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised

documentation incorporating all comments and other specified details not included in the previous issue within two working days of receipt of the marked-up document.

- 2.4.8 The *Contractor* issues method statements in advance of carrying out items of work. The *Contractor* allows the period for reply for acceptance of method statements. Work does not commence until the *Supervisor* has accepted the relevant method statement. The *Contractor* does the work in accordance with the accepted method statement.

2.5 Use of *Contractor's* design

- 2.5.1 The *Contractor* grants the *Employer* a license to use the copyright in all design data presented to the *Employer* in relation to the works for any purpose in connection with the construction, reconstruction, refurbishment, repair, maintenance, and extension of the works, with such license being capable of transfer to any third party without the consent of the *Contractor*.
- 2.5.2 The *Contractor* vests in the *Employer* full title to the intellectual property and copyright in the design data created in relation to the works, irrespective of where or what those works may be.
- 2.5.3 The *Contractor* grants the *Employer* a non-exclusive license, in accordance with the provisions of Section 22 of the Copyright Act 1978, to copy any document/calculation compiled/done by the *Contractor* in connection with the Works, to make free and unrestricted use thereof for his own purposes, modify some or having it modified by a third party for any reasons, to provide copies thereof to a third party (*Contractors* or *Consultants*) of the *Employer* to be used by them for the purposes of tendering or consultancy.
- 2.5.4 Furthermore, if any such document/calculation by any Principal *Contractor* or *Subcontractor* is used for the Works, the *Contractor* requests such Principal *Contractor* or *Subcontractor* to grant to the *Employer* a similar non-exclusive license for the purposes set out herein.

2.6 As-built drawings, operating manuals, and maintenance schedules

- 2.6.1 The *Contractor* provides the following:
- The *Contractor* prepares two (2) marked-up hard copies of the latest revision of the *Employer's* documents/drawings to represent the as-built/final state.
 - The mark-ups shall be in RED and be complete and accurate. The *Contractor* submits the same to the *Project Manager* under cover of a *Contractor's* Transmittal Note.
 - The *Contractor* provides manuals in an A4 hard-covered, red, grease, and waterproof binder, using 2-ring type binders. The manuals are well-indexed and user-friendly and include a summarized Table of Contents.
 - Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
 - The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.

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- vi. The originals of all brochures shall be issued to the *Project Manager*. When a general brochure applies to a range of equipment, then the specific item, catalogue number, or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- vii. Where manuals include drawings that still need to be revised to 'as-built' status, and such manuals are required prior to 'as-built' status, the manual will not be considered to be in its final form until the 'as-built' version of each such drawing has been incorporated. The required number of copies of the manual(s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*. A typical example of what the binder/file(s) shall be marked with on the spine and the front cover is as follows:
- Project name and number
 - Manual title, e.g. Installation, Maintenance, and Operating Manual
 - Manual numbering (e.g. Volume 1 of 2, etc.)
 - Contract number
 - Contractor name
- viii. Unless otherwise stated, the required number of copies of all as-built/final/data packs shall be:
- 3 x hard copies (full size)
 - Adobe Acrobat (.pdf) and "Native" formats

2.6.2 As-built/final documentation

In undertaking the works (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard included in Annexure B (Refer DOC-STD 0001).

3 Construction

3.1 Temporary works, site services & construction constraints

3.1.1 *Employer's* site entry and security control, permits, and site regulations

The Port of Cape Town is a designated security area as per the ISPS requirements. Consequently, all access to the Port is strictly controlled. The *Contractor* shall comply with all the requirements of the *Employer* with regard to site entry. The cost of complying with this access security, including labour transport and access requirements and maintaining access cards for staff working on the site are included in the tendered price.

The *Contractor* complies with the following:

- i. The *Contractor* shall obtain the necessary entry permits for all staff working within the area in accordance with the access control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card.
- ii. The *Contractor* identification cards shall detail the individual's name and identity number. All costs incurred in providing construction personnel with ID cards shall be borne by the *Contractor* and shall be made by the *Contractor* to a standard acceptable to the *Project Manager*.
- iii. The *Contractor* is also required to obtain the relevant permits for his *Subcontractors* and all *Suppliers*. The *Contractor* is required to make applications for these permits on behalf of his workers, *Suppliers*, and *Subcontractors*. The *Contractor* is to make a cost and time allowance for obtaining the necessary permits.
- iv. Each of the *Contractor's* employees shall undergo a medical examination, certifying that the employee is fit and capable of undertaking the assigned tasks, as applicable.
- v. All people working within the Port are to undergo an induction on the port's health and safety, security, and general procedures. The cost of the induction will be for the *Contractor's* account. The *Contractor* is to allow for a minimum of one day for the induction period.
- vi. The minimum personal protective equipment (PPE) requirements for any of the *Contractor's* employees within the port boundaries shall include hard hats, safety vests, and safety boots. Where special circumstances dictate this, or as per the *Contractor's* activity-based risk assessment, or where so advised by the *Employer*, the *Contractor* shall also provide his employees with, but not limited to, ear protection, eye protection, dust masks, safety harnesses, and life jackets.
- vii. All drivers of vehicles using the port operational roads shall undergo an induction course to familiarise them with the terminal layout and the applicable regulations.
- viii. Each of the *Contractor's* employees shall have a valid police clearance certificate.

- ix. The *Contractor* is responsible for the security of the works until completion and hand-over and must make arrangements for security and the safekeeping of his property. The *Contractor's* watchmen are allowed on site for this purpose.
- x. The *Contractor* is to be in constant consultation with the Port's security operations to ensure compliance with all the required security procedures.

3.1.2 Restrictions to access on site, roads, walkways, and barricades

The *Contractor's* staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employer*. *Contractor* staff found disobeying this instruction will be subject to disciplinary action.

The *Contractor* complies with the following requirements of the *Employer*:

- i. Access to the area where the *Contractor* is working is to be strictly controlled and will be restricted to construction traffic only. No access will be given to private vehicles or public transport and, in this regard, the *Contractor* is to make provisions for transporting his labourers in from an external meeting/collection point.
- ii. The *Contractor* shall provide adequate transport for all staff members between the construction site and the *Contractor's* yard, as well as transport to and from work.

3.1.3 Site management, traffic management, and site delivery

- i. The *Contractor* is required to establish a well-planned site management system. To achieve this, the *Contractor* will provide a comprehensive well-planned work method and schedule followed by the submission of a detailed risk assessment for approval and implementation.
- ii. The *Contractor* shall develop a traffic management plan to ensure safety in construction as well as with the interface with operations.
- iii. The *Contractor* shall plan the delivery of equipment and materials to site accordingly, minimizing the amount of material on site. The *Contractor* shall be responsible for temporarily upgrading the access route should the *Contractor* deem it necessary for the delivery of the *Contractor's* Equipment and/or Materials to site.
- iv. The *Contractor* shall be responsible for ensuring the safe passage of construction traffic to and around the site at all times. The *Contractor* shall not traverse any areas outside the immediate vicinity of the construction site(s) or designated access routes approved by the *Project Manager*. Any person(s) found contravening these restrictions will be subject to disciplinary action and may be instructed to be removed off site.

3.1.4 People restrictions on site, hours of work, conduct, and records:

The working hours shall be in accordance with the requirements of the Department of Labour and basic conditions of employment. This information relating to working hours shall be supplied to the *Project Manager*, prior to commencement of the proposed working hours. Normal working hours shall be Monday to Friday 07h00 – 17h00. If the *Contractor* requires working extended

hours, a formal request shall be submitted to the *Supervisor* for approval. The cost incurred by the *Employer* to accommodate extended hours may be for the *Contractor's* account. External lighting shall be directed at the working areas and not away from the site. Staff, with the exemption of security personnel, shall not remain on the site overnight without the agreement of the *Project Manager*.

3.1.4.1 The *Contractor* keeps daily records of his people engaged on the site and working areas (including *Subcontractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.5 Health and safety facilities on site

At all times during construction, the *Contractor* is responsible for the safety of all persons on site and shall have the necessary systems and procedures in place to effectively manage this in relation to health and safety requirements in addition to those of the Occupation Health and Safety (OHS) Act 85 of 1993.

3.1.6 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall perform the works and all construction activities within the site and working areas having due regard for the environment and environmental management practices.

3.1.7 Title to materials from demolition and excavation

- i. The *Contractor* has no right to any materials arising from demolitions if such material is to be re-used and re-incorporated into the new works and is required for the completion of the works as specified in the Works Information or Pricing Instructions. The title to such materials remains with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside, and/or dispose of such materials for the benefit of the *Employer* in accordance with NEC3 ECC Clause 73.1.
- ii. Where such materials become available for spoiling the *Project Manager* shall instruct the *Contractor* how to label, mark, set aside, and/or dispose of such materials for the benefit of the *Employer* in accordance with NEC3 ECC Clause 73.1.

3.1.8 Cooperating with and obtaining acceptance from others

3.1.8.1 The *Contractor* must make allowance for the necessity to interface with the activities of others including the *Employer*, *Project Manager*, *Others* appointed by the *Employer*, and any other 3rd party stakeholders, to allow smooth, uninterrupted construction, mitigate risk which could cause, and where possible completely avoid, delays in construction between *Contractors* and to allow for safe access and working conditions.

3.1.8.2 The *Contractor* shall organize the work to cause the least possible inconvenience to other construction activities or operations at the site. Access for *Others* to adjacent areas shall be maintained at all times. Temporary access points shall be provided for the *Employer*.

3.1.8.3 The *Contractor* shall be responsible for his construction programme, which shall be subject to approval by the *Employer* and *Project Manager*. *Contractors* shall be deemed to have allowed in

their tender for any additional cost to be incurred due to the foregoing. No claims for extra costs for coordination and cooperation with *Others* will be entertained.

3.1.8.4 The *Contractor* shall manage all persons executing the works, including all *Subcontractors/OEMs* and *Suppliers* undertaking temporary or permanent works, or supplying Plant and Materials to site.

3.1.8.5 The *Contractor* performs the works and co-operates with:

- i. All authorized officials and employees of the *Employer*.
- ii. Other effected/associated 3rd parties.
- iii. Any local and/or national authorities.

3.1.9 Risks

The *Contractor* will be required to provide method statements, risk assessments, job safety analyses, and the like, which shall specifically include measures to mitigate risks at identified high-risk locations. Particular risks that have already been identified at such locations are outlined below.

3.1.9.1 Relocation and protection of services and Infrastructure

- i. It is not foreseen that any existing services and/or infrastructure have to be relocated, however if required, risk assessments, method statements, and procedures must be compiled and approved by the *Employer* for these works, including in particular the tie-in of the existing and relocated sections of these services.
- ii. Measures for the protection of any existing or new services and/or infrastructure shall also be documented. Risk assessments, method statements, and procedures shall be approved by the *Employer* prior to the commencement of works near such services and/or infrastructure.

3.1.9.2 The above lists do not constitute a comprehensive schedule of such risks but are intended only as an initial guideline to the *Contractor*.

3.1.10 Publicity and progress photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards, using the details of the contract in any advertising media, or revealing any details of the contract to the public. The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.10.1 The site establishment area shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Contractor* has de-established from site.

3.1.10.2 The *Contractor* provides a comprehensive photographic record of the progress of the works by taking photographs at weekly intervals. The initial photographs are to be taken at the start of

the project, immediately prior to the commencement of any work. As far as possible each set of photographs shall be taken from the same locations as the previous set.

3.1.10.3 The areas to be photographed and the number of photographs in each area will be determined by the *Project Manager*.

3.1.10.4 Photographs are to be submitted in JPEG format, with a minimum resolution of 1200 x 800. Each set of photographs must be accompanied by an index showing:

- Contract reference
- Photograph file reference
- Date of photograph
- Subject matter

3.1.11 *Contractor's Equipment*

3.1.11.1 The *Contractor* keeps daily records of his Equipment used on site and in the working areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.11.2 The *Contractor*, within fourteen (14) days after completion, must completely remove from site all his plant, materials, equipment, stores, temporary accommodation, or any other asset belonging to him and leaves the site in a tidy condition to the satisfaction of the *Project Manager*. The site must be left in a similar or better condition than during occupation. No excess or discarded materials, plants, or stores may be buried or dumped within the *Employer's* boundaries.

3.1.12 Equipment provided by the *Employer*

The *Employer* does not provide any Equipment for the *Contractor*.

3.1.13 Site services and facilities

No connection points for electricity power supply are available on site. The *Contractor* shall make arrangements for the connection of electricity power supply to his work site. The position of the existing supply connection points for water, if available, is to be indicated by the *Project Manager*. The *Contractor* is to make arrangements for the connection of such services to his working areas, for his use during construction. Where such services are purchased from the Port, the applicable tariffs will be those that the Local Authority charges the Port and shall be obtained by the *Contractor*. There is no water-borne sewage facility available. The *Contractor* shall provide everything else necessary for providing the works.

3.1.13.1 The *Employer* provides the following facilities for the *Contractor*:

- i. The site and access to the site will be made available to the *Contractor* for the duration of the works, subject to the limitations provided in this Works Information.
- ii. Yard and laydown areas

The *Contractor* may establish a yard and laydown areas as indicated under Part C4 - Site Information. The provision of utility services shall be as detailed in the Site Information.

The *Employer* will not provide any further designated space on site for the establishment of offices, workshops, storage areas, or the like. The *Contractor* may however liaise with the *Employer* and *Others* engaged in concurrent construction activities to obtain their consent for temporary storage of materials and equipment outside of the designated yard and laydown areas. This will be at the sole risk of the *Contractor*.

The *Contractor* shall ensure that the areas are properly fenced and secured at all times and shall provide all access control. The areas may only be used for the storage of materials, temporary sanitation facilities, and other essential activities required for the works.

Accommodation of the *Contractor's* staff at the yard and laydown areas will not be permitted. The *Contractor* may retain 24-hour security at the yard and laydown areas, provided that proper temporary sanitation and shelters are provided.

3.1.13.2 Wherever the *Employer* provides facilities (including, inter alia, temporary power, water, waste disposal, telecommunications, etc.) for the *Contractor's* use within the working areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and *Others* in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.14 Facilities provided by the *Contractor*:

3.1.14.1 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

- i. The *Contractor* provides, maintains, moves to new positions as required, and finally removes proper portable toilets of sufficient number at his cost. Toilets are to be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition. Where no suitable connection to a sewerage system is feasible, conservancy tanks or chemical-type toilets may be used. The *Contractor* shall make arrangements with the Local Authority for the disposal of night soil at his cost.

The *Contractor* must make arrangements for the disposal of sewerage and wastewater. Sewerage may not be disposed of on site. Transnet facilities may not be used.

- ii. Strictly no housing will be permitted within the *Contractor's* laydown area or anywhere else within the port boundaries. The *Contractor* shall make arrangements for housing his employees and transporting them to and from the working area.

- iii. Temporary lighting and fencing

The *Contractor* must ensure that the working area is well-lit at night and that all the fences, obstacles, and hazards are marked. The *Contractor* provides temporary lighting and fencing around every section occupied during the construction of the works. Such fencing demarcates and secures the construction area at each stage and is erected

before work starts in that area and removed only upon completion of that area and re-erected as work proceeds. The *Contractor* is responsible for all costs such as lighting and fencing, including access control into and out of these restricted areas. The *Project Manager's* acceptance is to be obtained for the use of any temporary lighting on the site due to the impact that this may have on vessel traffic in the harbour and/or interference with surrounding communities

- iv. Temporary buildings and fencing shall be neat and presentable and the site area shall be kept in a neat, clean, and orderly condition.
- v. The *Contractor* submits the following drawings to the *Project Manager* for acceptance before commencing with the establishment of the site facilities:
 - a. Location drawing showing the area to be occupied by the *Contractor*.
 - b. Layout drawing of the proposed facilities.

3.1.14.2 Unless expressly stated as a responsibility of the *Employer* as stated under Section 3.1.13, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to provide the works remain the responsibility of the *Contractor*.

3.1.15 Existing premises and inspection of adjoining properties

The *Contractor* shall visit the site of the proposed works and acquaint themselves with the nature of the works, the conditions under which the works are to be performed, the means of access to the site, and all further matters that may influence or affect the execution of the works.

3.1.16 Survey control and setting out of the works

Any topographical survey carried out as part of the works shall be undertaken by a SAGC registered surveyor, to be appointed by the *Contractor*, and to be approved by the *Employer*.

The *Contractor* shall appoint such a competent surveyor to properly set out all works prior to installation, as well as after installation for as-built documentation purposes. Should the *Project Manager* be unsatisfied with the setting out or any other associated survey details, he may request that an additional surveyor be appointed to validate all coordinates.

3.1.16.1 The *Employer* provides the following information and survey controls for the *Contractor*:

- i. Survey reference points will be provided by the *Employer*. The *Contractor* shall, within two weeks after the site has been handed over to him, ascertain the correctness of all surveys and reference points. Any discrepancy shall immediately be reported in writing to the *Employer*. Any costs arising from discrepancies that were not reported to the *Employer* within the aforementioned period shall be the sole responsibility of the *Contractor*.
- ii. The *Contractor* shall take care that property beacons, trigonometrical survey beacons, or setting-out beacons are not displaced or destroyed without the consent of the *Employer*. Property beacons and trigonometrical survey beacons that have been

displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

- iii. The cost of replacing any beacons displaced or destroyed during the contract without the consent of the *Employer* shall be to the *Contractor's* account.
- iv. The *Contractor* is to note that the coordinates shown on all drawings relate to the WGS 84 survey system. A local system using Lo25 has been used for this project.

3.1.17 Excavations and associated water control

It is the responsibility of the *Contractor* to ensure that all excavations are rendered safe and suitable for construction and conform to the requirements of the Construction Regulations (CR 13). The *Contractor* shall not continue construction in conditions that the *Project Manager* does not approve of. The *Contractor* will be required to design and submit for approval the methods of excavation.

3.1.17.1 The *Contractor* complies with the following requirements:

- i. The *Contractor* shall consult the *Project Manager* prior to undertaking any excavation work.
- ii. All excavations deeper than 1.5 m below ground level shall either be fully shored or the sides shall be battered back to a safe angle as determined by the strength of the soil and approved by the relevant competent person appointed in writing in terms of the Occupational Health and Safety Act 85 of 1993. An evaluation of the stability of the ground, as far as reasonably practicable, is to be undertaken prior to excavation.
- iii. The *Contractor* shall be responsible for the protection of the works including the provision of the temporary drainage works such as drains, open channels, and banks, and providing and operating temporary pumps and such other equipment as may be necessary for adequately protecting and dewatering the works. Work performed by the *Contractor* as part of the protection of the works shall be deemed included in the tendered rates for the various items captured in the pricing document.
- iv. The *Contractor* shall obtain all the necessary work permits before starting any excavations in accordance with health and safety procedures.
- v. The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- vi. The control of water during construction, including in particular dewatering of deep excavations, shall be managed and controlled in accordance with method statements to be compiled by the *Contractor* and approved by the *Project Manager* prior to the commencement of the works. These method statements shall include all measures that are required to remove or mitigate adverse environmental impacts. The *Contractor* will

only be allowed to construct such drainage water control systems once the method statement is approved by the *Project Manager*.

3.1.18 Underground services, other existing services, cable and pipe trenches, and covers

3.1.18.1 No excavations shall be done within and outside the port area, as applicable, in the absence of a written permit, to be issued by the port authorities and other relevant parties. The *Contractor* shall also ensure that any other required permits to excavate are in place.

3.1.18.2 The *Contractor* is required to liaise with the *Project Manager* or *Supervisor* and establish as accurately as possible, the location of the various existing services situated within the working areas and record all such information on a suitable 'marked-up' drawing for reference at all times. As far as possible, existing services have been shown on the drawings included in this contract. The drawings showing the existing services are supplied as a guide only.

3.1.18.3 The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation work as may be directed by the *Project Manager* to avoid damage or disruption to existing services.

3.1.18.4 Where any live, existing, or new services are anticipated, the *Contractor* shall excavate by hand trial pits and proving trenches. Prior to commencing with such hand excavations, the *Contractor* shall provide detailed and specific method statements, risk assessments, and the like for approval by the *Employer*.

3.1.18.5 Care shall be taken by the *Contractor* to protect all existing services unless they are confirmed to be abandoned. The same care shall apply to any new services.

3.1.18.6 If any existing and/or new service is damaged, that should have been located or protected by the *Contractor*, the *Contractor* shall be required to carry the cost of the repair of that service.

3.1.18.7 Should any service be damaged by the *Contractor*, it is the responsibility of the *Contractor* to report such damage to the *Project Manager* immediately.

3.1.18.8 Where the *Contractor* encounters existing services the *Contractor* undertakes the following:

- i. Immediately notify the *Project Manager*, relevant utility owners, or officials of the located service.
- ii. Ascertain whether the service is still required and must remain live, or whether the service has been abandoned.
- iii. If the service is confirmed as abandoned, the *Contractor* shall remove such service, if so instructed by the *Employer*.
- iv. If the service is deemed live, it shall be protected by the *Contractor* and marked on the specific record drawing(s) for that area or service discipline. The service shall be demarcated by the placement of brightly painted wooden stakes to provide clear visibility of such services to the construction teams and others working in the area.

3.1.19 Control of noise, dust, water, and waste

The *Contractor* shall take all reasonable steps to contain unacceptable levels of noise and dust, in accordance with the specified and referenced environmental, health and safety requirements. The control and disposal of water and waste must be expressly stated and approved by *Project Manager* prior to any of these activities taking place.

3.1.19.1 The *Contractor* complies with the following:

- i. The *Contractor* is to provide dust suppression as per the CEMP, PES and SES documents to ensure that dust levels resulting from the *Contractor's* construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications.
- ii. The control of water during construction, including in particular drainage of deep excavations, shall be managed and controlled in accordance with method statements to be compiled by the *Contractor* and approved by the *Project Manager* prior to the commencement of the works. These method statements shall include all measures that are required to remove or mitigate adverse environmental impacts.
- iii. The *Contractor* shall dispose of all waste products at an appropriately licensed and registered waste disposal site, to be approved by the *Project Manager*. The *Contractor* shall provide written proof that all permits for the waste disposal site are in place. Waste may not be disposed of at the designated stockpile area, as described in Part C4 – Site Information.
- iv. All ferrous materials emanating from the works shall be stockpiled at a designated stockpile area, as described in Part C4 – Site Information, or as otherwise advised by the *Project Manager*. The ferrous materials will remain the property of the *Employer*.

3.1.20 Giving notice of work to be covered up

The *Contractor* shall notify the *Supervisor* prior to covering up any of the completed works, to allow the *Supervisor* time for inspection of those works. This notification is given not less than 48 (forty-eight) hours prior to the proposed covering up.

3.1.20.1 The *Contractor* notifies the *Supervisor* of the following elements of the *works* which are to be covered up:

- i. All excavations for posts
- ii. Blinding under base plates
- iii. Before casting ground beams
- iv. All reinforcement and shuttering prior to concreting.

3.2 Completion, testing, commissioning, and correction of Defects

3.2.1 The *work* to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. The *Project Manager* cannot certify completion until all the work listed below has been done and is also free of defects, which would have, in his opinion, prevented the *Employer* from using the works and *Others* from doing their work.

Item of work	To be completed by
Submission of all data packs, quality assurance records and as-built drawings	30 days after Completion date

The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of as-built documents that represent the status of the completed works (to include Plant within the works) to present to the *Employer*.

3.2.2 Materials facilities and samples for tests and inspections

The *Contractor* provides the *Employer* with the following materials, facilities and samples during the provision of the works, as per NEC3 ECC Clause 40.2:

3.2.2.1 The *Contractor* is required to provide all materials, facilities and samples for any tests required in Section 4 below.

3.2.2.2 The *Contractor* shall furnish samples of any Plant that is other than, or different to, that required by the *Employer's* Engineering specifications, that shall be utilised in the *Contractor's* designs, to the *Supervisor* for acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from installing said Plant without the required prior authorization from the *Employer's* Engineers.

3.2.2.3 The *Contractor* shall furnish samples of any Plant that is proposed to be used in the *Contractor's* designs, to the *Supervisor* for acceptance by the *Employer's* Engineers. The *Contractor* is prohibited from designing with, and subsequently installing said Plant without the required prior authorization from the *Employer's* Engineers.

3.2.2.4 Samples, tests and inspections required of the *Contractor*, shall be as specified in Section 3 of C3.1 or any other standards, specifications or statutory requirements referred to therein or annexed thereto.

3.2.2.5 The *Contractor* shall give notice to the *Supervisor* of the required inspection not less than 48 hours before the inspection is required.

3.2.3 The *Employer* will not provide any materials or facilities for the use of the *Contractor*, to perform tests and inspections.

3.2.4 The *Contractor* ensures that the documentation as described under paragraph 3.2.1 of the *Works* Information is presented to the *Project Manager* before completion.

3.2.5 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of as-built documents and maintenance manuals that represent the plant, services and systems that reflect the status of the completed works for Mechanical, Electrical, Civil and Structural (and including Plant within the works) to present to the *Employer*.

3.2.6 Upon completion of the works, the *Contractor* will ensure that the following requirements are in order:

The fencing and all gates should be free from:

- Binding;
- Warping;
- Excessive deflection;
- Distortion;
- Non-alignment; and
- Malfunction.

Should either of the fencing panels or gates experience any one, or combination, of the above-mentioned defects, it should be corrected accordingly before commissioning.

3.2.7 Access given by the *Employer* for correction of Defects

The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after completion:

Where the *Contractor* has to return to site after completion to rectify notified defects, the *Employer* may either impose the same site access/egress restrictions as communicated elsewhere under C3.1 *Employer's Works Information* at the starting date/access date stated under Contract Data - Part One, or as the works are now in use or the *Employer's* occupation of the site may be incrementally or substantially changed post completion.

4 Plant and Materials standards and workmanship

The *Contractor* provides Plant and Materials for inclusion in the works in accordance with the standard specifications and/or project specifications, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the working areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

- a. No Plant or Materials will be provided 'free issue' by the *Employer*
- b. The *Contractor* provides all Plant and Materials necessary for the works.
- c. The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the works.

4.1 Investigation, Survey and Site Clearance

The *Contractor* will be responsible for setting out the works.

The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.

4.1.1 The *Contractor* carries out the following investigations at the site

- i. Additional geotechnical investigations as deemed necessary by the *Contractor*, by the *Employer* or by the *Project Manager*.
- ii. Additional topographical surveys where deemed necessary by the *Contractor*, by the *Employer* or by the *Project Manager*.

4.2 Civil Engineering and Structural Works

4.1.1 Where the SANS 1200 series of specifications are used within the Works Information, the following interpretations and meanings shall apply:

4.1.1.1 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.

4.1.1.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under NEC3 ECC Clause 17.1.

4.1.2 Security fencing

4.1.2.1 Removal of the existing fence and installing of new fence

The current palisade fencing is to be unbolted from the concrete foundations and stockpiled in a designated area specified by the *Employer*. The current concrete foundations and concrete plinths are to be re-used for this project. All exposed concrete surfaces should undergo concrete repair, using suitable methods and materials that are approved by the *Employer's Engineer*, to re-establish their condition before the new fence is installed. Once the concrete has been restored, the new fence is to be secured onto the foundations by means of appropriate galvanised bolts and anchors.

4.1.2.2 In the event that there are no foundations or plinths present in a certain area, the *Contractor* is to obtain permission from the *Project Manager* before any installation is done. The responsibility lies with the *Contractor* to obtain and verify the underground utility drawings and to ensure that no damage occurs to services or infrastructure during the installation of the foundations and plinths.

4.1.2.3 It is important to note the panel lengths of the current palisade fence to ensure that the new fence fits onto the current foundation. It is expected that the *Contractor* provides an appropriate solution based on the current foundation spacings. If the current foundation spacings do not align with industry standard panel widths, alternative arrangements such as manufacturing or adapting the panels will be required. Any adapting of standard panel widths to fit the current foundation spacings should not compromise on the quality of the fence in any way, shape or form, and no adaptations can be made that will revoke the warranty of the fence from the supplier. The details below should be read in conjunction with the drawings supplied:

- Panel lengths from the centreline of the posts: 1 950 mm (no expansion joint)
- Concrete plinth length: 1 550 mm

4.1.2.4 The responsibility lies with the *Contractor* to verify the current palisade panel lengths before supplying any material.

4.1.2.5 Description of new fence system

a. General:

- i. The minimum life span installed shall be a minimum of 10 years prior to any maintenance being required.
- ii. All steel materials shall be of good commercial quality, galvanized steel.
- iii. Zinc coating shall be smooth and essentially free from lumps, globs, or points.
- iv. Miscellaneous material shall be galvanized.
- v. All fences installed in the coastal zone (within 20 km) measured linear distance from the nearest shoreline shall be coated with a minimum thickness of 250 micron layer thickness

additional plastic type continuous coating, over and above the wire metal coating described above and applied at the source of manufacturing.

b. Fencing post:

- i. Post width shall be 85mm - tapering to 45mm with a depth of 85mm.
- ii. The posts shall match the height requirements of the fencing types.
- iii. The posts shall be securely bolted onto existing concrete foundations.
- iv. The posts shall be black to match the colour of the fencing panels and should be secured correctly to the fencing panels to avoid gaps or loose wires.
- v. If the posts are hollow, they shall be sealed with a UV stabilized polymer cap to prevent rainwater and other impurities or debris from accumulating within the post.
- vi. All posts shall be galvanized and coated with a marine-grade coating to prevent corrosion and decrease future maintenance costs.
- vii. Post shall include 'locking recess mechanism' to secure panel edge.

c. Panel:

- i. Panel shall be high density anti-climbing and anti-cut pressed mesh of 3,305m width.
- ii. Panel aperture size (centres) shall be 76.2mm x 12.7mm.
- iii. Wires shall be high tensile galvanized with a minimum diameter of 4mm.
- iv. The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity).
- v. Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line).
- vi. Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle).
- vii. Panel post shall have a flush panel post finish with no climbing aid.
- viii. Panel shall be affixed to post over 48 line wires using 8 x double bolt comb clamps and 8 x single bolt comb clamps using 24 x anti-vandal bolts.
- ix. The panel shall be reinforced with high-tensile toughened steel bar cage to be positioned at 152.4mm intervals. To prevent cutting using common hand tools (minimum test block penetration).
- x. Panel and fixtures shall be galvanized and coated with a marine-grade coating.
- xi. Bitumen coated mesh under dig of 300mm shall be attached to the toe of the panel and inserted in a concrete plinth of 200mm x 400mm.
- xii. Fence corner configuration. The fence configuration should not have any sharp corners and all angles at changes of direction should be a minimum of 130 degrees.

d. Concrete post foundation:

- i. As far as possible, the new fence shall be mounted to the existing foundations. If a new foundation needs to be installed, the following requirements will apply.
- ii. The post foundation shall be 400 mm (W) x 400 mm (L) x 600 mm (D).
- iii. The foundations shall be constructed with a minimum of 25 MPa concrete (unreinforced) and has a 20 mm chamfer around all edges visible above ground. Should any patchwork be applied to the exposed edges of the foundations, the area that is repaired is to be finished with a 20 mm chamfer as well.

e. Mass concrete plinths (anti-burrowing measure):

- i. The fencing shall have a mass concrete plinth with dimensions 200 mm (W) x 400 mm (D) as an anti-burrowing measure between post foundations.
- ii. The concrete plinths are unreinforced and constructed with a minimum of 25 MPa concrete. The plinths have a 20 mm chamfer on all edges visible above ground. Should any patchwork be applied to the exposed edges of the plinths, the area that is repaired is to be finished with a 20 mm chamfer as well.

f. Repair of existing post foundations and anti-burrow plinths

- i. As far as possible, the new fence shall be mounted to the existing foundations.
- ii. The *Contractor* shall make allowance for exposing the existing post foundations and anti-burrowing plinths for inspection.
- iii. Visible signs of deterioration shall be repaired in accordance with conventional concrete repair methodologies as per SANS 10100-2 and SANS 2001:CC1.

g. High-risk security fencing:

- i. The high-risk security fencing shall be 2700 mm high.
- ii. Anti-climbing measures shall include galvanized high ripper blade concertine coil wire mounted on top of the fence (at minimum 300mm high) as well as a 100mm high galvanized 'castle' type spike rail.

h. Medium-risk security fencing:

- i. The medium-risk security fencing shall be 2400 mm high.
- ii. Anti-climbing measures shall include a 100mm high galvanized 'castle' type spike rail.

i. Low-risk security fencing:

- i. The low-risk security fencing shall be 2100 mm high.
- ii. Anti-climbing measures shall include a 100mm high galvanized 'castle' type spike rail.

4.1.2.6 In addition the fence installation must conform to the following requirements:

- i. Certificate of compliance for materials and coatings.

- ii. Quality control program shall be submitted to the *Project Manager* for review prior to commencement of any work.
- iii. Product Performance Guarantee Certificate (min 10 years).

4.1.2.7 Setting out

The *Contractor* is to set out the fence line and gate positions in clearly identifiable markers and is to verify the actual positions, sizes and lengths on site with the *Project Manager* prior to manufacturing.

4.1.2.8 Gates

- a. This Contractor is required to supply, fabricate and install swing gate/s.
- b. The gates must be manufactured to match the height and panel specification of the adjoining fence as listed above.
- c. All connections and joints shall be welded to form rigid frames or assembled with corner fittings.
- d. Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.
- e. Double hinges must be supplied. Allowance to be made for a lock plate and anchor rods for securing in the closed position.
- f. The gates must be galvanized and corrosion protected using the same method as for the fence.
- g. In the event of a collision with the gate, fence foundations must not be disturbed.

4.1.3 Concrete and formwork

This section covers the construction of all new concrete and associated concrete works requirements for the proposed construction.

4.1.3.1 The following specifications shall apply:

- a. SANS 1200G: Concrete
- b. SANS 2001: CC1 – Construction works: Concrete works (structural)
- c. SANS 1083:2006 – Aggregates from natural stone
- d. SANS 10100-2:2000 – The structural use of concrete – Part 2: Materials and execution of work
- e. SANS 50197-1:2000 – Cement – composition, specification and conformity criteria. Part 1: Common cements
- f. SANS 1491-1:2005 – Portland cement extenders – Part 1 Ground granulated blast furnace slag
- g. SANS 1491-2:2005 – Portland cement extenders – Part 2 Fly ash
- h. SANS 1491-3:2006 – Portland cement extenders – Part 3 Condensed Silica Fume

4.1.3.2 Cement

- a. Common cements, complying with SANS 50197-1 shall be used for all concrete work. On no account shall masonry cements be used for concrete work, even if the strength designations are the same as for common cements.
- b. The *Supervisor* for test purposes may require samples of cement from any one, or from every consignment. Cement in any consignment from which a sample may have been taken for testing shall not be used until it has been approved. Allowance must be made for possible delay in that tests may take 10 days to carry out.
- c. Bags of cement shall be stacked in a waterproof, solidly constructed shed with a central door and a floor rendered damp-proof with a tarpaulin. The bags of cement shall be closely stacked (but not against walls) in order to reduce air circulation in such a manner that the cement is used in the order in which it was received, i.e. first in first out.

4.1.3.3 Aggregates

- a. Fine and coarse aggregate shall comply with the relevant clauses of SANS 1083.
- b. Sand (fine aggregate):
 - i. The fine aggregates shall comply with the requirements of SANS Specification 1083. Other aggregates may be approved if they have a satisfactory history and / or test results.
 - ii. No aggregate may be used until it has been approved. Samples having a mass of 25kg.
 - iii. (16.5 litres of the proposed aggregate to be used may be required by the *Supervisor* for test purposes. Samples having a mass of 25kg shall be forwarded every 3 months during concreting work and also if the source of supply is changed. Allowance must be made for possible delay in that the tests may take 14 days to carry out.

4.1.3.4 Admixtures

Admixtures containing chlorides will not be permitted in reinforced concrete.

4.1.3.5 Batching

- a. All cementitious binders shall be batched by full sack or by mass batching with approved precision weighing equipment.
- b. All aggregates shall be precisely measured by mass using approved precision weighing equipment, unless otherwise permitted by the *Project Manager*.
- c. Should any variation in the composition of the aggregate become apparent, the *Project Manager* shall be notified and a further sample of aggregate submitted immediately for his approval.

4.1.3.6 Concrete placing

- a. The size, shape and depth of any excavation shall be approved by the *Project Manager* before concrete is placed.

4.1.3.7 Construction joints

- a. Unless otherwise shown on the drawings, the exact position of horizontal construction joints shall be marked on the formwork by means of grout checks in order to obtain truly horizontal joints.
- b. Stub columns, stub walls and stays on footings shall be cast integrally with the footing and not afterwards, even where another class of concrete is being used.
- c. Joint lines shall be so arranged that they coincide with features of the finished work.
- d. Where new concrete is to be cast against a hardened concrete surface, neat cement slurry mixed to a creamy consistency shall be brushed onto the cleaned concrete surface.
- e. Contraction joints shall be smooth and shall have one coat of limewash or PVA applied to the older surface prior to casting the fresher concrete.

4.1.3.8 Movement joints

All movement joints are to be filled in with approved bitumen impregnated soft board or expanded polyethylene strip unless otherwise specified or detailed on drawings. Descriptions (prices) of movement joints shall be deemed to include formwork.

4.1.3.9 Grouting

- a. 25 MPa non-shrink cementitious grout shall be used.
- b. Bedding approximately 25mm thick under base plate including chamfered edges all round.

4.1.3.10 Curing compound

- a. Unless otherwise directed by the *Project Manager*, the curing compound shall be:
- b. An approved trafficable, resin-based, white pigmented, membrane forming for slopes flatter than 1:1.
- c. An approved clear, aesthetically acceptable, membrane forming for all other concrete surfaces, including beam and slab soffits.
- d. The curing compound shall comply with specification ASTM C309, except that the maximum permissible water loss in the test shall be 0,40 kg/m².
- e. Alternatively, the curing compound shall be acceptable if the treated concrete retains 90% or more of its mixing water when subject to the test set out in BS 8110 Part 1 – Chapter 6.6.

4.1.3.11 Curing compound application:

- a. The total application rate of the curing compound shall be the greater of the *Supplier's* specification or 0.90 l/m². On textured concrete surfaces, the total application rate shall be 0.90 l/m².
- b. In cases of concrete surfaces with run-off problems, it may be necessary to apply more than one coat of membrane forming curing compound to obtain the specified total or cumulative application rate.
- c. Curing in accordance with SANS 1200G shall commence on all concrete surfaces as soon as it is practical.
- d. On unformed surfaces the curing compound shall be applied after finishing and as soon as the free water on the surface has disappeared and no water sheen is visible, but no so late that the liquid curing compound will be absorbed into the concrete.

- e. On formed surfaces, the exposed concrete shall be wet with water immediately after the forms are removed and kept moist until the curing compound is applied.
- f. Application of the curing compound shall begin once the concrete has reached a uniformly damp appearance with no free water on the surface.
- g. Application of the compound may be done by hand or power spray.
- h. The compound shall be applied at a uniform rate with two applications at right angles to each other to ensure complete coverage.
- i. Pigmented compounds, without a thixotropic agent, shall be adequately stirred to assure even distribution of the pigment during application.
- j. Unless otherwise directed by the *Project Manager*, the initial 24 hour curing of concrete surfaces not covered by formwork shall be carried out by ponding, covering with constantly wetted sand or mats, or continuous spraying in accordance with SANS 1200G when the following climatic conditions occur:
 - i. Wind velocity greater than 5 m/s; and/or
 - ii. Ambient temperature is above 25°C; and/or
 - iii. The relative humidity is below 60%.
- k. If plastic shrinkage occurs, the concrete, while still plastic, shall be re-vibrated, floated and re-coated with curing compound as if no curing has previously taken place.

4.1.3.12 Curing period

- a. The curing period for concrete containing only CEM 1 shall be 7 days.
- b. The curing period for concrete containing CEM 1 plus cement extenders (MGBS, FA) shall be 10 days.
- c. The curing period will start on completion of the concrete pour and for formed surfaces shall include the time for which forms are still in place after the pour.

4.1.3.13 Concrete records

- a. The *Contractor* shall maintain the following daily records for every part of the concrete structure and shall make these available at all times during the progress of the work for inspection by the *Project Manager*:
 - i. The date and time during which concrete was placed.
 - ii. The mixed proportions and specified strength.
 - iii. The type and brand of cement.
 - iv. The slump of the concrete.
 - v. The identifying marks of test cubes made.
 - vi. Curing procedure applied to concrete placed.
 - vii. The times when shuttering was stripped and props removed.
 - viii. The date of despatch of the cubes to the testing laboratory.

ix. The test results.

- b. The records shall be delivered to the *Project Manager* each week except in the case of sub-standard concrete, when the *Project Manager* shall be informed immediately.

4.1.3.14 Tolerances

Deviations shall be within the limits listed in SANS 1200G for degree of accuracy II unless otherwise specified.

4.1.3.15 Testing and monitoring

Frequency of sampling and testing shall be as specified in SANS 1200G.

4.1.3.16 Cost of test

- a. The costs of making, storing and testing of concrete test cubes as required by SANS 1200G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the *Project Manager*. The testing shall be undertaken by an independent firm or institution nominated by the *Contractor* to the approval of the *Project Manager* (test cubes are measured separately).
- b. If the quantity of concrete from which samples were taken exceeds 40m³, it shall be subject to the testing of a minimum of 3 sets of samples per day from each grade of concrete placed in each independent structure.
- c. If the quantity of concrete from which samples were taken is less than 40m³, it shall be subject to the testing of a minimum of 2 sets of samples per day from each grade of concrete placed in each independent structure.
- d. If the *Contractor* disputes the results of the tests on concrete cubes, the concrete represented by the cubes will be considered acceptable if the *Contractor*, at his own cost, proves to the satisfaction of the *Project Manager* that the estimated actual strength of cores taken from the structure, determined in accordance with SANS Standard Method SM 856, is not less than the specified strength.

SECTION 2

5 Management and start up

5.1 Management meetings

5.1.1 Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Prior to commencement of construction	Port of Cape Town	<i>Employer, Contractor</i> (key persons) and <i>Project Manager</i> (appropriate delegates)
Contract progress meeting	Fortnightly	Port of Cape Town	<i>Employer, Contractor</i> (key persons) and <i>Project Manager</i> (appropriate delegates)
Risk Register and Compensation Events	Weekly	Port of Cape Town	<i>Project Manager</i> (and appropriate delegates), <i>Supervisor</i> (and appropriate delegates) and <i>Contractor</i> (appropriate key persons)
Monthly SHE meeting	Monthly	Port of Cape Town	<i>Employer, Project Manager</i> (and appropriate delegates), <i>Contractor</i> (line management, site <i>Supervisors</i> , safety officer, environmental officer and safety reps)
Safety workshop	Bi-weekly	On site	<i>Contractor's site, Supervisors</i>
Safety committee meeting	Every second month	Port of Cape Town	<i>Employer, Contractor</i> (key persons) and <i>Project Manager</i> (appropriate delegates)

5.1.2 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the *Parties*, the nature and the progress of the works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

5.1.3 All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

5.2 Documentation control

- 5.2.1 The *Contractor* provides documentation in accordance with the requirements of the Contractor Documentation Submittal Requirements and the Contractor Documentation Schedule (CDS) and makes specific reference thereto within his Quality Management System and Quality Procedures.
- 5.2.2 The Contractor Document Submittal Requirements is contained within Annexure B (Contractor Documentation Submittal Requirements) of the Works Information.
- 5.2.3 A standard Contractor Documentation set will be issued to the *Contractor* upon award and consists of the following:
- a. Standard Project Drawing Sheet;
 - b. Contractor Document Register (DOC-FAT-0002);
 - c. A4 Review Coversheet for Documents (DOC-FAT-0067);
 - d. Document Deliverable Matrix (DOC-FAT-0075).
- 5.2.4 The *Contractor* shall assign a dedicated person to provide the services required to execute the documentation control function.

5.3 Safety risk management

- 5.3.1 The *Contractor* complies with the following H&S specifications and standards:
- a. Annexure C: Health and Safety Project Specification (1124367-02-HS-SP-0001);
 - b. Occupational Health and Safety Act (Act 85 of 1993) and Regulations;
 - c. Transnet Health and Safety policies and procedures;
 - d. National Road Traffic Act.
- 5.3.2 The *Contractor* ensures that its *Subcontractors* comply with the above mentioned requirements.
- 5.3.3 The *Employer* will acknowledge the achievement of specific safety milestones set for the project with regards to incident statistics, incident recording, safety observation and conversations (SOC's) participation, safety initiatives, etc.
- 5.3.4 The *Contractor* makes the H&S specification available to its employees and *Subcontractors* in the language of this contract and other local languages as required.
- 5.3.5 The *Contractor* conducts a risk assessment and method statement pack prior to carrying out any activity on the site to the approval of the *Project Manager*.
- 5.3.6 The lines of communication of the various personnel acting on behalf of the *Project Manager*, who communicates directly with the *Contractor*, and his key persons with respect to the H&S specification, are contained within Annexure C (Health and Safety Project Specification 1124367-02-HS-SP-0001). One such person is the Clients appointed PrCHSA who will be responsible for obtaining the project construction work permit.
- 5.3.7 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the H&S project specification and health and safety issues as per Annexure C (Health and Safety Specification 1124367-02-HS-SP-0001).

- 5.3.8 The *Contractor* shall appoint a full time CHSO per shift, registered with SACPCMP for the duration of the works, the number of which depending on the scope, complexity, and high risk activities involved, as required by the Construction regulations of 2014, regulation 8(5). The Health and Safety Officer(s) must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of *Subcontractors*) have been completed.
- 5.3.9 The Construction Manager is responsible, within the context of the H&S project specification, for health and safety on the site and reports to the *Project Manager*. The Construction Manager specific tasks are detailed in Annexure C (Health and Safety project Specification 1124367-02-HS-SP-0001).
- 5.3.10 All items of plant, equipment and vehicles travelling within the site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall at all times adhere to all traffic signage and speed limits.
- 5.3.11 All employees of the *Contractors* will undergo entry medicals before the commencement of the project and thereafter on an annual basis inclusive of exit medicals.
- 5.3.12 Trainings as stipulated in the H&S project specification will be conducted by relevant *Contractors* employees before the commencement of the project.
- 5.3.13 All will comply with PPE requirements as mentioned in this document as well as HS project specification taking note that only long sleeve pants and shirts are allowed to be worn on site.
- 5.3.14 Transportation of employees will not be allowed at the back of bakkies.
- 5.3.15 All permit costs required for any activities relating to the project shall be for the *Contractors* account.
- 5.3.16 The *Contractor* shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the site. A health and safety file to be submitted by the *Contractor* for approval by the *Employer* or *Employer's* representative before site access can be granted. In addition, sufficient time to be allowed for health and safety file to be approved by the *Employer's* SHEQ Department

5.4 Environmental constraints and management

5.4.1 General

- 5.4.1.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) as well as all other applicable legislation, regulations and the accepted environmental good practice.
- 5.4.1.2 A project specific Construction Environmental Management Programme (CEMP_r) has been compiled and is included under Annexure D (Environmental Management Programme).
- 5.4.1.3 The CEMP_r provides an integrated approach to environmental management. This approach is designed to guide the appropriate allocation of human resources, assign responsibilities,

develop procedures and ensure project compliance with regulatory and best practice requirements. The CEMPr is the minimum acceptable standard for the project that shall be complied with at all times. The CEMPr requirements shall be applicable to the *Contractor* and all its service providers.

- 5.4.1.4 The *Contractor* must sign the declaration of understanding as a commitment to abide with the project CEMPr and the *Employer's* Environmental Governance Framework. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.
- 5.4.1.5 The *Contractor* shall perform the works and all construction activities within the site and working areas having due regard for the environment and environmental management practices as more particularly described within the CEMPr.
- 5.4.1.6 The *Contractor* must appoint a suitably qualified Environmental Officer with a relevant environmental qualification and a minimum of 5 years relevant construction environmental management experience.
- 5.4.1.7 The roles and responsibilities of the *Contractor's* Environmental Officer are clearly outlined in the CEMPr. The appointed Environmental Officer is required to be on site daily on a full time basis. The Environmental Officer must be a dedicated resource to the environmental discipline and may not be shared with any other discipline on site such as Health and Safety or Quality.
- 5.4.1.8 The *Contractor* will be required to submit an environmental file to the *Project Manager* post award of tender. Particular requirements of the *Employer* will be made known on award of the contract. A site access certificate shall not be granted until the environmental file has been approved by the *Employer*.
- 5.4.2 Environmental obligation:
- 5.4.2.1 The overarching obligations of the *Contractor* in terms of the CEMPr before construction activities commence on the site and/or working areas is to provide environmental method statements for all construction operations at the site and/or working area and where requested by the Construction Manager. The *Contractor* shall comply with the following:
- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how each of these impacts will be prevented or managed so that the standards set out in the CEMPr are achieved.
 - Environmental method statements will be prepared in accordance with the requirements set out in the CEMPr. These method statements shall form part of the environmental file.
 - The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to site have attended the Environmental Induction Programme prior to commencing any work on site.
 - If new personnel commence work on the site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on site.

- 5.4.2.2 The *Contractor* shall take note of the environmental sensitivity of the project area and surrounding areas and shall erect and maintain a highly visible temporary fence/barrier along the boundaries of the site and around any no-go areas that may be pointed out by the Environmental Manager. Site demarcation must be done and be in place prior to commencement of any construction related activity, to the satisfaction of the Construction Manager and Project Environmental Manager.
- 5.4.2.3 The *Contractor* must take note of various environmental monitoring requirements during construction, as specified by the CEMPr, and must make adequate allowance for undertaking specified monitoring.
- 5.4.2.4 During the construction period, the *Contractor* shall comply with the following:
- Permits and licences, CEMPr and method statements shall be available on site, and the *Contractor* shall ensure that all the personnel on site (including *Subcontractors* and their staff) as well as *Suppliers* are familiar with and understand the specifications contained in these documents;
 - The *Contractor* must sign a Declaration of understanding (T2.2.38) as part of a returnable acknowledging understanding of the environmental requirements for the project. Furthermore, sufficient environmental budget must be allocated for the implementation of environmental management requirements.
 - Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity.. The activities requiring method statements cannot commence if the method statements have not been approved by the *Project Manager*. The scope of the required method statements for completion by the *Contractor* shall, as a minimum, include all such items as are listed within the CEMPr;
 - Where applicable, the *Contractor* shall provide job-specific training on an ad hoc basis when workers are engaged in activities, which require method statements.
- 5.4.2.5 The *Contractor* shall ensure that anyone making deliveries to site is properly informed of all procedures and restrictions, e.g. which access roads to use, no-go areas, speed limits, noise and the like, as required by the relevant project authorisations and the CEMPr, before they arrive at site.
- 5.4.2.6 The *Contractor* shall be responsible for rehabilitation/reinstatement and cleaning all areas to the satisfaction of the *Employer's* Project Environmental Manager or Environmental Officer as detailed in the CEMPr.

5.5 Quality assurance requirements

The *Contractor* shall ensure that all contractual deliverables required to be executed and completed are given due consideration to meet the client's Technical Specifications, Drawings and General Quality Requirements for Contractors and Suppliers (**TNPAQUAL- REQ-14.1**).

The *Contractor's* Quality Management System (QMS) shall conform with the requirements of ISO 9001:2015 to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

The *Contractor* submits his Quality documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:

- Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
- Project Quality Plan shall be project specific and be aligned to the TNPAQUAL- REQ-14.1_General Quality Requirements for Contractors and Suppliers.
- CV of Quality Officer supplemented by Qualification - Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in construction projects.
- Quality Control Plans shall be in line with the scope of works detailing the Engineering works (i.e., Civil, structural, electrical, mechanical, Marine etc.) These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.

5.5.1 Project Quality Plan

The Project Quality Plan (PQP) shall outline the quality strategy, methodology, quality resource allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the scope meet the standards stated in the Scope Information.

The Contractor's PQP shall provide a description of how documents provided by the *Employer* to the Contractor are to be managed. The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Project Quality Plan.

The *Employer* indicates those documents required to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents.

The register shall indicate the dates of issue of the documents with the *Employer* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the Contractor.

5.5.2 Quality Manual

A copy of the *Contractor's* Quality Manual will be requested for review by the *Employer* followed, by a Quality Management Systems (QMS) audit at the *Contractor's* Head Office to obtain evidence that a satisfactory quality management system is being maintained.

5.5.3 Quality Data Book Index

The *Contractor* shall submit a project specific quality data book index that lists all the project deliverables as per the contract requirements.

5.5.4 Quality Officer

The *Contractor* shall nominate a suitably experienced quality representative for all aspects of the Works, including general Site activities, with a staff complement that is adequate to perform the requirements of the PQP. The *Contractor* shall submit the CV and qualifications / certificates of his nominated quality representative for the Project Manager's review and approval.

5.5.5 Quality Control Plan

- a. The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of works. The Quality Control Plan shall incorporate, as a minimum, an **INSPECTION CHECK LIST**. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-contractors and supplier's activities. The Quality Control Plan shall be prepared on the Contractors / Suppliers standard format.
- b. Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- c. The Contractor shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- d. During the review of the Quality Control Plan / Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third-Party Inspection Authority to indicate their intended monitoring during manufacturing, fabrication, and installation.

- e. The *Contractor* / Supplier shall ensure that any work sub-contracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub-contractor or Supplier.

5.5.6 Subcontractor

The *Contractor* shall also ensure that all Sub-contractors are suitably qualified and experienced to carry out the work for which they have been sub-contracted.

The *Employer* may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

The *Contractor* shall accept full responsibility for the quality of his sub-contractor(s) work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer* or his representative.

5.5 Programming and Progress Reporting

5.5.1 General:

- 4.1.1.1 The contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the *Employer* for managing the works and in monitoring progress of the works. Key dates and completion dates, as defined in the Contract Data, are incorporated into the programme.

5.5.2 Tender schedule

- 4.1.2.1 The *Contractor's* detailed programme, which complies with the requirements as indicated in the Works Information, shall be submitted in both hard and soft copy forms. Primavera P6 is being used by the *Employer* for planning on the project. The *Contractor* shall use a suitable computerised planning package (Primavera, MS Projects), as approved by the *Project Manager*.
- 4.1.2.2 The activity durations are estimated in working days and shall be realistic and based on quantities and applied resources.
- 4.1.2.3 The calendars used are based on normal working hours per day and working days per week, or as prescribed by the *Project Manager*.

5.5.3 Network

- 4.1.3.1 The Critical Path Method (CPM) technique of planning and scheduling will be used for the project. The *Contractor* shall provide a programme showing the critical path(s), together with a total float report for acceptance by the *Project Manager*.

4.1.3.2 The programme network shall have no fewer activities than the technical and commercial breakdowns listed in the activity programme.

4.1.3.3 Networks are constructed to reflect the sequence of activities, using resource scheduling to stagger the performance of activities into the most probable sequence.

4.1.3.4 The activity durations are estimated in working days and shall be realistic and based on quantities and applied resources.

4.1.3.5 The calendars used are based on normal working hours per day and working days per week, or as prescribed by the *Project Manager* in accordance with the contract.

5.5.4 Structure and methodology

4.1.4.1 The programme layouts shall take into account the approved Facility Breakdown Structure (FBS), reflecting the manner in which the works are to be performed. The following levels of programme are to be used for this project:

- a. Level 1 Master Programme - defines the major activities and interfaces between engineering, procurement, fabrication and construction, transportation, installation, and pre-commissioning, commissioning, and start-up. This is a high level summary programme, and is included in the monthly progress report.
- b. Level 2 Project Programme - summary programme "rolled up" from the level 3 project programme. The structure and layout will be in accordance with the FBS as defined in the Level 3 programme.
- c. Level 3 Project Programme - detailed programme, which is generated for tracking and control of various activities and deliverables for all phases of the project. The activities will be coded in accordance with the FBS. Various layouts and corresponding filters can be developed to reflect the requirements of the project leads and managers.
- d. Level 4 Project Programme - This detailed, discipline-specific programme is developed and maintained by the Contractor and generated for tracking and control of various activities and deliverables for all phases of the project. This programme utilizes the FBS structure and relates to the programmed activities in the pricing activity programme or groups of activities. The programme represents the day-to-day activities by discipline that are work-unit based and become summarized in the Level 3 activities.

5.5.5 Progress Reporting and Reports

4.1.5.1 Reporting and Monitoring:

- a. To demonstrate the actual progress and forecast completion of the works, the *Contractor* shall, on a weekly basis, update and submit to the *Project Manager* the latest accepted programme and progress report, including histograms and S-curves.
- b. Monitoring and review of the progress of the works shall consist of an assessment of all activities currently in progress to determine percentage complete, forecast completion dates, manning histogram, showing plan versus forecast, deviations from the target programme and actions required for remedy.

- c. Weekly progress review meetings shall be conducted to report and assist control of the works.

4.1.5.2 Reports:

- a. Level 4 programme - updated weekly, showing two separate bars for each task, i.e. the primary bar shall reflect the current forecast dates and the secondary bar the latest accepted programme.
- b. 3-Week look-ahead programme - in the same format as above, updated and issued weekly.
- c. Manpower histogram - updated and issued weekly, showing actual, forecast and planned manpower utilization.
- d. S-curves - updated and issued weekly, showing actual % complete versus planned % for the overall contract and utilizing the earned values as calculated by the detailed progress report.
- e. Detailed progress report - updated and issued weekly, utilizing a spreadsheet to calculate earned progress of activities, as reflected on the Level 4 programme, based on installed quantities. Activities shall be weighted using man-hours. Report shall indicate progress 'this period' and 'progress to date'.
- f. Weekly report - a narrative report consisting of an executive summary, area/facility synopsis of the works that are in progress and critical action items (top 10). The report shall be accompanied with a 3-week look-ahead programme and s-curve. A weekly health and safety report is to be submitted.
- g. Monthly report - a narrative status report submitted a week before the last Friday of each month, or as required by the *Project Manager*. The report shall include, but not be limited to, the following:
 - i. Summary of progress achieved during the reporting period;
 - ii. Latest updated programme;
 - iii. Project milestones table – planned versus actual and forecast;
 - iv. Status and performance of on-site works;
 - v. Status and performance of off-site works;
 - vi. Histograms and s-curves;
 - vii. Critical action items list (top 10).
 - viii. Health and safety monthly report

5.6 Contractor's management, supervision and key people

- 5.6.1 The *Contractor* provides an organogram of all his key people, as required by the *Employer* and as stated in the Contract Data, and how such key people communicate with the *Project Manager* and the *Supervisor* and their delegates.

5.7 Training workshops and technology transfer

5.7.1 The *Contractor* facilitates the following requirements for training workshops:

- a. Pre-mobilization workshop, scheduled for one week prior to site establishment. Workshop will be attended by the site management team including site agents, all *Contractor's Supervisors* and safety personnel.
- b. Formal training as stipulated in the Health and Safety Project Specification 1124367-02-HS-SP-0001 to be attended by *Contractors* identified personnel before commencement of any works.

5.7.2 The *Contractor* provides the following documentation to the *Employer*:

- a. Health and Safety file, including Health and Safety Management Plan but not limited to:
 - i. Valid company letter of good standing
 - ii. Medical certificates of fitness
 - iii. Incident management procedures;
 - iv. Performance reporting;
 - v. Site training packages;
 - vi. Safe work method statements;
 - vii. Safety procedures;
 - viii. Risk assessment process and as well as risk assessments for all activities;
 - ix. Insurance provided by the *Employer*.

6 Procurement

6.1 Code of conduct

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

- i. The Transnet Procurement Procedures Manual (PPM);
- ii. Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- iii. The Public Finance Management Act (PFMA);
- iv. The Broad Based Black Economic Empowerment Act (B-BBEE); and
- v. The Anti- Corruption Act.

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

6.2 Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

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

6.2.2 The *Employer* will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.

- a. The *Employer* and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- b. Employees must not accept or request money or anything of value, directly or indirectly, to:
 - i. Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - ii. Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - iii. Gain an improper advantage.
- c. There may be times when a supplier is confronted with fraudulent or corrupt behaviour of the *Employer's* employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts (0800 003 056).

6.2.3 The *Employer* is firmly committed to the ideas of free and competitive enterprise.

-
- a. The *Contractor* is expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - b. The *Employer* does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting).

6.2.4 The *Employer's* relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.

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

6.3 Conflicts of interest

- 6.3.1 A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of the *Employer*. These include but are not limited to:
- a. Doing business with family members.
 - b. Having a financial interest in another company in our industry.

7 The *Contractor's* invoices

When the *Project Manager* certifies payment (see NEC3 ECC Clause 51.1) following the assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission. The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

The invoices must be addressed to Transnet SOC Ltd and must state the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The Contractor's VAT Number; and

The Contract number.

The invoice are presented electronically, submitted to the *Project Manager*.

Invoices are addressed to:

Transnet National Ports Authority (TNPA)

TNPA Administration Building

Green Street

Port of Port Elizabeth

South Africa

6001

For the attention of the *Project Manager*

The invoice is presented as an original.

8 People

Minimum requirements of people employed on the site include the following:

- a. Employee's medical certificate
- b. Health and Safety induction training

8.1 Contractor liability

- 8.1.1 The *Contractor* warrants that it will be liable to the *Employer* for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.
- 8.1.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on the *Employer's* premises, whether owned or rented by the *Employer*.
- 8.1.3 The *Contractor* shall give notice to the *Employer* of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on the *Employer's* premises, whether owned or rented, and shall notify the *Employer* of all matters associated with such action that may potentially affect the *Employer*.
- 8.1.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes and the risks of non-compliance.
- 8.1.5 The *Contractor* is required to develop a contingency strike handling plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide the *Employer* with this plan and all updates to the plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

8.2 Industrial action by Contractor's employees

- 8.2.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are, or could potentially be, interrupted by industrial action in delivering the service.
- 8.2.2 The *Contractor* warrants that it will compensate the *Employer* for any costs the *Employer* incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.
- 8.2.3 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged to prepare and deliver to the *Employer*, within two (2) hours of the commencement of industrial action, an industrial action report. If the industrial action persists, the *Contractor* is required to deliver the report at 08h30 each day.
- 8.2.4 The industrial action report must provide at least the following information:
 - a. Industrial incident report;
 - b. Attendance registers;
 - c. Productivity/progress to schedule reports;
 - d. Operational contingency plan;

-
- e. Site security report;
 - f. Industrial action intelligence gathered.
- 8.2.5 The final industrial action report is to be delivered 24 hours after finalization of the industrial action.
- 8.2.6 The management of the *Contractor* is required to hold a daily industrial action teleconference with personnel identified by the *Employer* to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- 8.2.7 The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.
- 8.2.8 Access to the *Employer's* premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to the *Employer*. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services, the *Employer* is entitled to restrict or deny access onto its premises and, unless otherwise authorized, such person will be deemed to be trespassing.
- 8.2.9 The *Contractor* performs the works having due regard to the PIRPMP, statutory requirements and industry agreements.
- 8.2.10 The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer*.
- 8.2.11 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the following paragraphs.
- 8.2.12 The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.
- 8.2.13 The PIRM specific tasks are:
- a. To liaise with the *Contractor* prior to the commencement of construction activities, as per the *Contractor's* programme accepted by the *Project Manager*, with respect to IR issues;
 - b. Responsible, inter alia, for day-to-day IR on the site through the implementation of the PIRPMP;
 - c. The PIRM reports directly to the *Project Manager*.

9 Subcontracting

Where the *Contractor* employs a *Subcontractor* who constructs or installs part of the works or who supplies plant and materials for incorporation into the works which involves a *Subcontractor* operating on the site, then the *Contractor* ensures that any such *Subcontractor* complies with the CEMPr as well as health and safety project specification (1124367-02-HS-SP-0001) as described in the Works Information, as appropriate. The subcontract documentation shall place back-to-back obligations on the *Subcontractor*, which reflect the *Contractor's* obligations under the CEMPr, all within the *Contractor's* quality management system, as per the Works Information.

Where the *Contractor* employs a *Subcontractor* who constructs or installs part of the works, or who supplies plant and materials for incorporation into the works which involves a *Subcontractor* operating on the site and/or working areas, then the *Contractor* ensures that any such *Subcontractor* complies with the PIRPMP as appropriate and that the subcontract documentation places back-to-back obligations on the *Subcontractor* which reflect the *Contractor's* obligations under the PIRPMP, all within the *Contractor's* quality management system as per the Works Information.

10 Annexures

List of annexures:

Annexure A: Tender drawings

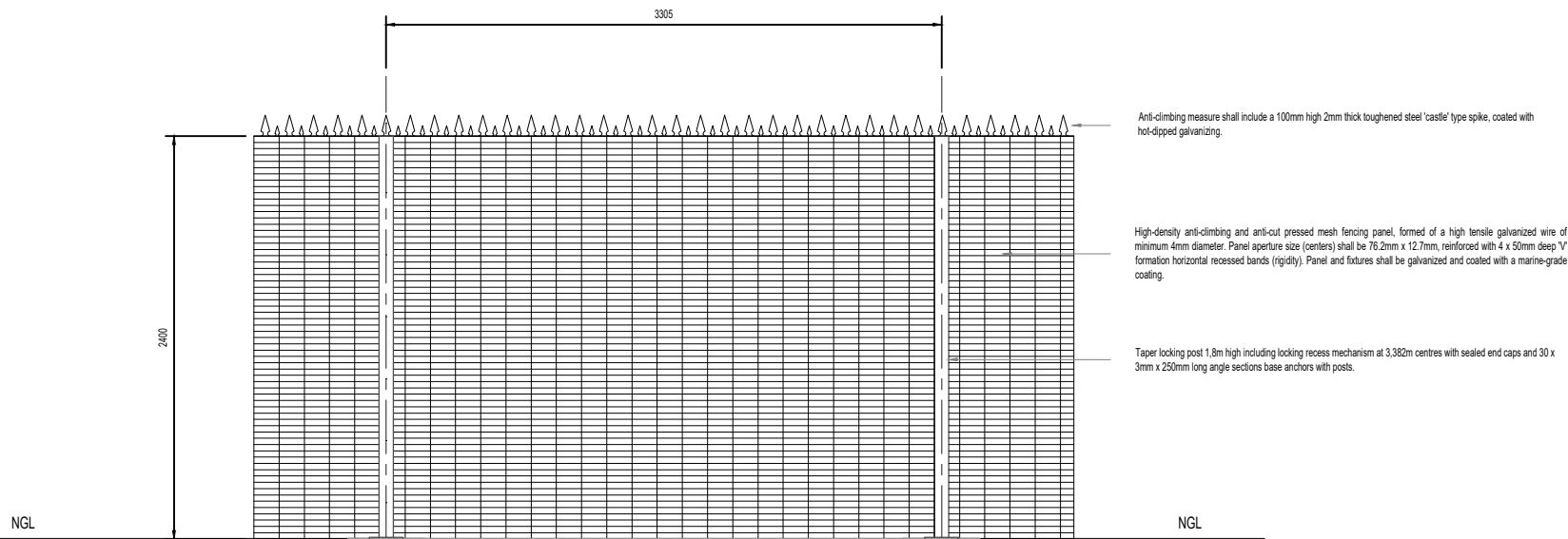
Annexure B: Contractor Documentation Submittal Requirements: DOC-STD-0001

Annexure C: Health And Safety Specification: TNPA965-02-HS-SP-0001

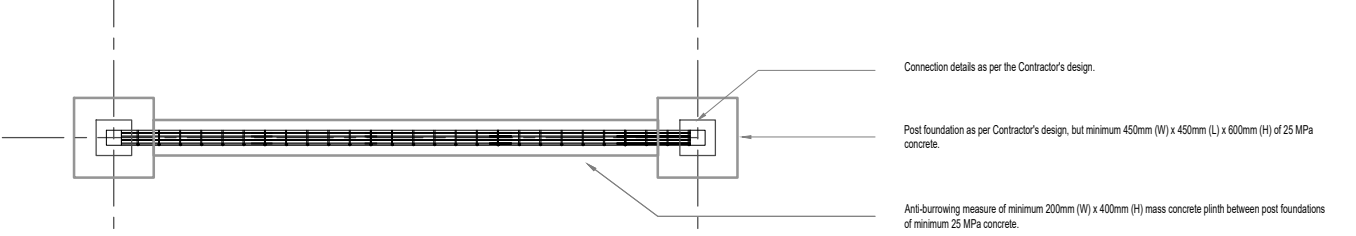
Annexure D: Environmental Management Programme

Annexure E: General Quality Requirements for Contractors and Suppliers

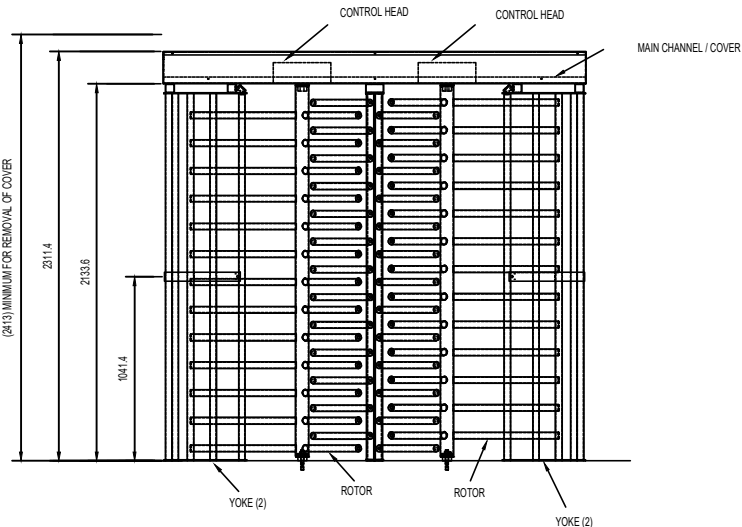
ANNEXURE A: TENDER DRAWINGS



FENCE DETAIL - FRONT ELEVATION
SCALE 1:30



FENCE DETAIL - PLAN VIEW
SCALE 1:30



N.T.S

[illegible]

A

B

C

D

E

F

A

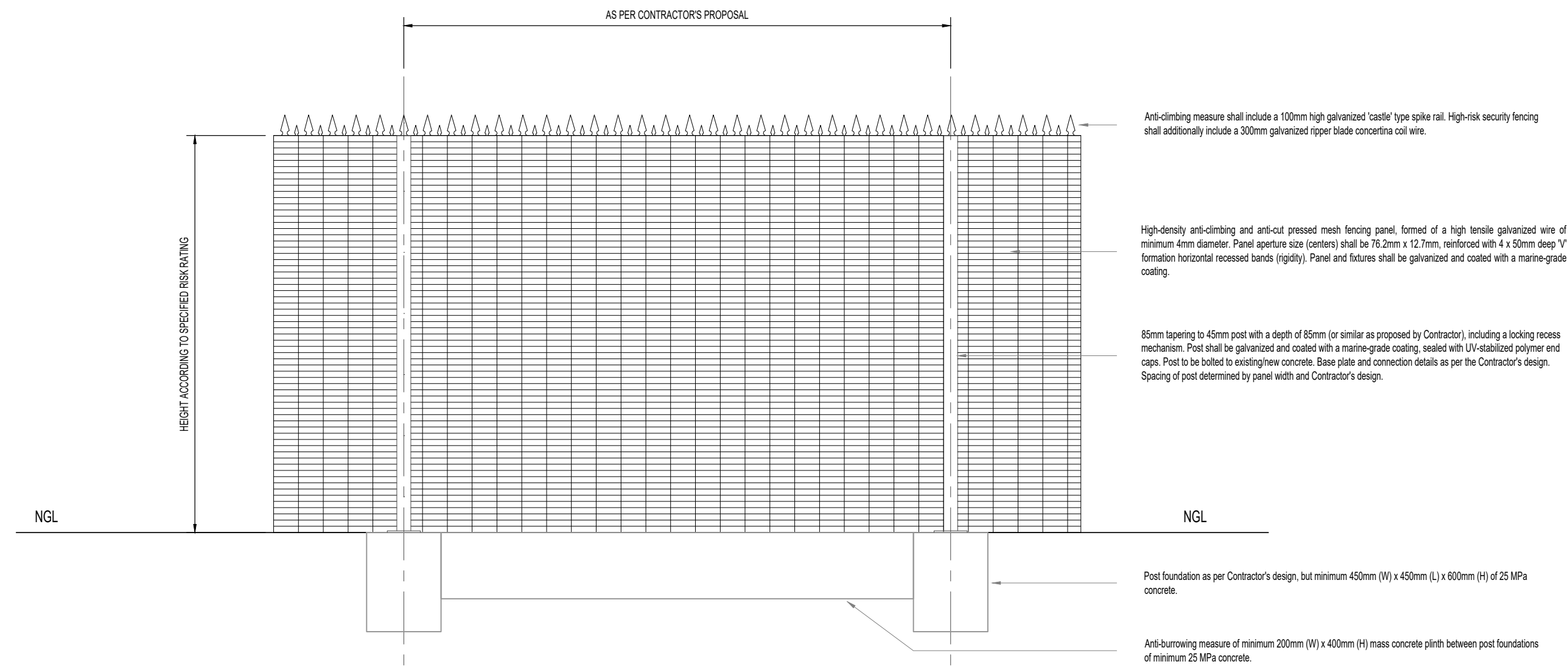
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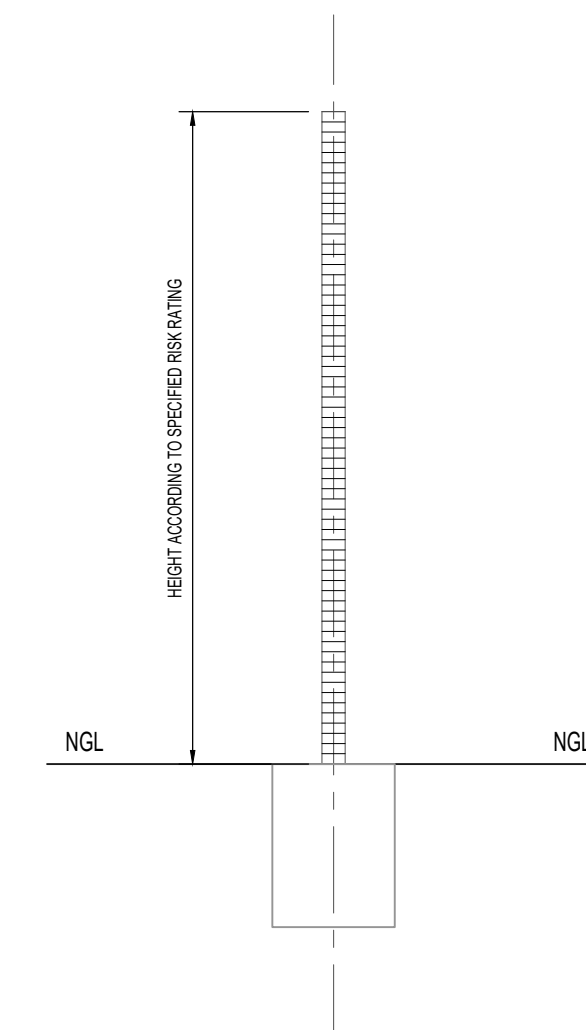
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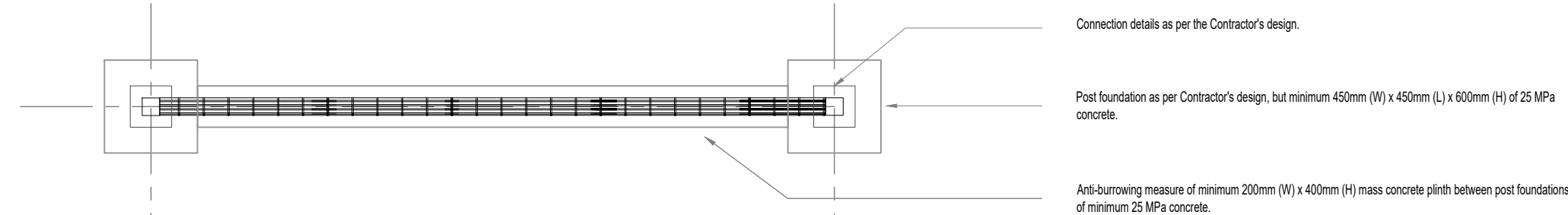
F



FENCE DETAIL - FRONT ELEVATION
SCALE 1:20



FENCE DETAIL - SIDE ELEVATION
SCALE 1:20



FENCE DETAIL - PLAN VIEW
SCALE 1:20

DRAWING NO.	REFERENCE
REFERENCE DRAWINGS	

NOTES

1. DO NOT SCALE DRAWING - ONLY DIMENSIONS SHOWN TO BE USED.

2. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS, DIMENSIONS AND LEVELS ON THE SITE AND NOTIFY THE NEC SUPERVISOR OF ANY VARIATIONS BEFORE CONSTRUCTION.

[illegible]

**ANNEXURE B: *CONTRACTOR*
DOCUMENTATION SUBMITTAL
REQUIREMENTS: DOC-STD-0001**

Note: If hardcopy, check electronic system for latest revision

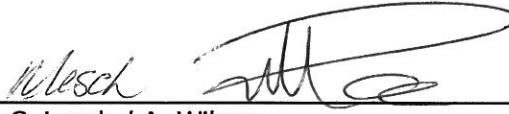
Transnet Capital Projects Document Management

Contractor Documentation Submittal Requirements

DOC-STD-0001

Prepared by:  21/09/2009
R. Herholdt Date

Reviewed by:  6/09/2009
N Uys, Q Keen, G Whyte Date

Approved by:  13/10/09
C. Lesch / A. Wilson Date

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02	18/05/2009	CORRECTIONS
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Note: If hardcopy, check electronic system for latest revision

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Note: If hardcopy, check electronic system for latest revision

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Note: If hardcopy, check electronic system for latest revision

1. Purpose

This standard outlines the documentation requirements that are to be implemented by the *Contractor* for the preparation, submission, receipt, review, and collection of Technical and (or) Deliverable Documentation, as detailed in the Contractor Documentation Schedule (CDS).

Contractor documentation is of the utmost importance for the in-house Engineering activities as the information contained in the *Contractor's* documentation interfaces with several other disciplines for the Engineering, e.g., Mechanical, Structural, Piping, Control and Instrumentation, Electrical, etc.

The supply of high quality documentation within the time required as defined in the 'Works Information', Contractor Documentation Schedule (CDS), and *Contract* must be considered as one of the main objectives by the *Contractor*.

2. Scope

This scope defines the *Contractor's* responsibilities in terms of the preparation of all the *Contractor* Deliverables required for each *Contract*.

3. References

- ISO 9001:2000 - Quality Management Systems Requirements
- SANS 10111 - Code of Practice for Engineering Drawings
- SANS 10143 - Building Drawing Practice
- DOC-FAT-0001 - Contractor Documentation Schedule (CDS)
- DOC-FAT-0002 - Contractor Documentation Register (CDR)
- DOC-FAT-0003 - Contractor Review Label (CRL)
- DOC-FAT-0004 - Contractor Review Label (CRL) for drawings

Note: If hardcopy, check electronic system for latest revision

4. Definitions / Abbreviations

4.1 Definitions

'As-Built' Document	Is a final record of what was actually installed / constructed according to the Fabrication / Construction <i>Contractor</i> , and includes all deviations or changes from the approved AFC document(s). As-Built document(s) are required to reflect the same degree of detail as the original document(s). As-Built document(s) shall be done by all <i>Contractors</i> .
<i>Contract</i>	Formal document evidencing agreement between <i>Employer</i> and <i>Contractor</i> for supply of on site or off site services (generic term used for Purchase Orders, Contracts and Service Orders in this Procedure).
<i>Contractor</i>	The party to a contract that provides services to the <i>Employer</i> (generic term used for Vendors, Suppliers, Contractors, Consultants, etc.).
Controlled Document	Any document where its revision and distribution are recorded to ensure that Project Team Members holding a copy of the document have the current revision, and will receive future revisions, subject to a formal review and approval process.
Documentation	Collective term used to describe drawings and documents, e.g., letters, faxes, drawings, specifications, reports, manuals, standards, publications, software, etc.
Document Control	The function that ensures systematic registration, distribution, retrieval, status reporting, and storage of revision controlled documentation, typically Technical and (or) Deliverable documentation.
Document Management	Is the over-arching term used to describe the management of documentation on a Project.
<i>Employer</i>	The party to a Contract or Purchase Order to whom the goods are supplied or for whom the work or services are performed. For this project Transnet Capital Projects is the <i>Employer</i> .
<i>Employer's</i> Documentation	Shall mean all documentation issued to <i>Contractors</i> by the Project.
Engineering Deliverables	Technical documentation generated by Engineering, i.e. drawings, drawing registers, Engineering Document Registers, calculations, requisitions, equipment lists, design specifications, etc.

Note: If hardcopy, check electronic system for latest revision

'For Record' Document	A set of record drawings / documents conforming to the marked up prints, drawings and other data, handed over to the <i>Employer</i> as part of the Project Handover Procedure.
Master Document	The original wet signed (signature) document which is held by Project Office Document Control.
Native/Source Document	Original electronic file format of documentation.
Project Deliverables	Is any document, drawing, report, register, task, etc.
<i>Project Manager</i>	The Project Manager is appointed by the <i>Employer</i> , and his role is to manage the Contract for the <i>Employer</i> .
Squad Checking	The review of technical documentation by multiple Engineering disciplines in order to ensure co-ordination, communication and interface between the various disciplines; done in an area specifically allocated for the review of documentation; the process / activity is controlled by Document Control but the work is executed by the Engineering Team.
Tender Document	The formal document that expresses the terms, both Commercial and Technical, against which a Tenderer submits its Tender for Contracts.
Transmittal	Is documented evidence of the formal distribution of documentation to recipients which display Transmittal No., Title, Date, Issue Reason, Revision No. etc. It is evidence of distribution and receipt of documentation.
Uncontrolled Document	Any copy of a document where distribution is not required to be recorded, and that does not require revision control or formal review.
Working Document	The main working copy of an original document where proposed changes are recorded for incorporating into subsequent revisions.
'Works Information'	Shall refer to the <i>Works Information</i> as defined in the Contract

4.2 Abbreviations

AB	As-Built / Recorded Documentation

Note: If hardcopy, check electronic system for latest revision

AFC	Approved For Construction
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
DC	Document Control
DCIS	Document Control Instruction Sheet
EDMS	Electronic Document Management System
FN	Final
RE	Responsible Engineer

5. Responsibilities

5.1 Contractor

The *Contractor* is responsible for submitting all documentation, required by the Contract, via Document Control to the relevant *Project Manager*, to comply with the requirements of this standard.

The *Contractor* is responsible for setting up and maintaining his own internal Document Control Process to ensure traceability and accountability for all information submitted to the *Project Manager*, and all information issued to Sub-Contractors.

5.2 Sub-Contractors

The *Contractor* is responsible for providing the *Sub-Contractors* with all the relevant information, and for ensuring that the *Sub-Contractors* applies the Standard, and submit their data via the *Contractor* for formal submission to the *Project Manager*. (If the *Contractor* sub-contracts work, he is responsible for providing the Works as if he had not sub-contracted.)

6. Procedure

6.1 Documentation to be Submitted

6.1.1 Contractor Documentation Schedule (CDS) (DOC-FAT-0001)

The CDS states the Employer's requirements for:

Note: If hardcopy, check electronic system for latest revision

- The document types to be submitted by the *Contractor* at various stages of the Contract
- The timing for documentation to be submitted by the Contractor
- The *Project Manager* completes the Contractor Documentation Schedule (CDS) and includes it with the Enquiry and Contract as an attachment / annexure to the 'Works Information' document. The *Contractor* submits documentation as required by the Contractor Documentation Schedule (CDS), within the time specified in the Contract. All documentation shall be submitted according to the dates specified in the Contractor Documentation Schedule (CDS).

6.2 Contractor Documentation Register (CDR) (Annexure B)

The Contractor Documentation Register (CDR) is a list of documentation that the *Contractor* is to submit in accordance with the *Contract*. The *Contractor* is to use the Contractor Documentation Schedule (CDS) as the basis for developing the Contractor Documentation Register (CDR). The CDS is the minimum requirement, and the *Contractor* is still responsible to include all documentation on the CDR required for the successful completion of the contract even if no CDS has been included in the *Contract*.

The title of the documentation shall adequately define and describe the facility and equipment where applicable. The Contractor Documentation Register (CDR) must be submitted within 2 weeks of the *Contract* award date, unless otherwise indicated on the Contractor Documentation Schedule (CDS) or in the Contract. Once the Contractor Documentation Register (CDR) is submitted, the *Project Manager* in conjunction with Document Control assigns document numbers to each document. The Contractor Documentation Register (CDR) is reviewed and returned to the *Contractor* as defined elsewhere in this Standard. The *Contractor* is to use the exact document numbers and titles as provided and listed by the *Project Manager* on the Contractor Documentation Register (CDR), on each of the documents.

The Contractor Documentation Register (CDR) is a 'live' document that shall be updated and re-submitted by the *Contractor* on a regular basis to reflect any changes made, e.g., updated planned / actual submission dates or addition of new documents requiring new numbers. Changes to a row(s) of the register shall be highlighted in colour across the entire row(s).

The Contractor Documentation Register (CDR) shall be submitted in Excel (electronic format) as well as PDF format upon each submission to the Project, and shall also be submitted with the final documentation, unless otherwise agreed as per par 6.3.

The forecast and actual submission dates shall reflect the dates of the next issue of the documentation, and once this submission reaches conclusion the dates are to be updated to reflect the next issue, i.e., the as-built documentation submission dates.

6.3 Format in which Documentation is to be submitted

Although the aim of this Standard is to encourage all documentation to be managed and submitted electronically the *Contractor* can apply to the *Project Manager* to have these requirements changed to accept only paper copies of all documentation

Note: If hardcopy, check electronic system for latest revision

6.4 Documentation Preparation Requirements

6.4.1 Quality

Documentation shall be of the highest quality to allow immediate and accurate use by the Project Manager, i.e., without any need for interpretation due to possible illegibility, or prints / copies of poor quality.

Any illegible or indecipherable drawings will be systematically rejected and returned to the *Contractor*, who shall in no case allege documentation being rejected and returned as a reason for any delay affecting delivery.

All documentation shall have sufficient borders for punching as required for filing purposes.

6.4.2 Standards and Codes

All documentation shall conform to the latest revisions of the following, i.e.,:-

- SANS 10111 - Code of Practice for Engineering Drawings, or
- SANS 10143 - Building Drawing Practice, or
- ISO 9001:2000 - Quality Management Systems Requirements

6.4.3 Language

All drawings and documents shall be in English.

6.4.4 Units and Dimensions

All units and dimensions on the *Contractor's* documentation shall be in SI units, unless otherwise specified.

6.4.5 Sizes of Documentation

6.4.5.1 Drawings

The following standard drawing sizes shall be used:

- A3 - 277 x 420mm
- A2 - 420 x 594mm
- A1 - 594 x 841mm
- A0 - 841 x 1189mm

Note:

- Drawings wider than A0 are not acceptable to the *Project Manager*
- Hard copy drawings shall be printed out at actual size, e.g., shall not print A1 size when drawing size is A0
- A4 drawings are prohibited unless issued as part of a document.

Note: If hardcopy, check electronic system for latest revision

6.4.5.2 Other Documents

All the *Contractor's* documentation other than drawings shall be prepared on standard A3 or A4 size sheets suitable for insertion into an A4 (W71) hard-core binder (file).

All documentation shall have sufficient borders to allow for punching.

6.4.6 Documentation with Multiple Sheets

6.4.6.1 Drawings

If a series of drawings of a particular area is produced by the *Contractor* (e.g., loop diagrams which may have fifty (50) or more sheets) one sequential drawing number shall be used with a series of sheet numbers.

Where more than one sheet is used, the first sheet (numbered 01) shall incorporate an index for all the other sheets in the series, including their current revision status and date.

6.4.6.2 Documents

The *Contractor's* documents with several sheets (e.g., data sheets, reports, etc.) shall be compiled as sets, i.e., a multi sheet document identified as a single document with a single document number. Thus, each sheet is identified individually, e.g., "sheet 10 of 15" and all documents shall be numbered from page 2 onwards.

Each set shall include a Table of Contents and the identification data shall as a minimum contain the following, i.e., the document number, revision number, page number and continuation information shall appear on every page of the multiple page documents. The front sheet of each document shall be page 1; however the number or wording "page 1" is not shown on the first page.

6.4.7 Details Required on Documentation

Each drawing and document shall be identified with the following information, i.e.,:-

- Project Name and Number
- Contract Number or Purchase Order Number
- Equipment Tag Number(s) (if applicable)
- Manufacturer's model / type (if applicable)
- Official Name of *Contractor's* Company
- *Contractor's* Reference Number
- Project Document or Drawing Number
- Electronic File Name (identical to the *Employer's* Document or Drawing Number and not the *Contractor's* Document or Drawing Number)
- Identification and signature of Originator, Checker, Approver, PR Eng, etc.
- Complete Descriptive Title
- Revision

Note: If hardcopy, check electronic system for latest revision

- Date

6.5 Electronic Documentation Requirements

No "Protection" or "password" will be placed on electronic files.

Electronic submissions shall conform to the minimum quality standard as listed below, i.e.,:-

- File Formats to be submitted
- All deliverables submitted by the *Contractor* must be supplied in the formats listed below, and be editable using the software listed in Table 1. Only exceptions that have prior approval from the *Project Manager* will be accepted. Software used shall be the latest generation, and where appropriate, shall be regularly upgraded.

Note:

All electronic documents shall be submitted in Adobe Acrobat (PDF) format and the 'Native' file shall be included at the final submission.

6.5.1 Table 1: Acceptable File Formats

Document Type	Description
Drawings	Native: Micro Station 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Data Sheets (other than instrumentation)	Native: MS Excel 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Data Sheets (Instrumentation)	Native: As per software used or as otherwise specified in Contract
	Published In: Adobe Acrobat (PDF) version 7 or later
Engineering Data Lists	Native: MS Excel 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Calculation Outputs / Results	Native: As per software used or as otherwise specified in Contract
	Published In: Adobe Acrobat (PDF) version 7 or later
Document Viewers – Redlining	Adobe Acrobat v7 minimum with "Comments" enabled
All Reports	Native: MS Word 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Report supporting Data including: Calculations, Charts,	Native: As per software used or as otherwise specified in Contract

Note: If hardcopy, check electronic system for latest revision

Graphs, Indexes, etc.	Published In: Adobe Acrobat (PDF) version 7 or later
Manuals	Native: MS Word 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
General Documents	Native: MS Word 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Presentations	Native: MS PowerPoint 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Colour Photographs / Scanned Images	Native File format: JPG Compression level 1%
Graphic Imagery	Published images in: TIF uncompressed or WMF
	Native image format: Corel Draw 7 CDR file
	Adobe Photoshop 7.0 PSD
	PowerPoint 2000 PPT file
Project Schedules	Native: Primavera P6 (preferred)
	Native: MS Project
	Published In: Adobe Acrobat (PDF) version 7 or later
Databases (preferred)	MS SQL Server 2000
Databases (non-preferred)	ODBC compliant
	Microsoft Access 2003
Data Compression	Software: WinZip 8.0
Other General Project Data	Native: Microsoft Office 2003 application or later
	Published In: Adobe Acrobat (PDF) version 7 or later

6.5.1.1 Native File

Native files shall be clean of all extraneous fonts, formats and styles to ensure inadvertent reformatting and format adjustments or difficulties that do not eventuate in downstream handling of documents.

6.5.1.2 Adobe Acrobat (.PDF) Files

PDF files shall be of a high quality and without dark background shading as definition may otherwise become lost.

The quality of Adobe Acrobat (.PDF) files shall be such that a hardcopy of a laser printed A1 Adobe Acrobat (.PDF) drawing can clearly be read in A3 size. Similarly A3 and A4

Note: If hardcopy, check electronic system for latest revision

Adobe Acrobat (.PDF) file quality shall be such that hardcopy of a laser printed A3 or A4 Adobe Acrobat (.PDF) document can clearly be read in A4 size.

The Contractor shall physically test and confirm this prior to transmitting Adobe files.

PDF files shall be saved as "Reader Extent" to make provision for the use of electronic signatures.

PDF files shall be "Optimized" to improve Quality and then "Reduce File Size" through Adobe.

6.5.1.3 Databases

Databases shall be presented in compatible format on CD Rom as specified in Table 1. Multi format documents (created from several files) shall be combined and submitted as a single Adobe Acrobat (.PDF) file.

6.5.1.4 Drawing Files

These shall be submitted in Adobe Acrobat (.PDF) and the 'Native' file format shall be submitted on the final submission unless otherwise specified. 'Native' files shall include reference / border files, etc.

A single file shall be submitted per document, i.e., under no circumstances shall different drawings with different numbers appear on one sheet under one file name, nor shall a drawing with multiple sheets be saved into one electronic file.

All CAD drawings shall be contained in one single merge file, any form of ex Ref or Reference File will not be accepted.

6.5.1.5 Sketches

These shall be A3 or A4 size scanned as Adobe Acrobat (.PDF) file.

6.5.1.6 Text Documents

Each page of a single document shall be collated into one file. (The "wet" signature Contractor Review Label (CRL) coversheet, where required, is inserted at the beginning of the document prior to review).

6.5.1.7 Tables / Diagrams

These shall be A4 and A3 size only.

6.5.1.8 Reports

Reports containing Word, Excel, DGN, DWG, brochures, etc., shall be compiled as one Adobe Acrobat (.PDF) file.

Note:

Note: If hardcopy, check electronic system for latest revision

Original colour hardcopies shall be scanned in colour to ensure all details of paper documents.

6.5.1.9 Photo's / Video's

Prints should be submitted of conventional photographs or prints and digital files of electronic images, or as specified by the Project Manager.

6.5.2 Security

Files shall be clear of known viruses and extraneous (irrelevant) macro's. The *Contractor* shall at all times have the latest generation of virus protection software. The *Contractor* shall ensure appropriate security systems are in place to prevent unauthorized electronic distributions and (or) unauthorized editing or manipulation of electronic files.

6.5.3 Scanning Requirements

Where possible 'native' files shall be converted to PDF rather than scanned from hardcopy.

Where this cannot be done all drawings and documents shall be manually scanned black and white except where colour image and fonts are required or necessary.

The settings below should be adhered to where possible and may vary depending on scanning software used. Where images rendered with these settings are unreadable, operators shall use their discretion, and adjust colour depth and resolution accordingly.

6.5.3.1 Scan Settings

- Resolution:-

Black and White - 200 dpi

Colour - 100 dpi

Fine Line Drawings - 300 dpi

- Image Type:-

Black and White - 1 Bit

Colour Line Drawings - 8 Bit (256 colours) minimum

Colour photos and rendered images - 24 Bit

Use automatic threshold to determine the white and black points

- Other Criteria to Adhere to:-

Rotate to correct reading (i.e., viewable at correct orientation)

De-skew (i.e., straighten if on a slant)

Note: If hardcopy, check electronic system for latest revision

De-speckle (i.e., remove background dirt)

Optimized (i.e., reduce file size)

Note:

When a scanned drawing is printed to be re-scanned, subsequent to, e.g., mark-ups or signatures, then it shall be scanned at a setting of 400 dpi.

6.6 Documentation Numbering

Once the Contractor Documentation Register (CDR) has been submitted by the *Contractor*, Document Control will allocate the *Employer's* documentation numbers on the Contractor Documentation Register (CDR) and return it to the *Contractor*.

A unique sequence number is allocated to each document and remains the same for each submittal of that specific document.

The *Contractor* shall use the *Employer's* document numbers and titles exactly as per the Contractor Documentation Register (CDR) on all documentation submitted.

Electronic file names for all documentation shall be exactly as per the *Employer's* documentation numbers, including the revision number.

7. Revising Documentation

All documentation carries a revision block, which must be completed in full before submitting to the *Project Manager*, and typically denotes the following:-

- NO. - Revision Number, e.g., 00, 01, etc.
- DESCRIPTION - Describes the status, e.g., Issued for Tender and a brief description of the changes made.
- BY - Person responsible for revising the document
- CHK'D - Person responsible for checking the revised document
- APP'D - Person responsible for approving the revised document
- DATE - Date of the revised document

7.1 Revision Notes

The revision block should record each change in revision with a brief but specific description of the changes made.

Terms such as "Minor Revision" or "General Revisions" shall be avoided in favour of a more specific notation.

More than one line may be used but only the revision number and date together with the relevant initials shall appear in the top line.

Note: If hardcopy, check electronic system for latest revision

7.2 Indicating Revisions

Revisions shall be clearly identified by placing a revision triangle with the correct revision number in the right hand column in the case of documents, and is adjacent to the area on the document that has been changed.

All revisions made on drawings shall be enclosed by a cloud except in cases where to add a cloud detracts from the readability of the drawing. At subsequent revisions all clouds and revision triangles from the previous formal revision shall be removed from the drawing.

7.3 As-Built / Final Revisions

Should documentation require changes upon completion of Construction, it shall be revised to an "As-Built" status, as well as bear the wording "Certified As-Built", which is indicated in the revision block of the documentation.

Should documentation not require any changes upon completion of Construction, it shall be revised to a "Final" status, as well as bear the wording "Certified Final", which is indicated in the revision block of the documentation.

8. Documentation Submission

8.1 Documentation Submission Format

All documentation shall be submitted under cover of a *Contractor's* Transmittal Note.

8.2 Electronic Transmission

The Contractor Documentation Schedule (CDS) defines which documentation shall be transmitted electronically. All electronic documentation shall be transmitted on CD ROM unless otherwise agreed as per Par 6.3.

Documentation submitted on CD ROM shall be contained in a zip file with the Transmittal Note enclosed.

Note:

In the event of documentation required urgently and the *Contractor* is not able to submit a CD ROM and (or) hard copy format timeously, then e-mail transmission may take place (but in extreme cases only)

Per e-mail - the file size may not exceed 5 MB and the Transmittal Note shall be attached.

The *Contractor* is still required to submit the relevant CD ROM to Document Control without delay.

When sending an e-mail the *Contractor* shall ensure that the subject field of the e-mail is completed as follows, i.e.,:

Note: If hardcopy, check electronic system for latest revision

- Contract Number – *Contractor's* Transmittal Number and Description of documentation transmitted.

8.3 Hard Copy Transmission

Documentation shall be submitted in printed hard copy format unless otherwise stated on the Contractor Documentation Schedule (CDS).

8.4 Transmittal Notes (Annexure A)

All documentation shall be submitted under cover of the *Contractor's* Transmittal Note indicating all *Contract* references (i.e., Project No, *Contract* No, etc.), Project Documentation Number(s), Revision Number, Title and Chronological listing of transmitted documentation.

The *Contractor's* Transmittal Note shall state the purpose / issue reason of the documentation submission.

Documentation for different purposes must be sent on separate *Contractor* Transmittal Notes. The *Contractor* shall note that documentation will be rejected if this requirement is not met.

The *Contractor* Transmittal shall be signed, date stamped and returned to the *Contractor* by Document Control.

8.5 Formats and Quantities of Documentation

The required number of copies and formats of documents / drawings shall be specified in the Contractor Documentation Schedule (CDS).

A typical example of quantities and formats would be as follows:-

- Pre-Construction – Hard copy and PDF (to be specified in 'CDS')
- Construction – Hard copy and PDF (to be specified in 'CDS')
- As-Built – Red Lined – Hard copies (Normally 3 off) (to be specified in CDS')
- Certified As-Built / Final – Hard copies (full size) and CD ROMs containing PDF and 'Native' file formats (to be specified in 'CDS')

8.6 Address for Submission

The address of submission will be as specified in the *Contract* and all submissions will be identified with the Contract Number, and the responsible *Project Manager*. All deliveries will be made to Document Control who will distribute the documentation to the relevant *Project Manager*.

9. Review and Acceptance of *Contractor* Documentation

The *Contractor* submits documentation as the *Contract* requires to the *Project Manager* via Document Control for review and acceptance.

Note: If hardcopy, check electronic system for latest revision

9.1 Contractor Review Label (CRL)

The purpose of the Contractor Review Label (CRL) is for the *Project Manager* to assign a review code to the reviewed documentation denoting the status of the documentation after consolidation of comments. The Contractor Review Label (CRL) is to be inserted by the *Contractor* as follows:-

9.1.1 First Submission of Documentation

The first revision is revision '0', with subsequent revisions '1', '2', '3', etc.

9.1.2 Review of Documentation

Acceptance of documentation by the Project will in no way relieve the *Contractor* of their responsibility for the correctness of information, or conformance with the requirements. This responsibility rests solely with the *Contractor*.

Once documentation has been reviewed by the Project, all comments are consolidated and a review code is assigned on the Contractor Review Label (CRL) to the original reviewed / marked-up drawing / document by the *Project Manager*.

9.1.2.1 Review Codes for Contractor Documentation

The Review Code resulting from the review is as follows, i.e.,:-

- Code C1 – Accepted

The *Contractor's* design / submission of documentation is accepted and the *Contractor* only needs re-submit documentation only if major changes have been made. The next submission will be the for Approval of "Redline" and / or "Final " documentation.

- Code C2 – Accepted with Comments. Revise and Resubmit

In the event that the Project returns documentation with comments noted, the *Contractor* shall, within the '*period of reply*' as defined in the *Contract Data*, make the required changes and submit the revised documentation for further review on the next revision.

- Code C3 – Not Accepted. Revise and Resubmit for Review

In the event that the Project returns documentation with "Not Accepted, Revise and Re-submit" the *Contractor*, within the '*period of reply*', make the required changes and re-submit the revised documentation on a new revision for further review. Should these revisions necessitate changes in other related documentation, the *Contractor* shall make the appropriate changes and re-submit all the revised related documentation for further review. The *Contractor* shall not proceed with any activities controlled by the *Contractor's* documentation until it has been re-submitted and acceptance indicated.

The *Contractor* revises and re-submits documentation but on the next revision until a review code 'C1' is achieved. This review process shall not entitle the *Contractor* to submit any claims due to time loss.

Note: If hardcopy, check electronic system for latest revision

- Code C4 – Review Not Required

Documentation signed at “Code C4” level is considered to be for information only and does not require further submission, and shall not be returned to the *Contractor*. However, Document Control shall issue a Transmittal only to the *Contractor* in this regard as notification.

9.1.2.2 Return of Reviewed Documentation

The original reviewed / marked-up drawing / document is scanned to PDF format and a copy is returned to the *Contractor* indicating the *Project Manager's* further instructions.

Return of the reviewed documentation is either in hard copy format, in which case the original reviewed / marked-up drawing / document is returned, or on CD.

Contractors will be advised by e-mail or fax (accompanied by a copy of the Project's Transmittal Note) that documentation is available for their collection.

9.1.3 Review Period

The *Contractor* shall allow the *Project Manager* the ‘*period of reply*’ to review and respond to the *Contractor's* submission of documentation, i.e., from time of receipt by the *Project Manager* to the time of dispatch by the *Project Manager*. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

9.1.4 Revised Documentation

On receipt of the reviewed documentation the *Contractor* shall make any modifications requested / marked-up and re-submit the revised documentation within ‘*the period of reply*’ on the Contractor Documentation Schedule (CDS). Queries regarding comments / changes should be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which have not included the changes / comments identified, will be marked with the applicable review code and returned to the *Contractor* to be corrected and re-submitted. The *Contractor* shall re-issue the revised documentation incorporating all comments on a new revision and other specified details not included in the previous issue within ‘*the period of reply*’ of receipt of the marked-up documentation.

All revised data shall be submitted in its entirety and shall reflect the revision control numbers, and shall also indicate which documentation the revised documentation supersedes, if applicable.

In the case of drawings every sheet has its own revision number and is revised as an individual document.

In the case of documents all sheets under cover of one document number shall be under the same revision number and be re-submitted, even if the revision is a minor one.

Note: If hardcopy, check electronic system for latest revision

10. As-Built / Final Documentation

This is Certified 'As-Built / Final Accepted' documentation or documentation for which no further review is required. The final documentation shall form part of the final *Contractor* Manual(s) or Data Packs

Contractors shall provide the 'As-Built' documentation that form part of the Operating, Instruction and Maintenance Manuals that were issued and accepted prior to 'As-Built' conditions for inclusion in these types of manuals by the *Project Manager*.

10.1 Definition of Final and As-Built Status of Documentation

10.1.1 "Final" Documentation

This applies to "As Manufactured and Delivered to Site".

Documentation submitted subsequently by the *Contractor* once "Final" status is reached shall be indicated as such in the Revision Notes Block as "Final" and shall also reflect the New Revision Number on the document in the revision block provided.

10.1.2 "As-Built" Documentation

This applies to "As Constructed or As Installed".

The Contractor Documentation Schedule (CDS) shall indicate the documents which are to be brought to "As-Built" status, and must be submitted only after practical completion when the documentation qualifies for "As-Built" status, and the period after completion by which they must be finalized.

10.2 Preparation of As-Built Documents

10.2.1 Transnet Capital Projects Documents

The *Contractor* responsible for completing the construction / installation works shall prepare three (3) marked up hard copies of the applicable documents to represent the As-Built condition(s). The mark-ups shall be in RED pencil or pen and be complete and accurate.

Once prepared the As-Built mark-up documentation is transmitted to Transnet Capital Projects for updating of the original design documentation.

Documents / drawings updated with information known by the *Project Manager* and as provided by *Contractors* at the completion of their *Contracts* is utilized by the *Project Manager* to update Engineering Deliverables / drawings to this status, i.e., "For Record Purposes".

Note:

File naming convention on drawings / documents shall be in accordance with the Project numbers assigned on the Contractor Documentation Register (CDR).

Note: If hardcopy, check electronic system for latest revision

10.2.2 Design, Supply and Install Contractor Documents

Contractors responsible for the design, supply and installation of equipment are responsible for producing As-Builts of their own documentation.

The *Contractor* shall prepare three (3) marked up hard copies of the applicable documents to represent the As-Built condition(s). The mark-ups shall be in RED pencil or pen and be complete and accurate.

Once prepared the As-Built mark-up documentation is transmitted to the *Project Manager* for Approval through the normal process. Once approved C1 the *Contractor* can proceed to update his drawings and submit as part of the final package

The mark-ups are returned to the *Contractor* so that they can produce the As-Built revisions.

11. Installation, Maintenance and Operating Manuals and Data Books

These shall be supplied by the *Contractor* as manuals in an A4 hard covered, red, grease and waterproof binder using two (2) ring type binders.

Drawings and charts larger than A4 shall be folded and those greater than A3 shall be enclosed in an A4 plastic pocket of adequate strength.

Manuals shall be well indexed and user friendly. Manuals shall include a summarized Table of Contents and in manuals comprising a number of files / volumes there should be one summarized Table of Contents in each of the files / volumes. The draft Table of Contents shall be submitted for review to the Project Manager prior to the compilation and official submittal of the manuals. The technical content of manuals shall be specified by the *Project Manager*.

The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

The address, phone numbers, fax numbers and reference numbers of all *Sub-Contractors* shall be provided.

Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.

The required number of copies of the manual(s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.

Note: If hardcopy, check electronic system for latest revision

A typical example of what the binder / file(s) shall be marked with on the spine and the front cover is as follows: -

- Project Name
- Manual Title, e.g., Installation, Maintenance and Operating Manual
- FBS No. and Title
- Manual Numbering (e.g., Volume 1 of 2, etc.)
- Contract Number
- Contractor Name

12. Cancelling and Superseding Documentation

The Document Control Procedure for cancelling and superseding is as follows:-

12.1 Superseding

If the document / drawing has been transmitted anywhere and is to be replaced by a different document number / drawing number, then it is superseded. The superseded item should go up a revision and always have the new drawing or document number written across it, as the normal practice.

The Document Controller is to check that this has been done on the drawing or document, and the revision title block should be preceded with:-

- e.g. "SUPERSEDED by 222057-2-211-M-GA-0030"

12.2 Cancelling

If the item is to be cancelled, it means the item has been previously transmitted and it is not being replaced by another drawing number / document number. In this case the Document Controller should check that the revision has gone up, the word "CANCELLED" is written across the drawing / document and the word "CANCELLED" is placed at the beginning of the revision title block

13. Records

All documents generated in terms of this standard are to be retained by Transnet Capital Projects as records in accordance with the requirements of Project Procedure DOC-P-0013.

Annexure A – Typical Transmittal Note

[illegible]

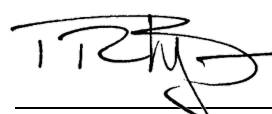
[illegible]

**ANNEXURE C: HEALTH AND SAFETY
SPECIFICATION: TNPA965-02-HS-SP-
0001**

Transnet Health and Safety Management

Health and Safety Specification:

National Port Security Fencing Upgrade

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1. Project Description

South African commercial ports must adhere to several legislations and regulatory framework standards with regards to security and safety within the port environment. The International Ship and Port Facility Security (ISPS) code is an amendment to the Safety of Life at Sea (SOLAS) Convention (1974/1988) on minimum security arrangements for ships, ports, and government agencies. It prescribes responsibilities to governments, shipping companies, shipboard personnel, and port/facility personnel to "detect security threats and take preventative measures against security incidents affecting ships or port facilities used in international trade." To comply with the ISPS code, the South African ports must secure all its assets by means of physical barriers and systems. Physical security involves the layout and design of facilities and the use of physical measures to delay and prevent unauthorised access to the ports.

The Port of Cape Town, Mossel Bay, Port Elizabeth, and East London are ISPS complaint ports in terms of the Merchant Shipping Act no. 57 of 1951, Merchant Shipping (Maritime Security) Regulations 2004, and National Ports Act no. 12 of 2005. The perimeters of these ports consist of steel palisade fencing, with an approximate height of 2.5m, which was installed in the late 2000's to ensure fencing uniformity across the port system. These fences however have a life expectancy of 10 to 15 years. Consequently, severe corrosion has been observed throughout as the fencing reaches/reached its useful life. This has resulted in localized failure/collapse and the development of perimeter gaps, rendering the infrastructure incapable of preventing trespassing and subsequent non-compliance to the National Ports Act and Maritime Security Regulations.

In terms of the ISPS code, Maritime Security Regulation Act and National Ports Act, Transnet National Ports Authority (TNPA) is mandated to implement measures to protect its assets, customers, employees, passenger vessels and the port facilities against terrorism, sabotage, stowaways/illegal immigrants, armed robbery, etc. Under this mandate TNPA is obliged to provide adequate and effective port security fencing infrastructure, ensuring compliance to all relevant legislations and regulatory framework standards. By virtue of compliance, TNPA is subjected to routine assessments and appraisals of security measures to maintain ISPS code accreditation. The current state of fencing infrastructure however jeopardizes the retention of this certification for the port system.

2. Scope and Purpose

The implementation of the National Port Security Fencing Upgrade project will ensure compliance to all relevant legislations and regulatory framework standards, retention of ISPS code certification and ensuring the safety of ports users, assets, and employees.

This health and safety specification outlines the working behaviours and safe work practices that must be implemented and complied with by all Transnet employees, Contractors, Consultants, Visitors and Suppliers, that will be undertaking activities associated with the project at the Port of Cape Town, Port of Mosselbay, Port of Gqeberha and Port of East London. The specification has been developed in accordance with the requirements of the Construction Regulation of 2014, Regulation 5(1)(b) as well as any other applicable legislation.

Appointed contractors must identify all requirements applicable to their scope of works and address these accordingly in their Contractor's Site Specific Health and Safety Management Plan. It is the contractor's responsibility to ensure that all sub-contractors comply fully with all legal requirements as well as the requirements of this Specification.

This Health and Safety Specification will be reviewed and updated periodically as and when necessary to address and / or include:

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

3. Definitions

Acceptable Risk

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

ALARP (As Low As Reasonably Practicable)

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

Applicant (Permit to Work)

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

Authorised Person (Permit to Work)

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

Barricade

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

Battering

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

Benching

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

Consequence

The outcome of an event expressed qualitatively or quantitatively.

Contractor

An employer performing construction work, or providing related or supporting services, on a project site.

Competent Person

A person who has in respect of the work or task to be performed the required knowledge, training, experience and as per OSHAct, 1993 (Act 85 of 1993) and CR 2014.

Construction Supervisor

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

Clearance Certificate

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

Discipline Lock (many locks with a restricted number of identical keys)

Attached at a Lockout Station or at a Local Isolation Point in order to lock out a system, plant or equipment. A Discipline Lock (e.g. A Low Voltage Electricity Discipline Lock) is owned by an Isolation Officer who has been authorised in writing to isolate and lockout a particular hazard (e.g. Low voltage electricity).

Implementing Agent

Contractor appointed by TRANSNET in order to involve an experienced associate in large projects to manage the entire, or parts of the, project on behalf of TRANSNET.

Equipment Lock (many locks with one unique key)

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

Excavation

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

First-Aid Injury (FA)

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

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

- Treatment for first degree burns.
- Use of non-prescription medications and administration of single dose of prescription medication on first visit for any minor injury or discomfort.

Hazard

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

Hierarchy of Controls

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

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

Isolation and Lockout Procedure

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

Isolation Bar

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

Isolation Officer

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

Incident

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

Likelihood

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

Lost Time Injury (LTI)

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

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

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

Light Vehicle

A vehicle that:

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

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

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

Medical Treatment Injury (MTI)

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

The following procedures are generally considered medical treatment:

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

Mobile Equipment

A vehicle (wheeled or tracked) that generally requires:

- The driver to hold a specific state or civil license; or

- The operator to hold a nationally recognized certificate of competency.

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

Near-Miss

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

Personal Lock

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

Regulation

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

Risk

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

Risk Assessment

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

Risk Management

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

4. Abbreviations

DSTI - Daily Safety Task Instruction

CR – Construction Regulations

HIRA - Hazard Identification and Risk Assessment

IMS - Integrated Management System

MS - Management System

OHS Act - Occupational Health and Safety Act

SOC - Safety Observation and Conversation

VFL - Visible Felt Leadership

OHS - Occupational Health and Safety

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

5. Contractor Health and Safety Management Plan

The contractor must prepare, implement and maintain a project-specific Health and Safety Management Plan. The plan must be aligned with the requirements set out in this specification as

well as all relevant/applicable legislation. It must cover all activities that will be undertaken as part of the Project from mobilisation and set-up to rehabilitation and decommissioning.

The plan must demonstrate the contractor's commitment to health and safety and must, as a minimum, include the following:

- A copy of the contractor's **Health and Safety Policy**; in terms of the OHS Act section 7
- Procedures concerning **Hazard Identification and Risk Assessment**, including both Baseline and Task-Based Risk Assessments;
- Arrangements concerning the identification of applicable **Legal and Other Requirements**, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning **Health and Safety Objectives** – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- Details concerning **Resources, Accountabilities and Responsibilities** – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;
- Details concerning **Competence, Training and Awareness** – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- **Communication, Participation and Consultation** arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- **Documentation and Document Control** – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining **Operational Control**, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- **Emergency Preparedness and Response** procedures;
- **Management of Change** – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- **Sub-contractor Alignment** procedures – a process must be in place for the assessment of sub-contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- **Measuring and Monitoring** plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. Noise, dust, etc.) In order to determine the effectiveness of control measures;
- **Incident Reporting and Investigation** procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- **Non-conformance and Action Management** procedures concerning the management of corrective actions;

- **Performance Assessment and Auditing** procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the **Management Review** process followed to assess the effectiveness of health and safety management efforts.

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

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

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

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

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

6. Policy

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

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

The policy must commit to:

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

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

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

7. Hazard Identification and Risk Assessment (OHS Act, Constr. Regulations 9)

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

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

The risk assessment processes must be applied to:

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

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

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

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

7.1 Baseline Risk Assessments

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

When carrying out a Baseline Risk Assessment or a Task-Based Risk Assessment (refer to Section 7.2), Hazard (Energy) Types must be specified in accordance with the categorisation detailed in Table 7-1. Risk scenarios must be described indicating the manner in which a person may come into contact with, or be exposed to, a specific hazard.

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

Ratings must be assigned qualitatively using TRANSNET consequence and likelihood scales and descriptors (i.e. TRANSNET 5x5 qualitative risk matrix). Refer to Tables 7-2, 7-3 and 7-4.

Table 7-1: Hazard (Energy) Types

Gravitational									
Falling or Rolling Object		Person Falling from Height		Slip, Trip or Fall (Same Level)		Collapsing Structure		Collapsing, Flowing Substance Slumping Material or	
Mechanical									
Moving Component of Fixed Machinery		Moving Component of Powered Tool		Projectile		Moving Tool Hand		Sharp Object Moving Mobile Equipment or Light Vehicle Moving Person Moving Object (Mechanically or Manually)	
Elastic									
Object under Tension or Compression						Compressed Fluid (Gas or Liquid)			
Acoustic									
Noise									
Vibrational									
Hand / Arm Vibration						Whole Body Vibration			
Electrical									
Electricity						Electro-Magnetic Field			
Radiation									
Ionising Radiation						Non-Ionising Radiation			
Illumination									
Lighting									
Thermal									
Heat						Cold			
Fire									
Fire									
Explosion									
Explosion									
Particulates and Aerosols									
Dust		Fibres		Fume		Spray		Mist Smoke	
Chemical									
Corrosive Substance		Irritant		Asphyxiate		Narcotic Anaesthetic / Poison		Allergen Sensitizer / Carcinogen Teratogen Mutagen / Venom	
Microbiological									
Virus		Bacterium			Parasite			Fungus	
Weather									
Lightning		High Wind			Flooding			Hail	
Physiological									
Stress						Fatigue			
Ergonomic									
Exertion		Repetitive Movement			Awkward Posture			Awkward Movement	

Table 7-2: Consequence Descriptors

Consequence	Insignificant	Minor	Moderate	Major	Catastrophic
Health	Reversible health effects of little concern, requiring first aid treatment at most.	Reversible health effects of concern that would typically result in medical treatment.	Reversible health effects of concern that would typically result in a lost time illness.	Single fatality, or irreversible health effects or disabling illness.	Multiple fatalities or permanent disabling illness to multiple people.
Safety	Low-level, short-term subjective inconvenience or symptoms. Typically a first aid case requiring no medical treatment.	Reversible injury requiring treatment, but not leading to restricted duties. Typically a medical treatment case.	Reversible injury or moderate irreversible damage or impairment. Typically a lost time injury.	Single fatality, or considerable irreversible damage or impairment.	Multiple fatalities or permanent disabling injury to multiple people.

Table 7-3: Likelihood Descriptors

Likelihood	Likelihood Description	Frequency	Substance Exposure
Almost Certain	Recurring event during the life-time the project.	Typically occurs more than twice per year.	Frequent (daily) exposure at > 10 x OEL.
Likely	Event that may occur frequently during the life-time of the project.	Typically occurs once or twice per year.	Frequent (daily) exposure at > OEL.
Possible	Event that may occur during the life-time of the project.	Typically occurs once in 5 years.	Frequent (daily) exposure at > 50% of OEL. Infrequent exposure at > OEL.
Unlikely	Event that is unlikely to occur during the life-time of the project.	Typically occurs once in 10 years.	Frequent (daily) exposure at > 10% of OEL. Infrequent exposure at > 50% of OEL.
Conceivable but improbable	Event that is very unlikely to occur during the life-time of the project.	Typically occurs once in 100 years.	Frequent (daily) exposure at < 10% of OEL. Infrequent exposure at > 10% of OEL.

Table 7-4: Risk Matrix

Risk Calculator		Consequence				
		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	Extreme (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Conceivable but improbable	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

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

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

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

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

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

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

7.2 Task-Based Risk Assessments

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

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

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

A Task-Based Risk Assessment must at least:

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

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

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

7.3 Pre-Task Hazard Assessments

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

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

8. Legal and Other Requirements

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

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

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

9. Health and Safety Objectives

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

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

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

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

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

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

10. Resources, Accountabilities and Responsibilities

The Contractor must adequately allocate resources, responsibility and accountability to ensure the effective implementation, maintenance and continual improvement of the contractor’s health and safety management system on the projects required by Construction Regulation Of 2014, regulation 7(2)(c).

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

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

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

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

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

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

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

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

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

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

- Preparing, implementing and maintaining a risk-based Health and Safety Management Plan specific to the work that will be carried out;
- Establishing, implementing and maintaining health and safety programmes and procedures to ensure that all work is carried out in compliance with the requirements of this specification, the contract, and all applicable legislation;
- Establishing, implementing and maintaining effective hazard identification and risk management processes and procedures to ensure that all reasonably foreseeable hazards are controlled in order to minimise risk;
- Providing the resources necessary to meet the requirements of this specification;
- Ensuring that all contractor employees have clearly defined responsibilities with regard to health and safety, and that these responsibilities are clearly communicated and understood;
- Establishing, implementing and maintaining a system for on-going training and assessment of skills and competence;
- Establishing, implementing and maintaining procedures to ensure that only qualified and competent personnel are permitted to work on the project site(s);
- Establishing, implementing and maintaining effective communication and consultative processes concerning health and safety for the duration of the contract;
- Maintaining operational control for the protection of all persons on the project site(s) as well as the public;
- Establishing, implementing and maintaining effective emergency preparedness and response procedures;
- Establishing, implementing and maintaining effective management of change processes and procedures;
- Establishing, implementing and maintaining effective incident reporting and investigation processes and procedures;
- Establishing, implementing and maintaining effective auditing and inspection processes and procedures; and
- Formally reviewing the contractor's Health and Safety Management System annually to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements.

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

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

10.1 Contractor Construction Manager

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

The contractor's Construction Manager shall be responsible for:

- Ensuring that a Health and Safety Policy that clearly states the contractor's values and objectives for the effective management of health and safety on the project is in place and is communicated to all contractor and sub-contractor employees;
- Ensuring that all applicable legal and project health and safety requirements are identified and complied with at all times;
- Ensuring that effective hazard identification and risk management processes are established and implemented for all work to be carried out by the contractor;
- Participating in the Baseline Risk Assessment for the contractor's scope of work (prior to site establishment);
- Participating in (and approving) all Task-Based Risk Assessments conducted for the work to be carried out by the contractor;
- Driving the achievement of agreed health and safety objectives;
- Ensuring that the necessary resources are made available for the effective implementation of the contractor's Health and Safety Management Plan;
- Ensuring that all work is adequately and competently supervised;
- Ensuring that all contractor employees have clearly defined responsibilities with regard to health and safety (assigned in writing), and that these responsibilities are clearly communicated and understood;
- Ensuring as far as is reasonably practicable that each contractor and sub-contractor employee is competent to perform his role, and has received appropriate workplace health and safety training and instruction;
- Managing all appointed sub-contractors with regard to health and safety performance;
- Establishing and maintaining effective communication and consultative processes to ensure that all contractor and sub-contractor employees are kept up to date with regard to health and safety information (e.g. Incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.) And that feedback is provided promptly regarding issues and / or concerns raised;
- Participating in the project's Visible Felt Leadership (VFL) programme;
- Chairing monthly Contractor Health and Safety Meetings and attending monthly Site Health and Safety Meetings;
- Implementing programmes that encourage continual improvement and providing recognition for suggestions made by contractor and sub-contractor employees;
- Implementing the contractor's Health and Safety Management Plan and associated Safe Work Procedures;
- Acting consistently and strictly against any contractor or sub-contractor employee who transgresses a health and safety rule or requirement;

- Ensuring that an effective management of change process is in place;
- Implementing, testing and maintaining an effective Emergency Response Plan for all contractor and sub-contractor activities, and ensuring that the plan is adequately resourced;
- Ensuring that workplace exposure of contractor and sub-contractor employees to hazardous substances or agents is measured and monitored to determine the effectiveness of controls and compliance with legal (and project) requirements;
- Ensuring that all incidents are reported without delay and are investigated thoroughly;
- Participating in investigations into significant incidents;
- Ensuring that accurate health and safety statistics are maintained, and that health and safety performance reports are compiled as required;
- Providing the necessary resources for regular health and safety audits and inspections to be conducted, and supporting the auditing process;
- Participating in health and safety audits, and carrying out workplace inspections;
- Ensuring that corrective actions (arising from incident investigations, audits, inspections, etc.) Are implemented, and that adequate resources are provided for this purpose; and
- Participating in an annual review of the contractor's Health and Safety Management System.

10.2 Contractor Health and Safety Officers

The contractor must appoint a full-time Health and Safety Officer for the duration of the contract who is registered with the SACPCMP (The South African Council for Project Construction Management Professions). The project site(s) (directly or through sub-contractors), must appoint full-time Health and Safety Officers, the number of which depending on the scope, complexity, budget and high risk activities involved, as required by the Construction regulations of 2014, regulation 8(5).

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

Each Contractor Health and Safety Officer shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to contractor and sub-contractor personnel (particularly the contractor's Project Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the contractor;
- Participating in the Baseline Risk Assessment for the contractor's scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the contractor and ensuring that identified control measures are implemented;
- Conducting contractor health and safety induction training for all contractor and sub-contractor personnel;

- Compiling and maintaining all health and safety related documents and records required of the contractor;
- Communicating relevant health and safety information to contractor and sub-contractor personnel (e.g. Incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the contractor's appointed supervisors, and attending at least one DSTI each day;
- Attending monthly Contractor and Site Health and Safety Meetings;
- Assisting with the implementation of the contractor's Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all contractor and sub-contractor activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the contractor and all sub-contractors), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the contractor and each sub-contractor on a monthly basis to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

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

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

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

- At least 5 years' experience as a Health and Safety Officer on construction projects;
- SAMTRAC, NEBOSH or an equivalent training course with accredited health and safety service provider as a minimum qualification ;
- Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
- Experience and appropriate training with regard to construction related hazard identification and risk management processes;

- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- Health and safety auditing experience and training;
- A valid First Aid certificate of competency;
- Fire prevention and protection training; and
- A valid Driving Licence (light motor vehicle).
- Registered as a Health and Safety Officer or Health and Safety Manager with SACPCMP. The Client will stipulate which is required depending on the size of the project and on the risk.

The Client will stipulate whether a CHSO or CHSM is required depending on the size of the project and on the risks. Before placing a Health and Safety Officer on the project site(s), the contractor must forward a copy of the person's CV to the nominated TRANSNET Project Management Representative or to the Lead Health and Safety Manager for review and acceptance. A proposed candidate may be rejected should he/she not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

10.3 Contractor Supervisors

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

No work may be carried out without an appointed supervisor being physically present in the work area(s) and without a daily safety task instruction having been completed.

Each Contractor Supervisor shall be responsible for:

- Ensuring that all work carried out under his supervision is done so in accordance with the requirements of all applicable legislation, rules, standards, specifications, plans and procedures;
- Participating in Baseline and Task-Based Risk Assessments;
- Ensuring that all employees under his supervision are made aware of the hazards, risk scenarios and control measures identified in relevant risk assessments;
- Ensuring that the control measures stipulated in all relevant risk assessments are in place and are implemented fully for all work carried out under his supervision;
- Ensuring that all employees under his supervision conduct pre-task hazard assessments when necessary;
- Driving the achievement of health and safety objectives set for his team;
- Ensuring that the necessary written appointments are in place for each employee under his supervision (e.g. First aider, mobile crane operator, etc.);
- Ensuring that all employees under his supervision attend all required training;
- Ensuring that no employee carries out any work that he is not competent to perform or has not been appointed to perform;
- Identifying training needs within his team;
- Carrying out Safety Observations and Coaching (one per day);

- Conducting a weekly Toolbox Talk with his team;
- Leading a Daily Safe Task Instruction discussion with his team;
- Attending Health and Safety Meetings as required;
- Maintaining a Health and Safety Management Information Notice Board in the work area for which he is responsible;
- Recording, on a daily basis, a description of the day's activities as well as a breakdown (by occupation) of the personnel on site under his supervision (e.g. 5 bricklayers, 2 carpenters, 3 welders, 22 general workers, and 1 supervisor);
- Ensuring that all Safe Work Procedures applicable to the work carried out under his supervision are adhered to and are fully implemented;
- Maintaining discipline and taking the necessary action whenever an employee under his supervision does not adhere to a rule or requirement;
- Carrying out Planned Task Observations (one per day);
- Ensuring that emergency response procedures are understood by all employees under his supervision and that these procedures are followed in the event of an emergency;
- Reporting all incidents immediately, participating in incident investigations, communicating the lessons learnt to all employees under his supervision, and implementing corrective actions where required; and
- Carrying out workplace health and safety inspections.

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

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

10.4 Health and Safety Representatives

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

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

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

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

10.5 First Aiders

At least one trained and competent First Aider must be in place and must be appointed for the project site(s). Taking into consideration the number of employees deployed, the geographical area in which the work is taking place, the different work disciplines, and the shift pattern (if applicable), the contractor must ensure that an adequate number of First Aiders (at a minimum ratio of one

First Aider per 50 employees) are in place and have been appointed to administer first aid treatment should this be required.

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

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

10.6 Duties of Client

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

- Prepare a baseline risk assessment for an intended construction work project;
- Prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph
- Provide the designer with the health and safety specification contemplated in paragraph (b);
- Ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
- Ensure that the designer carries out all responsibilities contemplated in CR regulation 6;
- Include the health and safety specification in the tender documents;
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
- Ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- Appoint every principal contractor in writing for the project or part thereof on the construction site;
- Discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in CR regulation 7(1), and must thereafter finally approve that plan for implementation;
- Ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
- Take reasonable steps to ensure that each contractor's health and safety plan contemplated in
- CR Regulation 7(1)(a) is implemented and maintained;
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
- Stop any contractor from executing a construction activity which poses a threat to the ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal contractor within seven days after the audit;
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;

- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely; and
- Ensure that the health and safety file contemplated in CR regulation 7(1) (b) is kept and maintained by the Principal contractor.

Where a client requires additional work to be performed as a result of a design change or an error in Construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.

Where a fatality or permanent disabling injury occurs on a construction site, the client must ensure that the contractor provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

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

A construction work permit is required for this project as contemplated in CR 3(1). The client has therefore appointed a competent person in writing as a PrCHSA to act as his or her representative. The duties that are imposed by these Regulations upon a client, apply as far as reasonably practicable to the Agent so appointed. Provided that, where the question arises as to whether an Agent is necessary, the decision of an inspector is decisive.

Notification of construction work to DOL is required for this project as contemplated in CR regulation 4(1).

An agent contemplated in CR sub-regulations (5) and (6) must—

Manage the health and safety on a construction project for the client; and

Be registered with a statutory body approved by the Chief Inspector as qualified to perform the required functions;

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

10.7 Duties of the Designer

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

- Ensure that the applicable safety standards incorporated into these Regulations under section 44 of the Act are compiled within the design;
- Take into consideration the health and safety specification submitted by the client;
- Before the contract is put out to tender, make available in a report to the client—
- All relevant health and safety information about the design of the relevant structure that may affect the pricing of the construction work;
- The geotechnical-science aspects, where appropriate; and
- The loading that the structure is designed to withstand;
- Inform the client in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
- When modifying the design or substituting materials; take into account the hazards relating to any subsequent maintenance of the relevant structure and must make provision in the design for that work to be performed to minimize the risk;

- When mandated by the client to do so, carry out the necessary inspections at appropriate stages to verify that the construction of the relevant structure is carried out in accordance with his design: Provided that if the designer is not so mandated, the client's appointed agent in this regard is responsible to carry out such inspections;
- When mandated stop any contractor from executing any construction work which is not in accordance with the relevant design's health and safety aspects: Provided that if the designer is not so mandated, the client's appointed agent in that regard must stop that contractor from executing that construction work;
- When mandated in his or her final inspection of the completed structure in accordance with the National Building Regulations, include the health and safety aspects of the structure as far as reasonably practicable, declare the structure safe for use, and issue a completion certificate to the client and a copy thereof to the contractor; and
- During the design stage, take cognisance of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

The designer of temporary works must ensure that -

- All temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- The designs of temporary works are done with close reference to the structural;
- The designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- All drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- The loads caused by the temporary works and any imposed loads are clearly indicated in the design.

10.8 Duties of Principal Contractor

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

- Provide and demonstrate to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications contemplated in CR 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
- On appointing any other contractor, in order to ensure compliance with the provisions of the Act:

Provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in CR regulation 5(1)(b) pertaining to the construction work which has to be performed;

- Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- Ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site;

- Ensure that a copy of his or her health and safety plan contemplated in paragraph (a),
- As well as the contractor's health and safety plan contemplated in CR 7 sub-regulation (2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in CR 7 sub-regulation (2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- In addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and CR 7 sub-regulation (2)(b), include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being principal contractor, the agreements between the parties and the type of work being done; and
- Ensure that all his or her employees have a valid medical certificate of fitness, inclusive of a drug test and specific to the Construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

10.9 Duties of Contractor

A contractor must -

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

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

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

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

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

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

10.10 Management and supervision of Construction work

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

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

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

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

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

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

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

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

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

11. Construction Health and Safety Agent

TRANSNET, in terms of the requirements of Section 5(5) of the Construction Regulations, 2014, appointed a Professional Construction Health and Safety Agent for the project whose main responsibility, amongst others, is to obtain a construction work permit before commencement of any construction activities.

During construction the appointed Agent will be responsible for the management and administration of the construction contracts and processes, including the preparation and coordination of the necessary documentation to facilitate effective execution of the works.

Upon completion of construction, the Agent will be responsible for managing and administering the project close out.

12. Competence, Training and Awareness

Each employee (including sub-contractor employees) must be suitably trained and competent, and must understand the health and safety hazards, risks and control measures associated with his work as required by the OHS Act 85 of 1993.

The contractor must implement systems and procedures to ensure that:

- The necessary competencies required by employees are identified (by occupation), along with selection, placement and any training requirements;

Please Note: Specific competency profiles and selection criteria (fitness for work) must be developed for all roles where significant health or safety risk exists.

Please Note: A formal training needs analysis must be carried out based on the competency profiles and a training matrix must be developed for the project.

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

- Minimum core health and safety skills required by employees in leadership and supervisory roles are identified and suitable training is provided including hazard identification and risk assessment, incident investigation, and health and safety interactions (i.e. Observation and coaching techniques);
- Competency-based training is provided and it includes operational controls (procedures and work instructions), management of change, and emergency response;
- All employees hold and maintain the required competencies (including appropriate qualifications, certificates and licences) and are under competent supervision;
- A site-specific induction and orientation programme that highlights health and safety requirements, procedures, and significant hazards, risks and associated control measures is in place for all new employees and visitors (understanding must be assessed);
- Personnel are trained and / or briefed on new or amended standards, rules, safe work procedures, risk assessments, etc.;
- Refresher training is carried out as required (e.g. Re-induction following an absence from site);
- Records of education, qualifications, training, experience and competency assessments are maintained on site for all employees; and
- The effectiveness of training is reviewed and evaluated.

Prior to the commencement of any work, including mobilisation and site set-up activities, the contractor must provide, to the satisfaction of the nominated project management representative, current documentation verifying that the contractor's employees, as well as the employees of any appointed sub-contractors, are competent and have the necessary qualifications, certificates,

licences, job skills, training and experience (as required by this specification and applicable legislation) to safely carry out the work that is to be performed.

The Contractor and sub-contractor must ensure that the following training takes place:

- health and safety induction training pertaining to the hazards prevalent on the site at the time of entry
- training for all persons required to erect, move or dismantle temporary works structures and instruction to perform those operations safely
- training of employees working from a fall risk position
- training to work or to be suspended on a platform which includes at least:
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - o an emergency;
 - o the malfunctioning of equipment; and
 - o the discovery of a suspected defect in the equipment;
 - o an instructions on the proper use of body harnesses.
- Training for all operators of construction vehicles and mobile plant.

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

Please Note: Only certified copies of certificates, licences, etc. will be accepted.

An Employee Profile (dossier) must be completed for each employee who will be performing work on site. All documentation pertaining to an employee's competence (i.e. certified copies of qualifications, certificates and licences as well as proof of job skills, training and experience) must be maintained in this dossier.

If it is determined through observation that an employee is not yet competent to carry out a particular task in a safe and capable manner, the employee will be required to cease work immediately and must either be reassigned or be retrained at the contractor's expense.

The contractor must provide proof that the training institutions and trainers that are used are appropriately registered with a governing authority (a trainer's registration certificate or registration number alone will not be adequate). The following must be made available for verification purposes:

- Proof of registration of the training institution including the training programmes that the institution is accredited to provide; and
- For each trainer, proof of competency and registration for the specific training programmes presented.

Foreign qualifications held by employees in health and safety critical roles must be verified against the requirements of local legislation.

12.1 Health and Safety Induction Training

Each employee must attend all mandatory Health and Safety Induction Training applicable to the project. No employee will be permitted to enter any project work site until he has attended this

training. Each employee must carry proof that he has completed the induction training and may be removed from a site if such proof cannot be produced on request, this as required by the Construction regulations of 2014, Regulation 7(5).

Furthermore, employees must attend (where applicable) Area-Specific Health and Safety Induction Training pertaining to the particular hazards identified in the area(s) where the employees will be working. No employee will be permitted to enter a work area until he has attended the relevant area-specific training.

All visitors must receive a visitor induction briefing before entering any project work site. However, this induction does not permit a visitor to enter a site unescorted. Visitors must be accompanied at all times by an appropriately senior employee who has been fully inducted.

12.2 Specific Training and Competency Requirements

The following specific training and competency requirements must be complied with, where applicable to the project.

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

Table 12-1: Specific Training and Competency Requirements

Training	Applicable To
Health and Safety Induction	All employees
Safety Observations and Coaching (Safety Interactions)	All employees
Risk Assessment*	All managers and supervisors
Incident Investigation*	All managers and supervisors
Safety Leadership	All managers and supervisors
Legal Liability*	All managers and supervisors
Health and Safety Rep*	All elected Health and Safety Representatives
First Aid Levels 1, 2 and 3*	All nominated First Aiders
Fire Fighting (Fire Extinguisher Use)*	All employees
Permit to Work	All Authorised Persons (i.e. Permit issuers) and all Applicants (i.e. Employees who will be applying for permits)
Isolation and Lockout	All Authorised Persons (i.e. Persons who authorise work that requires Isolation and Lockout), all Isolation Officers, and all Applicants (i.e. Persons who request permission to work on systems or equipment requiring Isolation and Lockout)
Defensive Driving*	All drivers of light motor vehicles (for work purposes)
Gravel Road Driving*	All drivers of light motor vehicles driven on gravel roads (for work purposes)
Off Road Driving*	All drivers of four-wheel drive vehicles driven off road (for work purposes)
Mobile Equipment Site Licence*	All mobile equipment operators

Training requirements marked with an * must be arranged by the contractor through accredited external training institutions.

13. Communication, Participation and Consultation

The contractor must establish and maintain effective communication and consultative processes (allowing for a two-way dialogue) for the duration of the project to ensure that:

- All personnel are kept up to date with regard to health and safety matters (e.g. Hazards and risks, incidents and lessons learnt, leading practices, performance against objectives, etc.);
- General health and safety awareness levels are kept high;
- Prompt feedback is given to personnel with regard to health and safety issues or concerns that they raise; and
- Relevant, and often critical, health and safety related information (e.g. Design changes, instructions, reporting of hazardous conditions or situations, etc.) is effectively disseminated.

This must be achieved as follows:

13.1 Visible Felt Leadership (VFL) and Safety Observations and Coaching (SOC's)

The contractor's supervisory personnel (i.e. Managers and supervisors) must participate in the project's Visible Felt Leadership (VFL) programme. Each manager and each supervisor must, as part of his normal duties, perform Safety Observations and Coaching (SOC's). The intention of this programme is to encourage interaction between supervisors and workers concerning health and safety matters in order to:

- Reinforce behaviours consistent with standards, procedures and management system requirements;
- Correct behaviours inconsistent with standards, procedures and management system requirements; and
- Verify whether employees have the necessary training, certification, equipment, etc. To perform the work that they are carrying out.

Each manager, supervisor, safety personnel has a required number of SOCS to be completed per week. All SOC's that are recorded must be submitted to the nominated project management representative on a weekly basis.

The information that is gathered must be analysed and any trends that are identified must be acted on to correct unsafe behaviour or conditions.

13.2 Toolbox Talks

The contractor must prepare a Toolbox Talk on a weekly basis and must share it with all personnel for which the contractor is responsible (including all sub-contractors). Toolbox Talks must address health and safety issues that are relevant to the work performed on the project site(s) and must include information and / or knowledge sharing, lessons learnt from incidents that have occurred, information concerning specific hazards and / or risks and control measures to prevent injury, etc.

Attendance records must be kept and maintained in the contractor's health and safety file.

13.3 Daily Safe Task Instructions (DSTI's)

A Daily Safe Task Instruction (DSTI) is a pre-start discussion amongst the members of a work team, led by the appointed supervisor, aimed at anticipating hazards and potential risks associated with the activities planned for the day or shift, and ensuring that the necessary control measures are in place to prevent incidents.

At the start of each day or shift, prior to the start of any work, each appointed supervisor must inspect the work area for which he is responsible and ensure that it is safe. He must then conduct

a DSTI with his work team specifically concerning the tasks that they will be performing during the course of the day or shift. The relevant Task-Based Risk Assessment for the activity must be used as the basis for the discussion. The correct work method must be reiterated and the identified hazards, risks and control measures must be discussed with the team (each team member must be given the opportunity to contribute and participate in the discussion).

Any team member arriving late must first be taken through the information that was discussed (work method, hazards, risks and control measures) before being permitted to start working. If the work method changes after activities have already begun, the DSTI must be revisited, updated and re-communicated with the team, and the changes must be signed off by the relevant Contractor Health and Safety Officer.

Every member of the work team must sign the DSTI attendance register. The attendance records must be kept and maintained in the contractor's health and safety file.

The contractor's Health and Safety Officer must evaluate the content of the DSTI's daily to ensure that they are task-specific. Furthermore, the Health and Safety Officer must attend the DSTI discussion but must not lead the DSTI discussions, as this is the responsibility of the appointed supervisor.

13.4 Health and Safety Suggestions

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

13.5 Health and Safety Meetings

13.5.1 Contractor Health and Safety Meetings (OHS Act Section 19)

The contractor must schedule and consistently hold monthly health and safety meetings. These meetings must be chaired by the contractor's Project Manager and the following persons must be in attendance:

- Contractor and sub-contractor management representatives;
- Contractor and sub-contractor supervisors;
- Contractor and sub-contractor appointed Health and Safety (Employee) Representatives;
- Contractor and sub-contractor Health and Safety Officers; and

The meeting must address the following as a minimum:

- New incidents for the period and corrective actions taken or to be taken;
- Implementation status of outstanding actions associated with previous incidents;
- SOC's, PTO's and DSTI's carried out for the period and action required to correct trends identified;
- Results of any audits, inspections (including H&S Rep inspections) or site visits carried out;
- A look ahead to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Risk Assessments, Safe Work Procedures, etc. That are outstanding or due for review (as well as the quality of these documents); and
- Any other health and safety related matter.

The contractor must compile minutes of each meeting and such minutes must be signed off by the Chairperson as a true reflection and attendance records must be kept. These records must be maintained in the contractor's health and safety file.

13.5.2 Site Health and Safety Meetings

In addition to the Contractor Health and Safety Meetings, the Project will schedule monthly Site Health and Safety Meetings that the contractor must attend. These meetings will be chaired by the Project Construction Manager and the following persons must be in attendance:

- Contractor management representatives;
- Contractor Health and Safety Officers;
- The Project Health and Safety Manager;
- Project Health and Safety Advisors; and
- Client representatives (ad hoc).

The meeting will address the following as a minimum:

- Feedback from the contractor concerning health and safety performance for the period;
- New incidents for the period and corrective actions taken or to be taken;
- Implementation status of outstanding actions associated with previous incidents;
- SOC's, PTO's and DSTI's carried out for the period and action required to correct trends identified;
- Results of any audits, inspections or site visits carried out;
- A look ahead to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Risk Assessments, Safe Work Procedures, etc. That are outstanding or due for review (as well as the quality of these documents); and
- Any other health and safety related matter.

13.6 Health and Safety Performance Boards

The contractor must provide and maintain a Health and Safety Performance Board to be approved by the nominated project management representative and to be positioned at the entrance to the contractor's site office area. This board must display the following information as a minimum:

- The contractor's logo;
- Current manpower (heads) on site;
- Man-hours worked for the current month and project to date;
- Lost Time Injury Frequency Rate (LTIFR);
- Dates of last injuries (FAI, MTI and LTI);
- Number of hours worked since the last recorded LTI; and
- Names and contact telephone numbers for the appointed Project Manager and the Health and Safety Officers.

13.7 Health and Safety Management Information Notice Boards

The contractor must provide, for each construction site, a portable Health and Safety Management Information Notice Board to be placed in the work area. The following information and documentation, as a minimum, must be posted on these boards:

- The relevant Method Statements, Risk Assessments and Safe Work Procedures for the work that is being performed that day;
- The DSTI for the day;
- The most recent Toolbox Talk;
- Where applicable, all required permits and permissions for the work that is being performed;
- Material Safety Data Sheets (MSDS's) for any chemical substances being used;
- The health and safety objectives for the work team;
- Details of the last incident involving the work team;
- The most recent weekly health and safety report;
- Emergency procedures;
- A site plan indicating evacuation routes and emergency assembly point locations;

- First Aider and Health and Safety Representatives names, contact telephone numbers as well as recent photo; and
- The appointed supervisor's contact details.

13.8 Involvement (Other)

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

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

All regulations, instructions, signage, etc. Must be communicated in a language understood by all employees.

Health and safety personnel must be actively involved in planning activities so that they have the opportunity to highlight hazards and risks associated with upcoming work well in advance to ensure sufficient time to arrange and / or implement the necessary control measures.

14. Documentation and Document Control

The contractor must develop and maintain project-specific documentation required for the effective management of health and safety on the project.

All documents related to the contractor's health and safety management system must be effectively controlled.

The document control process must:

- Provide for the review, revision and version control of documents;
- Uniquely identify documents (as appropriate) to control their use and function;
- Require approval of the documents for adequacy prior to issue;
- Clearly identify changes and record the status of any revisions to documents; and
- Provide for the effective distribution of documents to, and where necessary the timely removal of obsolete documents from, all points of issue and use.

The contractor must establish a process for the systematic control of health and safety records and related data. Controls must be in place for the creation, receipt, secure storage, maintenance, accessing, use and disposal of such records and data.

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

The confidentiality and security of records and data must be maintained in a manner that is appropriate for the nature of the records and data, and in accordance with any applicable data or privacy protection legislation.

Personal information originating from medical surveillance and occupational hygiene monitoring must be reported in a form that respects the privacy of the individual, but enables management to fulfil their duty of care obligations to employees. The names of individuals must not be disclosed without their written authorisation.

Retention periods for all records (based on legal requirements and / or knowledge preservation considerations) must be established and documented in accordance with applicable legislation.

14.1 Contractor Health and Safety File Requirements

The contractor must compile and maintain a file containing all necessary health and safety related documentation. The contents of the file will be audited by a Project Health and Safety Practitioner on a monthly basis.

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

- Valid Letter of Good Standing from the Workman's Compensation Commissioner;
- Proof of Public Liability Insurance;
- Scope of Work under the contract;
- List of Contacts and their Telephone Numbers;
- Health and Safety Policy;
- Health and Safety Management Plan;
- Legal Register;
- Organisational Chart for the project;
- Appointment Letters (appointment of the contracting company, and appointments for all persons with health and safety related responsibilities);
- 37.2 Agreements
- Notifications to the relevant authorities that construction work is in progress;
- Baseline and Task-Based Risk Assessments;
- Safe Work Procedures, Work Instructions and Work Method Statements;
- Planned Task Observations;
- Fall Protection Plan (where applicable);
- A dossier (Equipment Profile) for each fuel-driven vehicle or machine;
- Inspection Registers, Forms and Checklists (e.g. For portable electrical tools, ladders, safety harnesses, light vehicles, mobile equipment, lifting equipment and lifting tackle, first aid boxes, fire extinguishers, etc.);
- PPE Issue Registers;
- Material Safety Data Sheets;
- Emergency Response Procedures;
- Incident Procedures and Records;
- A dossier (Employee Profile) for each employee containing:
- A copy of the employee's Identity Document or Passport;
- Certificate of Fitness (Pre-Employment Medical Examination);
- Proof of Induction Training;
- Other Training Records;
- Copies of Qualification Certificates and / or Certificates of Competency; and
- Copies of Licences;
- Health and Safety Meeting Minutes;
- Health and Safety Performance Reports;
- Copies of Inspection and Audit Reports; and
- Daily Safe Task Instructions (DSTI's) and Toolbox Talks.

The contractor must ensure that an equivalent file is compiled and maintained by each appointed sub-contractor. A copy of the Construction Work Permit will be made available to the Contractor for inclusion into the Health and safety file as well as to display at the entrance of the construction site.

15. Notification of Construction Work

A contractor who intends to carry out any construction work other than work contemplated in CR regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- include excavation work;
- include working at a height where there is risk of falling;
- include the demolition of a structure; or
- include the use of explosives to perform construction work.

16. Operational Control

Refer to Transnet Health and Safety Management Guidelines for Managing Common Hazardous Activities and Tasks: HAS-GN-0001. For project operations and activities, the contractor shall implement and maintain:

- Operational controls, as applicable to the organization and its activities;
- The organization shall integrate those operational controls into its overall OH&S Management System;
- Controls related to purchased goods, equipment and services;
- Controls related to contractors and other visitors to the workplace;
- Documented procedures, to cover situations where their absence could lead to deviations from the OH&S policy and the objectives;
- Stipulated operating criteria where their absence could lead to deviations from the OH&S policy and objectives.

17. Safe Work Procedures

The contractor must develop, document and implement Safe Work Procedures for all activities involving significant health or safety risk. These procedures must detail the control measures required to effectively manage the health and safety risks associated with the work activities.

Each Safe Work Procedure must be consistent with the Task-Based Risk Assessment completed for the activity.

Every person engaged in an activity for which a Safe Work Procedure has been developed must receive suitable training on the procedure.

Furthermore, the contractor must develop, document, communicate and implement formal procedures, work instructions and / or programmes for the operation, maintenance, inspection and testing of all plant and equipment (including protective systems and devices) brought onto the project site(s).

18. Planned Task Observations

All contractor, management supervisors must perform Planned Task Observations (PTO's) to verify that the control measures that have been identified in Safe Work Procedures (and associated Risk Assessments) are being adhered to and are being properly implemented, and to provide guidance where deviations are noted.

Each supervisor must complete at least two PTO per week involving one or more employees in his work team. This number of PTO's is at the discretion of TRANSNET's Project Manager or appointed Representative.

When an unsafe act or condition is identified, the supervisor must coach the work team to correct the act or condition in line with the Safe Work Procedure.

Where valid changes to the work method are identified, the supervisor must ensure that the Safe Work Procedure and Risk Assessment are updated to reflect the current practice.

Project representatives will carry out PTO's on contractor employees on an ad hoc basis. Should deviations from the contractor's Safe Work Procedures be observed, the work may be stopped until these deviations are rectified.

19. General Rules of Conduct

All persons are required to conform to the following rules of conduct while on the site.

The following acts are prohibited:

- Engaging in practical jokes, horseplay, scuffling, wrestling, fighting, or gambling;
- Assault, intimidation, or abuse of any person;
- Insubordination towards any supervisor or manager;
- Refusing to carry out a reasonable and lawful instruction concerning health and safety;
- Entry into any restricted area (including barricaded areas), unless authorised to do so by the responsible person;
- Unauthorised use / operation of any equipment or machinery;
- Negligently, carelessly or wilfully causing damage to any property;
- Destroying or tampering with safety devices, signs, or signals;
- The use of water from fire hydrants or hose reels for any purpose other than extinguishing a fire;
- The wilful and unnecessary discharging of fire extinguishers;
- Refusing to give evidence or deliberately making false statements during incident investigations;
- Bringing alcohol, drugs, or any other intoxicating substance onto site;
- Bringing a firearm, ammunition, or any other offensive weapon onto site;
- Bringing animals onto site;
- Running, except in an emergency;
- The use of cell-phones (or similar devices) whilst working on site;
- Sleeping on the job;
- Building fires on site, unless in a suitably constructed barbequing facility; and
- Pouring / pumping / flushing any substance (chemical / hydrocarbon / waste water) into a storm water drain, onto bare soil, or into any area where the substance is not effectively contained.

Any of the above actions may result in the temporary or permanent removal of the offending person(s) from site, as well as possible prosecution. The decision of the nominated project management representative shall be final and binding in respect of any dispute that may arise from the interpretation of these requirements.

TRANSNET will not get involved in contractor disciplinary rules and procedures. The contractor will simply be informed (with reasons) that the offending employee(s) will be denied access to the project site. Once the contractor has been informed, the employee(s) must be removed from the site immediately.

20. Site Access

The contractor may not hire any security services for the project site unless authorisation has been obtained in writing from a nominated project management representative.

20.1 Access Control

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

Failure to comply with these requirements will be viewed as a serious safety breach and may result in the permanent removal of the individual(s) / contracting company from site or suspension without payment.

Access will be controlled as follows:

Contract period access – an access card valid for the full contract period will be issued to an individual once the following requirements have been met:

- Completion of a pre-employment medical examination which states that the employee is fit for duty;
- Completion of all required project induction training;

- Completion of special training / licensing if applicable (e.g. Driving/operating Licence).

Note: No access card will be issued unless proof of identification is provided (i.e. an identity document or a valid passport). For foreign labour, an access card will only be issued if a valid work visa is produced.

Note: A driving licence will not be accepted as proof of identification.

20.2 Trespassing

The contractor must ensure that no employee (including sub-contractor employees) trespasses on any land lying beyond the boundaries of the project site.

If instructed by a nominated project management representative to do so, the contractor must remove any employee who fails to comply with this requirement from the project.

The contractor's activities must be confined to the specified construction areas, and access to these areas may only be by means of specified routes.

All required barricading (fencing) must be erected and maintained by the contractor.

20.3 Visitors

Visitors (including reps and suppliers) must be advised in advance of the mandatory Personal Protective Equipment (PPE) requirements for the site, and must arrive with all of this PPE.

Upon arrival, all visitors must report to the Contractors designated Site Office where they must sign in.

All visitors must undergo a visitor induction briefing before entering the site.

Whilst on site, visitors must be accompanied at all times by an appropriately senior employee who has been inducted fully. The visitor(s) must be met at the designated Site Office, and when the visit is over, must be escorted back to the Site Office.

Note: Visitors are not permitted to perform any work on site.

Note: Any request (typically made by a government official) to carry out a site inspection must be referred to the nominated project management representative. The contractor must not arrange any such inspection without prior approval from the nominated project management representative.

20.4 Alcohol, Drugs and Other Intoxicating Substances

The contractor must ensure that all personnel under his authority do not at any time enter the site or perform any work whilst under the influence of alcohol, a drug, or any other intoxicating substance.

Selling or possessing drugs, alcoholic beverages or any other intoxicating substance on the site is strictly prohibited.

A drugs and alcohol testing program will be implemented. Persons entering the site will be daily tested. Any person who tests positive for alcohol or drug consumption will be subject to disciplinary action and shall be permanently removed from the site.

Any person have the opportunity to rather report that he/she is under the influence before accessing the project site – in these case the employee may only be send home for the day by the responsible project manager representative but will then be tested for the following five days (each day) on his return to the project site. If it is found that the same person is frequently reporting that he/she is under the influence before even accessing the project site, It shall be the responsibility of the nominated project management representative to take disciplinary action and remove such a person's form the project site.

Should the actions and / or demeanour of an employee suggest possible narcosis or drunkenness, the employee must be removed from the site. This may be done without testing.

Note: All personnel involved in an incident / accident must immediately be subjected to an alcohol test and a drug test as part of the investigation.

20.5 Firearms, Ammunition and Offensive Weapons

Firearms, ammunition, and offensive weapons of any kind are strictly prohibited. No person may enter /shall not be permitted to enter the site carrying any such item.

20.6 Vehicles

All vehicles brought onto site must meet safety requirements. Each vehicle to be used on site must be inspected and approved by the nominated project management representative before a site access permit will be issued for the vehicle / equipment. No vehicle shall be permitted to enter the site unless it is duly authorised. Access permits are vehicle-specific and may not be transferred between vehicles.

The contractor must allow any vehicle that is brought onto site (including privately owned vehicles) to be searched at any time while on the premises, or when entering or leaving the premises.

The contractor is solely responsible for the safety and security of all vehicles (including private vehicles) that is brought onto the site. All road-going vehicles used by the contractor on the site must be roadworthy and registered with the relevant traffic authority.

A vehicle will not be permitted to enter the site in an un-roadworthy condition. Access will be denied if, for example, but not limited to:

- The vehicle has a defective exhaust system;
- A serious oil or fuel leak is evident;
- The vehicle has unsafe bodywork or is carrying an unsafe load;
- The vehicle is fitted with extraneous or non-standard equipment;
- Passengers are not seated properly;
- The vehicle is not fitted with a seat belt for each occupant; or
- The vehicle has any obvious mechanical defect;
- Pre-inspection requirements are not met.

Overloaded vehicles will not be permitted to enter the site. The driver / operator of any vehicle / mobile equipment must carry a copy of his appointment with him at all times. Each driver / operator must:

- Comply with all site / project rules and regulations pertaining to traffic and the safe operation of vehicles / mobile equipment;
- Obey all road signs;
- Obey all instructions given by security or emergency services personnel;
- Remain within the boundaries of the site; and
- Ensure that the vehicle that he is operating is never overloaded, and that loads are always properly secured.

In the interest of safety, only the minimum number of vehicles required by the contractor to complete the work under the contract will be permitted to enter the site. When not in operation, the contractor's vehicles / mobile equipment must be parked within the boundaries of his lay-down area or yard.

Parking is only permitted in designated parking areas. All cars are parked on site at the owner's risk.

In the event of a vehicle accident on site, the driver(s) must report the incident immediately and must remain at the scene until a nominated project management representative arrives, or until a nominated project management representative authorises him to leave (unless, of course, the driver requires medical attention).

21. Mobile Equipment and Light Vehicles

All Contractors must ensure that mobile equipment and light vehicles comply with relevant/applicable legislation.

Each contractor must provide evidence to the nominated project management representative that all light vehicles and mobile equipment to be used on the project (including, but not limited to, lift and carry cranes (or mobi-lifts), mobile cranes, forklifts, mobile elevating work platforms (e.g. Cherry pickers), tractors, dozers, dump trucks, haul trucks, graders, excavators, loaders, back-actors, drill rigs, and road-going cars, light delivery vehicles, and trucks) comply with the requirements of relevant/applicable legislation. This evidence must be provided prior to the equipment being brought onto the project site. The contractor remains responsible for meeting this requirement even if the equipment to be used is leased or provided by a sub-contractor (i.e. not owned directly by the contractor).

An Equipment Profile (dossier) must be compiled for each light vehicle and each item of mobile equipment to be used on the project site. All mobile equipment and light vehicles (used for work purposes) must be subject to a risk assessment. The assessment must:

- Involve operators and maintenance personnel who will use and work on the equipment; and
- Address all aspects of safe operation including but not limited to handling, driver vision, brake failure, tyre blow out, and access and egress for operators and maintenance personnel.

Each light vehicle and each item of mobile equipment must be serviced and maintained as prescribed by the manufacturer of the vehicle or equipment. No major repairs or services may be carried out on site. No repairs may be carried out by a driver or operator. Only suitably qualified and competent persons may carry out repair work.

An appropriate pre-operation safety check based on a risk assessment must be carried out for each light vehicle or item of mobile equipment driven or operated for work purposes. For each vehicle or equipment type, an approved checklist must be in place (and must be used). The pre-operation check must include, but not be limited to, inspection and / or testing of the following safety critical features:

- Brakes (testing method must be provided);
- Wheels and tyres (including the spare);
- Lights and indicators;
- Steering;
- Seats and seat belts; and
- Windscreen and windows, including windscreen wipers and washers.

Should any critical feature be defective or damaged, the vehicle or equipment may not be operated until it has been fully repaired.

Supervisors must review the completed checklists on a daily basis to satisfy themselves that there are no major deficiencies that could place a driver or operator at risk. No person may drive or operate any light vehicle or item of mobile equipment without authorisation. All drivers and operators must be appointed in writing by the contractor's Project Manager.

No driver or operator may be appointed without proof that the individual has been trained, tested and found competent, or is currently licensed. The appointment letter must specify the type of

vehicle or equipment for which authorisation is being given and must clearly confirm that the driver or operator:

- Is 18 (eighteen) years of age or older;
- Has undergone a medical examination and has been declared fit for work by an occupational medical practitioner; and
- Has received suitable training and has been found competent, or is in possession of a valid driving licence issued by a state, provincial or civil authority that is applicable to the class of vehicle or equipment that is to be driven or operated.

The principal accountability for preventing accidents and incidents lies with the driver or operator of a light vehicle or item of mobile equipment, as he is in full control of any given situation at any given time. It must be stressed to each driver and each operator that safety is his prime responsibility – this must be clearly instructed and understood.

Drivers and operators must be empowered to stop driving or operating immediately should an unsafe condition arise, and refuse to drive or operate any light vehicle or item of mobile equipment that is defective and / or has any inoperative safety features. Similarly, a supervisor must never force a driver or operator to drive or operate a defective vehicle or item of equipment.

If a driver or operator does not adhere to the site rules and regulations, his appointment must be withdrawn and he must not be permitted to continue with his duties. If necessary, site access will be denied (either temporarily or permanently) to any driver or operator who is deemed to not be adhering to site requirements.

No person may drive or operate a light vehicle or item of mobile equipment if he suffers from a medical condition that places both him and those around him at risk of injury. A fit-for-work policy must be in place. Daily alcohol testing and random drug testing must be carried out.

Supervisors must regularly check on the physical condition of drivers and operators during the course of a shift. A system must be in place to manage driver fatigue. No eating or drinking is permitted while driving or operating a light vehicle or item of mobile equipment.

A mobile phone, whether hands-free or not, may not be used by the driver or operator of a light vehicle or item of mobile equipment unless the vehicle/equipment is parked in a safe location and not operational. Behaviour-based observations and coaching must include the operation of light vehicles and mobile equipment.

A site-specific traffic management plan must be compiled and submitted to the nominated project management representative for approval. The plan must include, but not be limited to, (where relevant to the scope of work) the following:

- Segregation of pedestrians, light vehicles, and mobile equipment where possible (using barriers where feasible);
- Systems to control the movement of mobile equipment in areas accessible to pedestrians, the movement of mobile equipment into and out of workshops, and pedestrian and light vehicle movement around mobile equipment;
- Setting of appropriate speed limits for vehicle types, road surfaces and environmental conditions;
- Installation and maintenance of road traffic control signs;
- Right-of-way rules (including overtaking restrictions);
- Overtaking protocols;
- Clear communication protocols for interactions between all vehicles and equipment;
- Procedures for light vehicles and / or mobile equipment entering hazardous or restricted areas;

- Standards for safe following distances based on operational circumstances, environmental conditions and near sight (blind spot) limitations of mobile equipment;
- The minimum safe distance to be maintained between light vehicles and mobile equipment (i.e. 50 metres unless positive contact is made);
- Designated parking areas for mobile equipment and light vehicles, including parking associated with maintenance areas;
- Parking procedures (e.g. Safe parking distances, safe parking locations, requirements for reverse parking, etc.);
- Systems to control approaching, refuelling, parking, boarding and disembarking mobile equipment (a driver or operator must exit the cabin and must disembark the vehicle or equipment entirely when his direct involvement with maintenance or servicing is not required);
- Guidelines for abnormal road conditions (e.g. Heavy rain, fog, or high winds) providing "go / no go" criteria and contact details for the person(s) responsible for making the "go / no go" decisions;
- Truck loading and unloading procedures to avoid material or objects falling from the vehicle;
- Guidelines for wide or abnormal loads including offsite transport; and
- Systems to control mobile equipment use in the vicinity of overhead power lines.

The Traffic management Plan must be reviewed/revised where changes to the works areas require. A risk assessment must be carried out prior to any changes being made to traffic movements or road systems.

Designated walkways (both indoors and outdoors) must be provided for pedestrians, and pedestrians must make use of these walkways. Good lighting must be provided along all walkways, particularly at road junctions. Wherever possible, rigid barricading must be used to separate pedestrians from moving light vehicles and / or mobile equipment.

All personnel must be transported to site and must be dropped off at a designated area. Controls must be in place to ensure the safety of people working on roads, including those working on broken-down vehicles.

High visibility clothing must be worn at all times whilst on the project site. Speed limits and traffic rules must be reviewed regularly and must be rigorously enforced. Local traffic rules must be complied with at all times.

Pedestrians must give way to light vehicles and / or mobile equipment except at pedestrian crossings. All light vehicles and mobile equipment must give way to emergency vehicles. Pedestrians and light vehicle drivers must be made aware of the blind spots associated with mobile equipment.

The driver or operator of a light vehicle or item of mobile equipment must stop the vehicle or equipment and sound the horn before proceeding at blind corners, where his view of the path or intended path is obstructed, and when entering or leaving a building. Whenever a light vehicle or item of mobile equipment is stopped or parked, the handbrake (if applicable) must be applied.

No light vehicle or item of mobile equipment may be left unattended with the engine running or with a key in the ignition. No light vehicle or item of mobile equipment may be parked so as to cause an obstruction to any roadway, passage or access way. No light vehicle or item of mobile equipment may be parked within 50 metres of a loading or off-loading point.

All loads must be secure and must be within the load limit of the vehicle or equipment. A load must be properly secured before the vehicle or equipment is set in motion. Adequate precautions must

be taken for any overhanging load. No unauthorised light vehicle or item of mobile equipment may enter a restricted area or building.

21.1 Light Vehicles

All Contractors must ensure that Light vehicles have the following minimum safety features:

- Fixed seats and suitable seat (safety) belts for all occupants (i.e. Driver and all passengers);
- Roll-over protection for all vehicles intended to be driven on dirt or steep roads;
- Cargo barriers and load restraints for all vehicles designed for carrying loads (other than passengers), or that are unable to have cargo separated from the occupant-carrying space of the vehicle; and
- An air bag on the driver's side, and where available as a manufacturer fitted item, a passenger's air bag;
- A Reverse Alarm.

All Contractors must ensure that Light vehicles that interact with mobile equipment are equipped or fitted with:

- Systems that enable positive communication with the equipment operators (e.g. A two-way radio);
- A high visibility flag (e.g. A whip flag or buggy whip);
- An amber flashing light (revolving or strobe);
- Reflective taping; and
- High visibility signage (i.e. Vehicle call numbers) facilitating easy and positive identification from a reasonable distance.

All Contractors must ensure that Light vehicles carry:

- Emergency roadside triangles or beacons (three of either);
- Chock blocks for preventing uncontrolled movement of the vehicle when parked;
- A flashlight;
- A fire extinguisher (2.5kg DCP);
- A first aid kit; and
- Survival or emergency equipment (e.g. a vehicle recovery kit) suitable for the operating environment.

A change management process must accompany all vehicle modifications, including the attachment of any equipment. Examples of changes or modifications include, but are not limited to, any change or modification:

- Made to the overall structure or design of the vehicle body;
- Made to the original manufacturer-fitted type of tyres or wheels;
- Made to the suspension system of the vehicle;
- Made to the mechanical system of the vehicle;
- That may adversely alter the centre of gravity of the vehicle;
- That alters the load carrying capacity of the vehicle; and
- That may affect the ability of the vehicle to withstand a crash (e.g. the fitment of a "bull bar").

Vehicle selection must be based on a risk assessment where consideration is given to the tasks, the application, the environment, roll-over protection and the rating of sturdiness in the event of a crash.

All Contractors must have a formal inspection and preventative maintenance system in place to ensure that vehicles are maintained in a safe and roadworthy condition at all times and, as a minimum, are serviced in line with the vehicle manufacturer's service schedule.

Should any safety critical feature be defective or damaged, the vehicle must be withdrawn from service until it has been fully repaired. Inspection and maintenance must be undertaken on critical features such as:

- Wheels and tyres (including the spare);
- Steering, suspension and braking systems;
- Seats and seat belts;
- Lights, indicators and reflectors;
- Windscreen and windows, including windscreen wipers and washers;
- The vehicle structure itself; and
- Other safety-related items on the vehicle body, chassis or engine, including instrumentation.

Persons may only be transported in vehicles equipped with manufacturer fitted or approved seats and seat belts. Seat belts must be worn by all occupants of a light vehicle (i.e. the driver and all passengers) at all times.

Only the driver and one passenger are permitted in the cab (front) of a light delivery vehicle. No personnel may be transported in the load-bin of a light delivery vehicle, even if the vehicle is fitted with a canopy. Only tools and equipment may be transported in the load-bin. Furthermore, no persons may be transported in a trailer behind a vehicle.

A pre-operation vehicle safety check and familiarisation system must be in place and must be used by the driver. An approved checklist must be used. All vehicle faults that are recorded must be attended to immediately.

Light vehicle running lights (low-beam headlights) must be switched on at all times when the vehicle is in operation.

All Contractors must have a system in place to ensure that drivers receive adequate training to ensure that the vehicle intended to be operated or driven can be operated or driven safely. As a minimum, training must include:

- Behaviour-based defensive driving principles;
- Vehicle familiarisation, taking into account the handling dynamics of the vehicle, maximum number of passengers, load limits and various features;
- Loading and restraining principles where the vehicle to be operated is designed for carrying cargo loads;
- Education and awareness concerning driving and travel risks that may be encountered within the environment where the vehicle may be operated or driven, and the requirements pertaining to traffic rules and speed limits;
- Securing (locking) equipment to prevent unauthorised use;
- Emergency crash and breakdown procedures; and
- Basic mechanical principles, including how to change a tyre and perform an adequate pre-operation check.

21.2 Mobile Equipment

All Contractors must ensure that Mobile equipment have the following minimum safety specifications:

- Fixed seats and seat belts for all occupants;

- Adequate lighting, including headlights, tail, turn and brake lights, and an amber flashing light (revolving or strobe);
- An identified isolation and lockout point;
- Adequate walkways, railings, steps and grab handle combinations, and boarding facilities including an alternative path of disembarking in the event of an emergency;
- Collision-avoidance technology and / or procedures;
- A reversing alarm or warning device;
- Chock blocks for preventing uncontrolled movement of rubber-tyred equipment when parked;
- A horn;
- Effective windscreen wipers;
- Effective guarding on accessible moving parts;
- A speedometer (if the mobile equipment is capable of exceeding the lowest applicable speed limit);
- High visibility signage (i.e. Mobile equipment call numbers) facilitating easy and positive identification from a reasonable distance; and
- A security system to prevent unauthorised operation.

Mobile equipment must have the following minimum safety specifications, unless a risk assessment stipulates otherwise:

- Approved or certified roll-over protection;
- Fail-to-safe brakes;
- A fire detection and suppression system capable of being activated from both ground level and cabin level (for certain types of mobile equipment, a suitably sized fire extinguisher may be adequate);
- A non-handheld two-way radio or another form of communication;
- Falling object protection (a protective structure over the operator cabin);
- An enclosed and tight-sealing air-conditioned cabin with suitable protective glass; and
- A means of moving supplies and personal items into and out of the operator cabin that enables an operator to continuously maintain three points of contact while boarding and disembarking the equipment (e.g. A backpack or shoulder strap bag).

When purchasing or hiring equipment, the ergonomics of the cabin must be considered, specifically with regard to the seating, operator controls and retrofitted devices.

Fleet and control consistency must be considered in order to minimise the possibility of operator error when changing machines.

For all new (to site) and modified mobile equipment, a formal risk-based selection and acceptance process must be followed prior to the equipment being used on site. Selection of equipment, and any modification, must be subject to a rigorous change management process.

An inspection and maintenance programme must be in place for all mobile equipment. The pre-operation inspection must include a brake functionality test. Registers must be maintained and audited, and must be kept on the machine.

Procedures must be in place to ensure that mobile equipment is only operated on sufficiently stable surfaces and on gradients that are within the limits of safe operation.

Seat belts must be used in all cases, by all occupants. Apart from the driver or operator, only an appointed flagman may be transported in mobile equipment (with the exception of buses) and **only if** the equipment is fitted with a passenger seat. No passengers are permitted on a lift and

carry crane (or mobi-lift), mobile crane, forklift, mobile elevating work platform (e.g. A cherry picker), tractor, dozer, dump truck, grader, excavator, loader, back-actor, drill rig, or similar.

Risk assessments must be carried out as part of the planning process for mobile equipment operations and associated activities, and must consider the following:

- Maintenance activities;
- Risks associated with loading, unloading, towing and recovering mobile equipment; and
- The risk of fire.

Procedures must be in place for the safe isolation and lockout of mobile equipment.

Where two or more items of mobile equipment must be operated in proximity to each other, or where an item of mobile equipment must be operated in proximity to persons on foot, a risk assessment involving all persons who will be working in the area must be conducted prior to the work commencing. The risk assessment must be approved by the nominated project management representative. In such a work area:

- No item of mobile equipment may be driven to within 5 metres of another item of mobile equipment without the operator first making eye contact with, and signalling his intentions to, the other operator who must acknowledge that he understands and that it is safe to proceed.
- No person on foot may work or be positioned within 5 metres of an item of mobile equipment that is in operation. Before approaching mobile equipment on foot, a person must make eye contact with, and clearly signal his intentions to, the operator of the equipment. The operator must cease to operate the equipment, and must indicate that he understands and that it is safe to approach.

In certain circumstances (determined through risk assessment), mobile equipment may only move and operate with dedicated flagmen in place:

- Where flagmen are used, it must be ensured that the flagmen, mobile equipment operators, and all other personnel working in the vicinity of the mobile equipment, receive suitable training with regard to signals and signalling to ensure effective communication. The training must be formal and recorded, and competency must be tested.
- A flagman and the mobile equipment operator that he is directing must maintain eye contact. The flagman must never position himself where the equipment operator cannot see him.
- Should a mobile equipment operator lose sight of his flagman, he must stop his activities immediately until contact has been re-established.

A tyre management system must be in place to address issues including fire, heating, explosion, electrical contact, separations, maintenance, tyre changes, etc.

Operators must report conditions and practices that do not conform to procedure.

21.3 Training and Licensing

No person may drive a light vehicle or operate an item of mobile equipment unless he has been trained, tested and found competent, or is currently licensed to drive or operate that specific vehicle or item of equipment. The training must address hazards and risks assessed for that specific vehicle; and the tasks for which it is to be used.

No person may be appointed to drive a light vehicle or operate an item of mobile equipment unless he is in possession of a valid medical certificate of fitness (issued by an occupational medical practitioner).

Each person required to drive a light vehicle or operate an item of mobile equipment on the project site must have a project-specific site licence or appointment to drive or operate that vehicle or item of equipment.

The Contractor must ensure that Licenses and Operators' competency certificates are valid for the duration of their activities on site. No training of drivers or operators may be carried out on site unless authorised by a nominated project management representative.

21.4 Tyre and Rim Safety

These requirements apply to tyres and rims with a rim diameter of 60cm (24 inches) or greater. Safe Work Procedures must be in place for all tyre maintenance and servicing activities and for tyre fire emergency response.

In the event of a tyre fire, an exclusion zone of 300 metres must be established and may only be accessed by emergency services personnel who are shielded while fighting the fire.

Restricted Work Zones must be established for tyre installation, removal and handling processes. All tyre and rim handling equipment must have fall back prevention in place prior to anyone entering the Restricted Work Zone.

No hot work (e.g. Welding or cutting) may be carried out on a rim (wheel) while the rim is fitted with a tyre – whether inflated or deflated. A periodic testing and / or inspection regime must be in place for tyres, rims (wheels), and assemblies.

All tyres and rims (wheels) must be made unserviceable when deemed unfit for service or before being sent off site for disposal. A tracking system must be in place to track the lifecycle of tyres and rims (wheels).

22. Access Road to Project Site

The contractor shall ensure that trained flagman are placed at strategic positions that may be identified along the access roads where high risk activities are being undertaken and/or at points of traffic interface.

The project access roads may not be closed without permission from a nominated project management representative.

23. Signs and Notices

The contractor must ensure that all required safety signs and notices are prominently displayed in accordance with the applicable legislation and good safety practice. Signs and notices must be in English as well as any other language(s) commonly spoken on the project site.

All symbolic signs must comply with the applicable national standards. No person may deface or damage any safety sign or notice. No person may remove or alter any safety sign or notice unless authorised to do so.

24. Machinery

The contractor must ensure that all plant and equipment brought onto the site is:

- Appropriate for the type of work to be performed.
- Approved, inspected, tested, numbered and tagged (if appropriate) before being brought onto site.
- Properly maintained in accordance with the manufacturer's recommendations; and

- Placed on a register and checked at least once per month or as required by the applicable legislation.

Items of plant or equipment brought onto site by the contractor or his sub-contractors may be inspected by a nominated project management representative. Should the nominated project management representative determine that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the contractor must, on instruction from the nominated project management representative, immediately remove the item from the site and replace it with a safe and adequate substitute.

25. Barricading

All applicable legislation concerning barricading must be complied with at all times.

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

Barricading must be erected to:

- Prevent persons from making contact with an identified hazard;
- Provide warning of the existence of a hazard;
- Prevent unauthorised access (by people, vehicles and mobile equipment) into an area where a hazard exists or where a hazardous activity is being carried out;
- Define the boundaries of a hazardous location and / or restricted area; and
- Allow a work team to perform hazardous tasks without persons unfamiliar with the hazard(s) accessing the area.

Although not limited to these situations, barricading must be erected or installed:

- Around excavations (trenches, pits, etc.);
- To protect openings and edges (to prevent persons from falling, all openings and edges associated with floors, stairs, and the open sides of buildings and structures during the course of construction must be protected by sturdy, rigid barriers capable of withstanding a force of at least 110 kilograms applied in any direction at any point);
- To prevent access into areas where overhead work is in progress;
- To route vehicles safely through (or around) construction areas; and
- To protect members of the public who may be in the vicinity of a work or construction site (by preventing access).

In all cases, the erection of barricading must be a temporary measure. It must only remain in place until the hazard is eliminated or the potentially dangerous situation is rectified.

A barricade must present a sturdy physical barrier to entering an area. Therefore, plastic cones, post and chain systems, "danger tape" and "snow netting" will not be accepted as barricading and may only be used for the purposes of low risk demarcation.

For example, snow netting may be used for the demarcation of lay down areas.

Acceptable forms of barricading include:

- Hoarding panels (no less than one metre in height) that can be securely fastened together to form a fence line may be used. Hoarding panels may be constructed from a variety of materials (e.g. wooden board, steel sheeting, wire mesh on a steel frame, etc.)
- Wire mesh fencing (no less than one metre in height with sturdy posts spaced at intervals of no more than 3 metres) may be used in certain circumstances, e.g. Around excavations.
- Sturdy, rigid, and securely fixed (i.e. bolted, welded, clamped, etc.) metal guard rails may be used, particularly for protecting openings, holes and edges associated with floors, platforms,

walkways, etc. The top rail must be positioned at a height of one metre above the working surface, and a mid-rail must be provided.

- Concrete Jersey barriers must be used for the routing of traffic and when work is being conducted in or alongside a roadway.

Regardless of the type of barricade used, the following requirements must be met:

- The installation, alteration and removal of barricades must be supervised by a competent person;
- The barricading must be uniformly and intelligently configured;
- The barricading must be stable, conspicuous and effective;
- The barricading must completely surround the work or hazardous area;
- General access requirements around the work or hazardous area (such as pedestrian walkways, operational access, or general thoroughfares) must be taken into consideration when erecting a barricade;
- The extent of the area that is barricaded must be kept to a minimum so as not to unnecessarily restrict access to other areas. If access routes to other areas are blocked by the barricade, alternative routes must be identified and signposted.
- All barricaded areas must have properly designated points of entry and exit for persons and / or vehicles. Each pedestrian access point must be fitted with a self-closing gate. A sign indicating, "DESIGNATED ACCESS POINT – AUTHORISED PERSONNEL ONLY", must be fitted to each gate;
- Additional signage providing warning of specific hazards (e.g. falling objects, electricity, etc.) Including, "NO UNAUTHORISED ENTRY", must be attached to all gates and, where required, to the barricading itself. The signage must be visible from all angles and must be large enough to be read from a distance of 10 metres;
- Barricading must be clearly visible at all times (day and night). If necessary, flashing warning lights must be used;
- Tags must be attached to the barricading displaying the name and cell phone number of the person responsible for the barricade, and specifying the reason for the barricading and the date on which it is scheduled to be removed;
- Should a person require access to a barricaded area, authorisation must be obtained from the person responsible for the erection of the barricade. The hazards that are present and the Personal Protective Equipment that must be worn within the barricaded area must be communicated to the person seeking access;
- Each barricade must be listed in a register, and each must be inspected daily to ensure that it is still intact and that its positioning is still effective;
- All barricades must be properly maintained and repaired as required;
- When the work has been completed and the hazard has been eliminated, all barricading must be removed without delay. A barricade may not be left in place if no hazard exists;
- Before a barricade is removed (allowing general access), the area must be inspected by the person responsible for the work that was carried out, to ensure that the area is once again safe. If applicable, the person accepting the area back for general use shall do so on completion of his own safety inspection;
- Authorisation to remove (or modify) a barricade may only be granted by the person responsible for the erection of the barricade.

26. Excavations

Excavation work or activities which are required as part of the scope shall be undertaken in accordance with the requirements of this Specification as well as all applicable legislation concerning excavation work.

The contractor will be required to develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard. All excavation work must be properly planned. Site-specific conditions and hazards must be considered, including traffic, overhead and buried utilities, proximity to nearby structures, soil properties, presence of surface and / or ground water, position of the water table, and weather conditions.

Excavation work may only be carried out under the personal supervision of a competent Excavation Supervisor who has been appointed in writing.

Before any excavation work is carried out, a Permit to Work authorising the activities will be issued. Similarly, no person may enter an excavation unless a Permit to Work has been issued providing authorisation for specific tasks to be carried out within the excavation.

Before issuing a Permit to Work for excavation works, the Authorised Person (i.e. Permit issuer) must verify that:

- A detailed Risk Assessment has been conducted for the work to be performed;
- A Safe Work Procedure is in place; and
- No buried services are present in the area where the excavation works are to be carried out.

As a minimum, the Risk Assessment must consider hazards and risks associated with:

- A person being trapped or buried as a result of an excavation collapsing;
- A person being struck by an object falling into an excavation;
- A person falling into an excavation;
- A person being exposed to a hazardous atmosphere within an excavation (i.e. An oxygen deficiency, explosive or flammable gases, and / or harmful concentrations of a contaminant);
- Contact with belowground services; and
- Mobile equipment and / or light vehicle movement in proximity to an excavation.

If buried services are identified (or are suspected to be present) then the safe work procedure must be altered if necessary to avoid these services. Machinery may not be used to excavate material lying within one metre of any belowground service (i.e. Cable or pipe).

Excavation work that is carried out must be limited to what is described in the Permit to Work. All controls, precautions and restrictions identified in the Permit to Work (and Risk Assessment) must be strictly observed and fully implemented. The Excavation Supervisor must discuss these controls, precautions and restrictions with all persons who will be carrying out the work. All excavation work must be carried out by persons who have been trained and are competent to perform the work.

All material removed from an excavation (spoil) must be placed no closer than three times the depth of the excavation away from the edges of the excavation. The profile of this spoil must be flattened out to prevent the material from being washed back into the excavation by rain water. Scaling must be carried out on the sides of all excavations to remove loose material.

Tools, equipment and materials may not be placed within two metres of the edges of an excavation. Alternatively, a suitable retaining device may be used to prevent tools, equipment and materials from falling, rolling or sliding into an excavation.

To prevent persons and / or mobile equipment from accidentally falling into an excavation and to prevent unauthorised entry into an excavation, rigid barricading must be erected around every excavation that is deeper than 500mm. Warning signage must be prominently displayed and, if necessary, flashing warning lights must be used at night.

The barricading must remain in place for as long as the hazard (i.e. the excavation) exists. Sections of barricading around an excavation may only be removed (and then only temporarily) to enable excavation work to continue.

If equipment is used to prevent water from entering an excavation or to prevent water accumulation within an excavation, then the equipment must be monitored by a competent person to ensure that it remains operational and effective.

A high standard of housekeeping must be maintained in and around all excavations. Tools that are not in use, and materials that are no longer required, must be removed from an excavation to prevent these items from causing injury or being lost (buried). A register of all excavations must be compiled and maintained.

An excavation must be inspected for collapses, signs of instability, failures or signs of overloading of protective systems and equipment, hazardous atmospheres, water accumulation, and any other hazardous condition that may arise.

If a hazardous condition is identified, no person may enter the excavation until suitable corrective actions have been taken and / or suitable controls have been put in place to either eliminate the hazard or reduce the risks to acceptable levels. If a hazardous condition is identified while work is being carried out in an excavation, then all persons in the excavation must be evacuated to safety without delay.

A record of each inspection (including date, time, findings, and signature of the Excavation Supervisor who carried out the inspection) must be captured in the excavations register. Each inspection record must include a declaration as to whether the excavation is safe to work in or not. All excavations must be monitored closely throughout each work day (or shift) by the Excavation Supervisor.

Excavations must be backfilled as soon as possible, and the material used (usually the original material) must be properly compacted.

27. Working along/near/adjacent River

All applicable legislation concerning working along, near and/or adjacent to a river/water must be complied with at all times. Each contractor carrying out work along, near and/or adjacent the river/water must develop, document and implement Safe Work Procedures that are aligned with the requirements of this specification as well as any applicable legislation, standards and codes. A task specific risk assessment for the relevant work to be carried out along, near and/or adjacent to the river/water should be conducted before any such work commences and submitted to the TRANSNET Project Manager or Representative for approval before any work can commence. The Risk assessment should be reviewed periodically. All potential hazards involved in the work to be carried out along, near and/or adjacent to the river/water e.g. drowning, plant/equipment falling into water should be identified and mitigated.

Contractors Health and Safety Plan for such work should include, but not be limited to:

- Methodology for carrying out such work;
- Formulation of method statements/safe work procedures;
- Emergency preparedness e.g. contingency plans, rescue plans, evacuation plans.

Lifting equipment/mobile plant should be kept a safe distance from dangerous locations e.g. openings, edges close to the water. Lifting equipment/mobile plant carrying out work along, near and/or adjacent to the river/water should be fixed and securely anchored. The operating zone should be clearly demarcated. No lifting equipment/mobile plant should be allowed to operate beyond its safe working load. The suitability of the ground on which the lifting equipment/mobile plant will be stationed should be identified before work commences with these activities.

28. Cranes and Lifting Equipment

All applicable legislation concerning cranes and lifting equipment must be complied with at all times. Each contractor carrying out lifting operations on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this Specification.

28.1 Design, Manufacturing and Safety Features

Before any crane or hoist is operated on the project premises (i.e. New to site), it must be formally accepted (authorised) by the nominated project management representative. The acceptance process must be based on an inspection and risk assessment, and must take the crane's or hoist's safety features and cabin ergonomics (if applicable) into account. The same process must be followed before any crane or hoist is returned to service following any modification or repair.

Note: An Equipment Profile (dossier) must be compiled for each crane.

As a minimum, the design and manufacturing of each crane or hoist used on the project premises must comply with the requirements of the relevant ISO standard. The Safe Working Load (SWL) must be clearly indicated on each crane, hoist, and item of lifting equipment.

If the safe working load (rated capacity) of a crane varies with the conditions of use (i.e. varies with the angle of the boom and the boom length) then the manufacturer's load chart(s) indicating the crane's rated capacity at various boom lengths and angles must be available in the crane cabin. If the crane has a single load chart, it must be displayed in a position visible to the crane operator. If the crane has numerous load charts, they must be easily accessible to the operator.

For each crane or hoist, the manufacturer's operating manual must be available to the operator. The load chart(s) and operating manual for a crane or hoist must be in a language understood by the operator.

All lifting hooks must be fitted with a safety latch to prevent the load from accidentally detaching. Each crane or hoist must be fitted with a load cell (with the mass of the load displayed in the visual range of the operator) and a load limiting device to prevent the crane or hoist from being operated outside of its safe working limits.

Where practicable, each crane must be equipped with an upper hoist limit switch (or anti two-block device) to prevent the hook block from colliding with the drum, and a lower hoist limit switch to prevent the rope on the drum from unwinding completely. These systems must provide both a visual and an audible alarm to the operator.

Under no circumstances may any limit switch or warning device be bypassed, disconnected, or adjusted in order to lift a load higher (or to lower a load lower) than the respective switches allow. Limit switches MAY NOT be adjusted to stop the hoist at a particular height under normal operating conditions – these are safety devices, and as such, should not be used as operating tools.

Under no circumstances may a load limiting device be bypassed or disconnected in order to lift a load that exceeds the rated capacity of the crane. Load limiting devices MAY NOT be used to “measure” or “test” the mass of a load.

For a vehicle-mounted crane, the operator control station must be located in a position protected from swinging loads and from the crane jib.

A fall protection system must be provided for the assembly, dismantling, operation, maintenance and inspection of any crane where falling from height is identified as a hazard.

Each crane should be fitted with a stability monitoring device to prevent it from toppling over.

Only items of lifting equipment (tackle) that have been designed and manufactured with adequate factors of safety may be used on site. The following minimum factors of safety (with respect to the Safe Working Load) must be met:

- Ten (10) for natural-fibre ropes;
- Six (6) for synthetic-fibre ropes or woven webbing;
- Six (6) for steel-wire ropes;
- Five (5) for steel chains; and
- Four (4) for high-tensile or alloy steel chains.

28.2 Planning and Risk Assessment

For each critical lift that must be carried out on site, a documented and detailed lift plan and risk assessment must be prepared to address all associated hazards.

Only suitably qualified, competent and experienced persons (lift planners) may evaluate critical lifts and prepare lift plans.

The lifting supervisor, crane operators, riggers and spotters responsible for carrying out a critical lift must have input into the lift plan and risk assessment and must be consulted before these documents are finalised.

All lift planners, lifting supervisors, crane operators, riggers and spotters (safety observers) must be appointed in writing. No critical lift may commence until the lift plan and risk assessment have been authorised by the nominated project management representative and a Permit to Work has been issued.

Critical lifts include, but not limited to:

- All multiple (including dual) crane lifts;
- Lifts where the operational arcs of two or more cranes can overlap;
- Lifts over operating facilities where this may endanger personnel;
- Lifts over or adjacent to power lines;
- Any lift carried out in close proximity to equipment or a vessel containing a flammable or toxic substance;
- Lifts where the centre of gravity of the load could change;
- Any lift where the total weight on the hook exceeds 20 tonnes;
- Lifts near the rated capacity of the crane (i.e. Exceeding 85% of the rated capacity at the working radius);
- Any lift when the wind speed (including gusting) exceeds 30 kilometres per hour;
- Lifts involving a man basket (safety cage);
- Lifts to and from water;

- Lifts requiring specialised equipment or involving complicated lifting or rigging configurations;
- Lifts requiring non-standard rigging or slinging techniques;
- Lifts involving the simultaneous use of more than one hoist on the same crane; and
- Any other lift deemed to be critical by the nominated project management representative, or assessed as critical during a risk assessment.

The lift plan for a critical lift must include as a minimum:

- General Information – crane manufacturer, crane model, items to be lifted, and reason for lift;
- Lift Data – load weight, lifting block and hook weight, hoist rope weight, rigging weight, total weight, height of lift, radius of lift, surface area of load, and centre of gravity of load;
- Rigging Data – sling material (chain, wire rope, or synthetic), sling diameter, sling length, sling configuration, sling capacity, hook type, shackle size and capacity;
- Lift Computation – boom length, jib length, radius of lift, crane capacity as configured, size of outrigger footplates, and wind speed;
- Proximity to Power Lines and Process Areas – mobile cranes working in proximity to energised power lines must operate under a Permit to Work, which must define exclusion zones and spotter duties;
- Local Hazards and Controls – including the route for the crane, ground stability, proximity of people or equipment, and agreed communication method; and
- Diagrams (sketches) – a rigging diagram, and a crane set-up diagram illustrating the positioning of the crane(s) in relation to surrounding structures and the initial and final positions of the load (including crane boom movement).

Lifts that are not subject to detailed lift plans (i.e. Lifts that are not considered critical) must nevertheless be subject to a risk assessment, and be properly planned and executed.

The use of a crane-suspended man basket (safety cage) may only be considered when all other avenues to safely perform the work (e.g. Scaffolding, mobile elevating work platform, etc.) have been exhausted.

Cranes used to lift or suspend personnel must be approved as suitable for this purpose. If a crane must be operated in proximity to energised overhead power lines (or any other exposed electrical conductors) then minimum clearance distances (specified by the electrical power utility or the nominated project management representative) must be observed. Whenever possible, power lines must be de-energised and isolated while lifting operations are carried out.

28.3 Operation

At the start of every day or shift, the operator of a crane or hoist must carry out a pre-operation safety check using a prescribed checklist.

As a minimum, the pre-operation safety check must include:

- A thorough visual inspection of all wire ropes, chains, hooks and safety latches, hook blocks, sheaves, hydraulic hoses, electrical cables, and the general condition of the crane or hoist;
- Checks to confirm the serviceability of the operating controls;
- Tests to confirm the correct operation of all limit switches, emergency shutdowns, load indicators, alarms and other safety devices; and
- A thorough visual inspection of all lifting equipment (tackle) to be used.

The operator must:

- Check for any loose or missing parts;
- Make sure that the wire rope (or chain) of the hoist is properly seated in its drum and sheave grooves without any slack or overlapping;

- Operate each control to make sure it functions properly, releases immediately, and does not stick. Each control must be labelled to indicate its function;
- Listen for any unusual mechanical noises and look for any jerky movements while operating the crane and / or hoist several feet in each direction that it travels;
- Check the functionality of the upper and lower hoist limit switches (if applicable) by slowly raising and then lowering the block to trip the respective switches;
- Check all hooks. Hooks must not be cracked, stretched, bent or twisted. Each hook must have a safety latch that automatically closes the throat of the hook. If the latch is bent, has a broken spring, or is otherwise damaged, it must be repaired before use. Hooks must rotate freely in the block assembly without any "grinding" felt or heard;
- Check the wire rope by lowering the block to its lowest level and looking for the following signs of damage:
 - Reduced rope diameter. This may indicate that the rope has been stretched, has lost its inner core support, or has worn outside wires;
 - Broken wire strands (any number);
 - Kinked, crushed, cut, or "bird caged" wiring, or wiring with heat damage.
- Check all chains for damage including wear at contact points, cracks, or distorted links (bent, twisted or stretched). All mechanical coupling links must be inspected to ensure that the linking pins are secure and in good condition. The capacity rating of each chain must be adequate for the load and the attachment method;
- Check the condition and capacity of wire rope and synthetic web slings. Capacity ratings must be legible on the manufacturer's label. The capacity of the sling being used must be adequate for the load and the attachment method. A sling must be replaced immediately if it is excessively worn.

The operator must report any fault, defect or damage to his supervisor immediately. A crane or hoist must not be operated if any safety device is out of order or defective, or if any rope, chain, hook or other component is worn or damaged.

Completed checklists must be made available (on request) for inspection by the nominated project management representative. Wherever possible, these checklists must be kept with the crane or hoist.

All lifting operations must be supervised by suitably qualified, competent and experienced supervisors.

An effective method of communication between the crane operator and those assisting with the lift must be in place. This must be documented and approved by the nominated project management representative.

Documented Safe Work Procedures must be in place to ensure the following:

- Access into an area where lifting operations are being carried out must be restricted. Such an area (i.e. where there is a risk of a load falling and striking a person) must be barricaded and only authorised persons may enter (i.e. those directly involved with the lifting operations). Warning signage must be conspicuously displayed;
- Where a load is being moved from one location to another (i.e. The lifting operations are not being carried out in a discrete area that can be barricaded), measures must be taken to ensure that all persons in the path of the suspended load are made aware of the approaching hazard and that they move, and remain, well clear of it. All persons potentially affected must be given warning before the load is lifted;
- A lift must be directed and controlled by a single person (a suitably qualified, competent and experienced rigger);

- Dedicated spotters must be in place during lifting operations to observe and provide warning (if necessary) to prevent incidents and ensure that safety protocols are adhered to;
- Before commencing with a lift, it must be verified that the load being lifted is both within the rated capacity of the crane (or hoist) and lifting equipment and within the limits set out in the lift plan and / or risk assessment. The rated load capacities of the crane, hoist, rope, chains, slings or other components may never be exceeded;
- Only certified lifting equipment (tackle) may be used to lift a load;
- No equipment (tackle) that has been used for towing may be used for lifting operations;
- Only an approved material box (skip box) may be used for lifting loose items or materials;
- Before commencing with a lift, it must be verified that no safety devices (including load limiting devices) have been bypassed, overridden or disconnected;
- To prevent the load from swinging as it is lifted, the hoist must be centred over the load (when using slings or chains) or positioned directly above the lifting point of the load;
- Hoisting ropes must be kept vertical. No side loading of a crane boom is permitted (i.e. A crane may not be used to make a side pull);
- Two full wraps of rope must remain on the hoisting drum at all times. If a lower hoist limit switch has been fitted, and it is working correctly, it should not be possible to lower the block below the point where less than two full wraps of rope are on the drum;
- Before commencing with a lift, it must be verified that all rigging connections are correct and secure. Slings, chains, or other lifting devices must be fully and securely seated in the saddle of the hook;
- Slack must be removed from the slings, chains and / or hoisting ropes before lifting the load. It must be ensured that multiple lines are not twisted around each other and that the hoist rope is not wrapped around the load;
- To ensure that the load is properly secured and balanced, it must initially only be lifted a few centimetres. Slings must be repositioned if required;
- Before moving a suspended load, it must be lifted high enough to clear all obstructions. The load must only be lifted to the height necessary to clear obstructions, and no higher;
- Directional movement must be made smoothly and deliberately (there must be no sudden acceleration or deceleration of the moving load). Abrupt, jerky movements of the load in any direction must be avoided;
- Tag lines must be used in situations where a load needs to be steadied or guided while suspended;
- When using tag lines to steady or guide a suspended load that is being moved using a mobile crane, personnel on foot must remain in sight of and in communication with the crane operator at all times, must never walk between the crane and the load, and must remain clear of the load and the crane at all times (at least 5 metres). The load must be moved at a slow walking speed;
- A suspended load must be monitored closely at all times;
- If a crane operator's view of a suspended load is unavoidably obscured (completely or partially), or if a suspended load is unavoidably obscuring (completely or partially) a crane operator's view, then suitably positioned spotters must be in place to provide guidance to the crane operator;
- A load MAY NOT be moved over, or be suspended above, any person or any occupied building. No person may walk beneath, or position himself below, a suspended load;
- No person may pass or work beneath the boom of a crane;
- No person may be positioned between a suspended load and a solid object where there is a risk of being crushed should the load swing;
- No person may be positioned within the radius of the boom of a crane unless directly involved with the lift;
- Under no circumstances may any person ride on a crane's hook or on a load;

- No load may be left suspended unless the operator is at the controls and is monitoring the load. In such a situation, the load must be kept as close as possible to the ground or floor to minimise the possibility of injury should the load drop;
- The controls of a crane or hoist may never be left unattended while a load is suspended. If it becomes necessary to leave the controls, the operator must lower the load to the ground or floor;
- With the exception of pick-up and carry operations, no lifting may be carried out using a mobile crane unless the outriggers have been deployed and are locked in position;
- Load spreaders or packing under the outriggers must be used irrespective of the underfoot conditions;
- Before a mobile crane is moved into position to carry out a lift, the area must be inspected by a suitably qualified person who must verify that the underfoot conditions are satisfactory;
- When using a mobile crane, slewing to test the effectiveness of the outriggers must be carried out prior to commencing with a lift;
- Slew pins must be securely in place while a mobile crane is travelling;
- Unauthorised use of a crane or hoist must be prevented by removing the keys, locking the cabin, isolating the controls, etc. When lifting operations have been completed;
- When not in use, lifting equipment must be stored off the ground and must be protected from the elements (rain, harsh sunlight, etc.) And contamination (dust, solvents and other chemicals) in order to prevent damage and / or deterioration.

A crane or hoist or an item of lifting equipment may only be used for the purposes for which it was designed.

28.4 Inspection, Testing and Maintenance

Any crane or hoist brought onto the project premises must have a current test certificate and record of inspection as well as a suitable checklist (derived from the crane or hoist manufacturer's inspection recommendations) for use by the operator(s) when carrying out pre-operation safety checks.

An Equipment Profile (dossier) must be compiled for each crane. A register of all cranes, hoists and lifting equipment (tackle) brought onto the project premises must be compiled and maintained.

Each crane, hoist and item of lifting equipment must have a unique identification code or number, which must be referenced in the register.

For each crane, hoist and item of lifting equipment, the following documentation must be kept on site and must be made available (on request) to the nominated project management representative for inspection:

- Test records and certificates;
- Inspection records;
- Maintenance records; and
- Details of any modifications or repairs made.

All cranes, hoists and lifting equipment must be inspected, tested and confirmed fit for purpose (i.e. Safe for use):

- Before being operated or put into service;
- Before being returned to service following any repair or modification; and
- Periodically as follows (unless local regulations require examination more frequently):
 - Each crane or hoist (including all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices that form an integral part of the crane or hoist) must be thoroughly examined by a competent, experienced and appointed person every 6 months;

- Each crane or hoist must be subjected to an annual performance test (i.e. A load test) by a competent, experienced and appointed person; and
- All lifting equipment (tackle) must be thoroughly inspected by a competent, experienced and appointed person every 3 months.
- The system of inspection and testing must provide verification that each crane or hoist is able to function to its design specifications, and must verify the integrity of:
 - Mechanical and electrical components;
 - Controls;
 - Cables and all lifting attachments;
 - Structural components including boom, hoist, brakes, wheels, hooks, baskets, out-riggers, hook-blocks and rails; and
 - Load limiting devices, hoist limit switches, alarms or warning devices, and other safety devices and control systems (including independent fail-safe braking systems, devices to stop the crane or hoist such as a dead man's switch, and emergency shut-off switches).

A preventative maintenance system must be in place to ensure that all cranes and hoists are maintained in a safe and serviceable condition.

For any crane or hoist, all inspections, testing, maintenance and repairs must, as a minimum, be carried out in compliance with the requirements and specifications of the manufacturer as well as all applicable regulatory requirements (in terms of both the frequency of inspection, testing and maintenance, and the physical condition of the crane or hoist).

Repairs to a crane or hoist may only be carried out by competent persons. After repairs have been made, the crane or hoist must be tested and recertified fit for purpose (unless the repairs did not affect the integrity of the lifting mechanism).

Any modification to a crane or hoist must be subject to the approval of the original equipment manufacturer and a rigorous change management process. Each item of lifting equipment (tackle) must be tagged following each quarterly (3-monthly) inspection. Details of these inspections must be recorded in the lifting equipment register which must be made available to the nominated project management representative on request.

The following colour coding system must be used for the tagging of all lifting equipment:

Table 27-1 colour coding system for lifting equipment

Quarter	Tag colour
January – march	Blue
April – June	Red
July – September	Green
October – December	Yellow

The tag placed on an item of lifting equipment must be traceable to an entry in the lifting equipment register where the following information concerning the inspection of that item of equipment must be recorded:

- Item description;
- Unique item identification code or number;
- Item owner;
- Item location;
- Date of inspection;
- Name and signature of competent person who carried out the inspection; and

- Any comments concerning the inspection.

Any item of lifting equipment that is found to be damaged or defective must be removed from service (and tagged, "out of service") immediately and must then either be repaired and recertified (if possible) or destroyed to prevent further use. Similarly, any lifting equipment that is known (or is suspected) to have been overloaded must be removed from service immediately and destroyed to prevent further use.

If an item of lifting equipment is removed from service or destroyed (scrapped), this must be indicated in the lifting equipment register. Any item of lifting equipment without a tag or with an out-of-date inspection may not be used.

28.5 Training and Competency

Only suitably trained, competent and experienced persons who have been authorised in writing by the contractor's project manager are permitted to:

- Evaluate and plan critical lifts;
- Supervise lifting operations;
- Operate cranes and hoists;
- Use lifting equipment, and rig (sling) loads;
- Provide signals for controlling lifts; and
- Inspect, maintain or test cranes, hoists and lifting equipment.

Each operator must meet the competency requirements for the particular class or type of crane or hoist to be operated. Depending on the project location and applicable legislation, operators may need to hold a certificate of competency issued by a recognised training institution.

29. Working at Heights

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

29.1 Risk Assessment and Permitting

The following documentation is required for any work where fall protection is required (i.e. where a risk of falling exists):

- A Fall Protection (and Rescue) Plan;
- A Risk Assessment for the task to be performed;
- A Safe Work Procedure for the task to be performed; and
- A Permit to Work.

As part of the Risk Assessment and planning processes, the following must be considered, but not limited to:

- Hazards relating to accessing the location at height;
- The nature of the work location;
- The nature of the work activities to be undertaken at height;
- Environmental and weather conditions;
- The presence of nearby persons who may be at risk due to falling objects (potentially) or who's activities may be affected by the work being performed at height;
- The selection of fall protection equipment (considering fall clearances) and / or access equipment;
- The selection of anchorage points;
- The load ratings of access platforms, work areas, anchorage points, etc.;

- The condition of supporting structures such as roofs;
- The need for the work to be carried out by multiple persons and the means of communication;
- A rescue plan that addresses retrieval or rescue contingencies;
- Working above open furnaces or molten metal;
- Exposure to heat sources;
- The use of a mobile elevating work platform, man basket, suspended scaffold or boatswain's chair; and
- Any other conditions that may affect the safe execution of the task.

30. Falling Objects

In the process of planning work activities, the risks associated with falling objects (i.e. materials, tools or equipment) must be assessed and appropriate control measures must be identified, implemented, and monitored taking the following hierarchy of controls into consideration:

- Preventing objects from falling – by using containment sheeting, toe boards, lanyards to secure tools (to a person or to the structure), ropes or chains to secure equipment (to the structure), lift boxes, brick cages, etc. and by properly securing loads when lifted by crane or hoist;
- Protecting people from falling objects – by establishing barricaded exclusion zones, installing catch platforms or catch nets, displaying warning signage, and posting safety watchers and / or traffic controllers; and
- Personal Protective Equipment (particularly safety helmets and safety boots) – protective equipment is a last line of defence and must be worn.

Where overhead work is being carried out, barricading must be erected around the work area (at the level at which the work is taking place and at every level below including ground level) to prevent persons from entering such an area and potentially being struck by falling objects. Wherever hazards related to falling objects exist, appropriate warning signage (i.e. "Overhead Work In Progress" and "No Unauthorised Access") must be prominently displayed.

No items are permitted to lie loose in elevated positions (e.g. nuts and bolts must be securely stored) and good housekeeping standards must be maintained at all times. No tools, equipment, material, debris, waste, etc. may be dropped from height. Objects must be lowered or chuted to ground level in a safe and controlled manner.

30.1 Safe Access

Safe and convenient access must be provided to every scaffold platform by means of properly installed ladders or approved stairways, which must remain unobstructed at all times. Climbing up or down a scaffold on the braces or ledgers is forbidden.

All ladders used to access scaffolding must be securely attached to the scaffold structure. Hook-on and attachable ladders must be specifically designed for use with the type of scaffolding being used.

If a ladder is used to access a scaffold platform at a height greater than 1.5 metres above the ground, then the ladder must be secured internally (i.e. within the scaffold structure) and there must be an opening (closed with a trap-door) in the platform at the top of the ladder.

If the scaffold platform is at a height of less than 1.5 metres above the ground, then the ladder may be attached externally provided the guard rails around the platform are modified to allow

access (the opening in the guard rails must be kept closed using a self-closing gate). No person may climb over or through the guard rails to gain access to a platform.

If a vertical ladder used on scaffolding is more than 5 metres in length it must be equipped with a ladder cage extending from a point 2 metres from the base of the ladder to a height of 1 metre above the platform (or the uppermost platform) that the ladder is providing access to.

The requirement for a ladder cage may be waived if platforms are provided at height intervals not exceeding 4 metres, with the vertical ladder secured on the inside of the scaffolding framework and an opening (closed with a trap-door) in each platform. Vertical ladders must be braced at three metre intervals (as a minimum) to prevent undue movement.

All vertical ladders providing access to a platform must be left in place for as long as the scaffold remains in place and must be inspected as part of the scaffold structure.

Any deviation from the requirements stipulated above must be subjected to a risk assessment and the nominated project management representative must authorise the deviation in writing.

31. Ladders

All ladders used on site must be of sound construction and adequate strength. Only non-conductive ladders made of wood or fibreglass may be used for electrical work or work being performed in proximity to energised electrical equipment. Metal ladders and ladders with metal reinforcing may not be used.

The use of makeshift ladders is forbidden. All ladders must be numbered, listed in a register, and inspected by a competent person on a monthly basis (the results of each inspection must be recorded in the register). Before using a ladder, the user must inspect it for damage.

Ladders with missing, broken, cracked or loose rungs, split stiles, missing or broken spreaders (stepladders) or any other form of damage or defect may not be used. A damaged ladder must be removed from service (and tagged, "Out of Service") without delay and must then either be repaired (if possible) or destroyed to prevent further use. Persons must receive instruction in the correct use and proper care of ladders.

Ladders may only be used as a means of access and egress. The use of ladders as working platforms is prohibited, except for inspection and carrying out minor tasks (i.e. light work and short duration) such as changing a light bulb.

Ladders may not be positioned horizontally and used as walkways or runways or as scaffolding. All portable ladders must be fitted with non-skid safety feet (or some other means to prevent the base of the ladder from slipping) and the feet must always be placed (stand) on a firm level surface. The use of bricks, stones, wood or any other material to level the stiles of a ladder is prohibited. Ladders may not be placed on movable bases such as boxes, tables, trucks, etc.

The base or foot of a ladder must always be secured to prevent it from slipping. The ladder must be held by an assistant if the base cannot be secured in any other way (e.g. tied off). A straight ladder must extend at least one metre above its support (or above the working platform that it is providing access to). The top of the ladder must be tied off (or otherwise secured to its support) to prevent accidental movement.

A straight ladder must be placed at a safe angle, i.e. tilted at a ratio of approximately 4:1, meaning that the base of the ladder must be one metre away from the wall (or other vertical surface) for every four metres of height to the point of support.

A stepladder may never be used as a straight ladder. A stepladder must be opened fully and the spreaders must be locked securely. When using an extension ladder, at least four rungs must always overlap at the centre of the ladder. Ladders may not be joined together unless they have been specifically designed and manufactured for that purpose.

A suspended ladder (i.e. not standing on a base) must be attached in a secure manner to prevent undue swinging or swaying, and to ensure that it cannot be displaced.

A ladder may not be placed against a window, glass or any other material which is unlikely to withstand the force exerted on it by the top of the ladder. A ladder may not be placed in front of a door or window that opens towards the ladder unless the door or window has been locked or barricaded.

When a ladder is used near an entrance or exit, the base of the ladder must be barricaded. Materials and / or equipment may not be placed in close proximity to the base or landing of any ladder.

When ascending or descending a ladder, a person must always face the ladder and use both hands (i.e. maintain three points of contact).

Nothing may be carried up or down a ladder if it prevents the person from holding on to the ladder with both hands. Tools must always be properly secured. This can be achieved by attaching them to the wrist using lanyards or placing them in a tool belt around the waist. Tools and materials may also be carried in a bag over the shoulder or hoisted to the landing using a tool bag and rope. Only one person at a time may use (i.e. be positioned on) a ladder.

No person may stand or step above the third rung from the top of a straight ladder or above the second highest step of a stepladder.

Overreaching from a ladder is prohibited. If the target is not within comfortable reach, the person must climb down and reposition the ladder. No person may run up or down a ladder, or jump from the lower rungs or steps to the ground. All ladders must be properly maintained and cared for. Ladders must be stored under cover and should be hung in a horizontal position from several brackets.

No ladder may be left lying on the ground or be left exposed to the weather. A ladder left lying on the ground presents a tripping hazard and it may be damaged by vehicles running over it. No ladder may be left in such a position where it may fall over, be accidentally knocked over, or be blown over by the wind.

Ladders may not be painted, as the paint may conceal damage, defects, labels or other markings. Instead of paint, clear varnish or wood oil may be used to preserve wooden ladders. Ladders must be kept clean, as dirt may conceal damage or defects. Oil or grease accumulation on the rungs of a ladder may cause a person to slip.

Before making use of a ladder, each person must make an effort to remove mud, oil, grease, etc. from his boots.

32. Permit to Work

All personnel must comply with the Permit to Work system applicable to the project. A Permit to Work must be obtained before carrying out any work that involves, but not limited to:

- A hazardous energy source or system, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic) – isolation and lockout may be required;
- Confined space entry;
- Working at heights;
- A critical lift;
- Hot work outside of designated workshops;
- Excavation; or
- A service (e.g. water supply, fire suppression systems, etc.).

Note: A Permit to Work may only be issued by an Authorised Person, and may only be received (or accepted) by an appointed Applicant.

All costs associated with the Compliance to Permits section is for the Contractors account.

Each Permit to Work that is issued must make reference to an approved Task-Based Risk Assessment for the work that is to be carried out.

The Permit to Work system that is employed must incorporate the following basic procedures:

- Prior to meeting with the Authorised Person, the Applicant must familiarise himself with all of the hazards associated with the system, plant, equipment, structure or area on or in which the work must be performed. He must also consider the risks that may arise as a result of the tasks that will be carried out. A Task-Based Risk Assessment must be in place;
- The Applicant must then request permission to carry out the work and must meet with the Authorised Person to discuss and document the scope of the work as well as the hazards, risks and associated control measures. Isolation and lockout requirements must be identified (if applicable). The isolation and lockout process must be initiated by the Authorised Person who must contact the necessary Isolation Officers.

Note: The Applicant must ensure his own safety and that of his team, and has the right to accompany the Isolation Officers to verify that all of the necessary locks have been fitted to all of the isolation and lockout points in accordance with the applicable plant or equipment-specific Isolation and Lockout Procedure.

- Once all of the necessary isolations have been completed and the necessary Clearance Certificates have been issued by the Isolation Officer(s) (if applicable), and the Authorised Person is satisfied that the system, plant, equipment, structure or area is safe to work on or in provided all identified precautions are observed by the Applicant, then he must issue (sign) the Permit to Work to the Applicant;
- The Applicant must accept (sign) the Permit to Work. If equipment has been isolated, the Applicant must attach his Personal Lock to the relevant Isolation Bar (or Local Isolation Point) and must ensure that every other person working on the isolated equipment also attaches his or her Personal Lock to the Isolation Bar (or Local Isolation Point) before starting any work;
- Before commencing with any work, the Applicant must discuss the hazards, risks, control measures, precautions and limitations as stated in the Permit to Work (and associated Task-Based Risk Assessment) with all personnel who will be carrying out the work. A register must be kept and all persons must sign the register once they have been briefed by the Applicant;

- The work performed must be limited to what is described in the Permit to Work;
- When a particular employee has completed his work, he must sign the personnel register to this effect and (if applicable) must remove his Personal Lock from the Isolation Bar (or Local Isolation Point);
- Once all work is complete, the Applicant must:
 - Ensure that all machine guards have been replaced;
 - Ensure that all tools and materials have been removed from the work area;
 - Ensure that the work area is clean and tidy;
 - Ensure that all Personal Locks (including his) have been removed from the Isolation Bar or Local Isolation Point (if applicable);
 - Inform the Authorised Person that the work has been completed; and
 - Sign off the Permit to Work.
- Once the work is complete and the Applicant has signed off the Permit to Work, the Authorised Person must:
 - Ensure that the relevant Isolation Officers perform all of the necessary de-isolations (if applicable);
 - On completion of the de-isolations, sign off the Permit to Work accepting the system, plant, equipment, structure or area back for service; and
 - Inform all relevant personnel that the system, plant, equipment, structure or area is ready to use.
 - Where the work must continue over more than one shift, the Permit to Work must be reviewed at every shift change by an Authorised Person. If the scope of work has changed, the permit must be cancelled and a new permit must be issued.

If any of the original conditions or precautions pertaining to the work is not being complied with, is no longer adequate or is no longer applicable, the Authorised Person must cancel the Permit to Work and must ensure that all work stops until full compliance with either the original or amended (as required) conditions and precautions is achieved and a new permit has been issued.

The Applicant must ensure that the Permit to Work (including the personnel register) is kept where the work is being carried out (i.e. posted on a portable Health and Safety Management Information Notice Board) and that the work is monitored against the permit conditions.

All Permit to Work records must be retained and must be made available for inspection when required.

The implementation of the Permit to Work system applicable to the project must be audited on a regular basis by a nominated project management representative. Furthermore, planned task observations must be carried out periodically.

33. Isolation and Lockout

Isolation and lockout procedures that make it impossible to inadvertently energise any system, plant or equipment so isolated, must be in place for all work where hazardous energy sources exist, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic). These procedures must be strictly enforced. All personnel must comply with the isolation and lockout system and procedures applicable to the project.

All Isolation and Lockout Procedures must incorporate the following basic requirements:

- The issuing of a formal Permit to Work for any work that requires the isolation of any system, plant or equipment;

- The use of defined Equipment, Discipline and Personal Locks (see Definitions), and multiple lockout systems (i.e. Isolation Bars and lockout hasps);
- Clear identification of all isolation and lockout points ensuring there is no duplication;
- Isolation of the main energy source;
- The use of slip plates or the blanking off of pipelines or ducting, in addition to the chaining and locking of valves, as determined by a risk assessment;
- Suitable methods of preventing the movement of equipment; and
- Methods to test the effectiveness or completeness of the isolation.

Note: No work may commence on a system, plant or equipment until a Permit to Work has been issued by an Authorised Person.

Note: A Permit to Work may only be issued by an Authorised Person once all required Clearance Certificates have been issued by appointed Isolation Officers.

The isolation and lockout system that is employed must incorporate the following basic procedures:

- In accordance with a system, plant or equipment-specific Isolation and Lockout Procedure, an appointed Isolation Officer(s) must isolate all points that need to be isolated in order to render the system, plant or equipment safe to work on. An Equipment Lock (and a suitable, highly visible warning tag) must be attached to each isolation point;
- On completion of an isolation (and lockout), the Isolation Officer must clear the area of all persons and must then carry out tests to ensure that the isolation is effective. This may be done by pressing a start button or by asking a control room operator to try to start the equipment. Special care must be taken to ensure that the attempted starting of the equipment has not been deactivated by another interlock forming part of the system, or by a different up-stream isolation. Alternatively, appropriate equipment may be used to test for energy (e.g. voltage verification or continuity tests).

Note: In the case of electrical isolation, a test for voltage must be carried out, after the switching device, to ensure the absence of voltage.

- The Isolation Officer must place the key to the Equipment Locks on an Isolation Bar (at a Lockout Station) and must then attach a Discipline Lock (to prevent the key from being removed) before issuing a Clearance Certificate;
The Discipline Lock must remain in place when handing over to subsequent shifts. All Discipline Locks for a particular discipline (e.g. low voltage electricity) must be keyed-alike so that any Isolation Officer appointed for that discipline (and issued with a key) can open any of the Discipline Locks used for that discipline. This enables an Isolation Officer to de-isolate equipment that may have been isolated by another Isolation Officer during an earlier shift. Appointed Isolation Officers for a particular discipline are the only persons permitted to hold keys to the Discipline Locks used for that discipline.

Note: Local isolations do not require the use of Equipment Locks (a Discipline Lock may be attached to the Local Isolation Point by the Isolation Officer, followed by the necessary Personal Locks).

Note: For local isolations, if the Isolation Officer is the only person who will be working on the isolated equipment, then he must attach his Personal Lock to the Local Isolation Point.

- Once all required Discipline Locks are in place (i.e. attached to the Isolation Bar) and all Clearance Certificates have been issued, the Permit to Work may be issued by the Authorised Person;

- Each person who will be working on the isolated system, plant or equipment must then attach his or her Personal Lock to the Isolation Bar before starting any work (including the Isolation Officer, if he intends to work on the isolated unit);
- The attachment of a Personal Lock to the Isolation Bar prevents the removal of the key to the Equipment Locks even if the Discipline Lock is removed;
- When called (by an Authorised Person) to de-isolate the system, plant or equipment (on completion of the work under the Permit to Work), the Isolation Officer must ensure that all Personal Locks have been removed from the Isolation Bar before removing the Discipline Lock and the key to the Equipment Locks;
- Before removing the Equipment Locks and de-isolating the energy source, the Isolation Officer must inspect the system, plant or equipment that was worked on to ensure that it is safe to perform the de-isolation. This includes guard inspections, housekeeping, ensuring that all doors and covers are in place, and most importantly, ensuring that no persons are present;
- Once all Equipment Locks have been removed and the system, plant or equipment is safe for use, the Isolation Officer must cancel the Clearance Certificate and inform the Authorised Person that the unit has been de-isolated.

Where a system, plant or equipment is sequence interlocked and a hazard could be created through the inadvertent start up or shut down of a system, plant or equipment lying before or after the unit to be worked on, then that system, plant or equipment must also be isolated and locked out. Redundant or out of service equipment must, in addition to being isolated and locked out using the relevant Discipline Lock, be fitted with a tag indicating why it is out of service, who performed the lockout, and the hazards associated with that equipment.

Where it is necessary to work on live equipment for the purposes of commissioning, testing, adjusting and sampling, such work must be carried out in accordance with a written Safe Work Procedure and controls must be in place to prevent unauthorised access into the work area. The implementation of the isolation and lockout system and procedures applicable to the project must be audited on a regular basis by a nominated project management representative. Furthermore, planned task observations must be carried out periodically.

33.1 Personal Locks

A Personal Lock must be such that it can only be unlocked by the person to whom it belongs. Combination locks may not be used. A Personal Lock, as well as the key(s) to the lock, must be kept under the exclusive control of the person to whom the lock belongs.

A Personal Lock must be issued to each person who requires one, and the person's details must be clearly and permanently engraved directly onto his Personal Lock. Alternatively, a thick durable plastic identification tag may be used that clearly displays the company's name, the employee's name, the employee's company number, and a contact telephone number (the tag must be securely fastened to the Personal Lock). Where the above is hand written, it must be done using a permanent marker pen and it must be legible.

Each person issued with a Personal Lock must be trained and certified competent in the correct use of such a lock.

A Personal Lock may NEVER be removed by anyone other than the person to whom it belongs, except if the removal (cutting) of the lock is authorised by the nominated project management representative (in the absence of this person, authorisation can only escalate upwards). Furthermore, the removal of the lock must be done under the personal supervision of the nominated project management representative, and in accordance with a written procedure. The removal (cutting) of a Personal Lock may be required if the person who applied the lock is unable

or unavailable to remove it on completion of the work (e.g. lost his key, failed to remove his lock before going home, etc.).

34. Electrical Safety

All electrical work must be carried out by competent personnel in accordance with all legal requirements, codes, design criteria and safety standards applicable to the project. Each contractor carrying out electrical work on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.

All persons who will be carrying out electrical work must be certified against the requirements of job and equipment-specific electrical competency standards for the project, which must address job and equipment-specific Safe Work Procedures.

34.1 Electrical Installations

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

A nominated project management representative must approve all electrical work before the installation is energised. Any installation deemed unsatisfactory by a nominated project management representative must be removed, repaired or modified by the contractor at his expense.

For every permanent or temporary electrical installation, a certificate of compliance must be issued by a competent and appropriately qualified electrician. These certificates must be available for inspection.

Work on electrical installations (new installations, and modifications or repairs to existing installations) may only be carried out by qualified and authorised personnel (i.e. electricians). Electrical safety devices (specifically, earth leakage protection and overcurrent protection) must be installed on all distribution circuits and the settings must be established by suitably qualified personnel.

To ensure the safety of the user, each distribution panel must be completely enclosed, must be of the dead-front type, and must be properly constructed and earthed.

All electrical cabling must be covered (e.g. in cable trenches) or elevated (in cable trays) to protect it from damage and to eliminate tripping hazards.

All permanent and temporary electrical installations (cabling, sockets, distribution panels, transformers, switchgear, etc.) must be inspected and tested by a competent and suitably qualified electrician on a monthly basis. The testing must include a grounding (earthing) continuity test and testing of the electrical safety devices. Details of these inspections and tests must be recorded in a register which must be made available to the nominated project management representative for inspection.

A rigorous Isolation, Lockout and Permit to Work system must be applied to all electrical work (i.e. work on electrical installations, machinery or equipment). All personnel must comply with the system and procedures applicable to the project.

Before any work on an electrical installation or equipment is carried out, the installation or equipment must be de-energised.

No electrical work may be performed live, regardless of the voltage, unless written approval is obtained from the nominated project management representative (a justification as to why it is necessary for the work to be carried out with the equipment in an energised state must be provided).

For all energised electrical work, a Safe Work Procedure must be in place and, with the exception of voltage testing and where no tools are used, a Permit to Work (specifically authorising energised electrical work) must be issued. When carrying out any energised electrical work, approved electrically insulated gloves, blankets, mats and other protective equipment must be used.

Control centres, switchgear rooms, substations, generators, transformers, capacitor banks, and other similar electrical plant and equipment must be appropriately guarded and labelled and, with the exception of emergency shut-off mechanisms, must be made inaccessible to unauthorised personnel (i.e. plant or equipment of this nature must be positioned within rooms or fenced enclosures which must be kept locked).

Appropriate warning signage must be prominently displayed within, and at all entrances to, these rooms or enclosures. The signage must indicate that unauthorised persons are prohibited from entering, that unauthorised persons are prohibited from handling or interfering with any electrical plant or equipment, the procedure to be followed in the event of a fire, and the first aid procedure to be followed should a person suffer electric shock. Suitable fire-fighting equipment must be provided in all such rooms or enclosures.

All electrical panels must be kept locked (using keyed-alike padlocks). Keys may only be issued to authorised personnel.

All un-insulated (bare) or partially insulated conductors must be enclosed and protected to prevent accidental contact therewith. Measures must be taken to prevent unauthorised access and appropriate warning signage must be conspicuously displayed.

Only authorised persons may enter rooms or enclosures housing electrical plant or equipment, and only authorised persons may access electrical panels or cabinets, and cable ducts or trenches. If any work must be carried out in such an area or on such equipment, a Permit to Work must first be obtained from the nominated project management representative.

No connection to any electrical system may be made without prior approval and a valid Permit to Work from the nominated project management representative.

No electrical equipment or apparatus may be modified without written authorisation from the nominated project management representative.

Conductive ladders may not be used in proximity to non-insulated electrically energised lines or equipment.

All permanent and temporary electrical cables, whether energised or not, must at all times be handled as if they are energised.

Only appropriately certified intrinsically safe electrical equipment may be used in flammable or potentially explosive atmospheres such as in confined spaces. Any equipment or structure on which electric charges may accumulate (such as storage tanks) must be grounded (earthed).

Grounding (earthing) and lightning protection systems and devices must be designed, engineered, selected and installed based on site-specific requirements where required.

34.2 Arc Flash Safety

Depending on the scope and nature of the work, a documented arc flash protection programme must be in place. The PPE required (specific to a task and the equipment on which the task is performed) and associated procedures to mitigate the hazard must be included.

An Arc Flash Hazard Assessment must be carried out based on accurate and current data. All electrical cabinets where the potential for an arc flash hazard exists must be labelled in accordance with the hazard assessment and the potential incident energies calculated. A process must be in place for updating the Arc Flash Hazard Assessment and labelling as changes and electrical upgrades occur that might affect the available short circuit current on the system.

In order to mitigate the hazard, Safe Work Procedures must be in place and all persons potentially exposed to arc flash hazards must be trained in these Safe Work Procedures and must be supplied with appropriate arc flash PPE.

34.3 High Voltage Power Lines

Before any mobile equipment (such as a crane, bulldozer, back-actor, boom truck or drill rig) is mobilised to a work site, an assessment must be carried out (including a thorough inspection of the work site and the access route) in order to clearly identify any overhead or underground power lines.

A system must be in place to mitigate the risks associated with working in close proximity to power lines and suitable measures must be taken to prevent personnel or equipment from coming into contact with power lines. Extreme caution must be exercised.

A procedure must be in place for the evacuation of mobile equipment or a vehicle in the event of accidental contact with power lines. All operators must be trained in this procedure and must follow it implicitly.

Scaffolding may not be erected within 5 metres of power lines or overhead track equipment.

35. Portable Electrical Equipment

Prior to site establishment, each contractor must provide a complete inventory of all portable electrical equipment that he and his sub-contractors intend to use on the site (including plant, machines, appliances, generators, hand tools, lighting, extension cords, etc.). The nameplate data for each item of equipment must be included.

All portable electrical equipment to be used on the site must be supplied and maintained in a serviceable condition. Any electrical equipment that is in poor condition or is not in proper operating order may not be used. Any electrical equipment that a nominated project management representative deems to be unsafe or unsuitable must be removed from site.

Electrical repair work or diagnostic work on electrical equipment may only be performed by personnel who are competent and authorised to perform this work (i.e. qualified electricians). With the exception of double-insulated equipment, all electrical equipment must have an equipment grounding (earthing) conductor that connects the frame of the equipment being utilised to the grounding (earthing) conductor of the electricity supply system.

All electrical equipment and all electricity supply systems used (including generators) must be inspected and tested by a registered and competent electrician to ensure that all equipment is properly grounded (earthed).

All electrical equipment used on site must be supplied electricity through (i.e. must be protected by) an approved and tested residual current device (or earth leakage device or unit). If a socket outlet does not have a residual current device in the circuit, a portable residual current device must be used. Outlets without residual current device protection must be labelled as such.

Any electrical equipment that causes an earth leakage device to trip or deactivate the circuit may not be used again until an electrician has inspected and tested the equipment and has recorded in a register that the equipment is safe to use.

All generators must be fitted with suitable overcurrent protective devices (i.e. circuit breakers or fuses). All generators must be used in compliance with the manufacturer's requirements. Any proposed modification to a generator must be authorised in writing by the manufacturer prior to the modification being made.

Each welding machine used on site must be fitted with a Voltage Reduction Device (VRD). If this is not practical (i.e. for arc welding processes other than stick welding), a dead man's (isolation) switch in the electrode circuit (operated by a trained observer) may be used as an alternative. All welding machines must be properly grounded (earthed).

All portable electrical hand tools used on the site must be double-insulated. Electrical equipment must be disconnected or unplugged when not in use. Portable lights must be stable and each light bulb must be protected by a substantial guard.

No person may wear a watch or any jewellery, or carry any metal objects such as a lighter or keys, while working on any electrical system or equipment. No person may work on or use electrical equipment if his clothing is wet or any part of his body is in contact with water.

No person may handle electrical equipment, equipment cords or extension cords with wet hands or if the floor or ground surface is wet.

Fire extinguishers filled with carbon dioxide must be used to fight electrical equipment fires (water may never be used). If possible, the electrical equipment should be de-energised before fire-fighting activities commence (refer to the Fire Protection and Prevention Standard).

When cleaning or performing maintenance work on an item of electrical equipment, the equipment must be unplugged.

Equipment may not be unplugged while that equipment is switched on. Nor may equipment be plugged into a receptacle (socket) with the equipment's switch turned on. Electrical equipment that has a defective plug or wiring may not be used. Repair work to defective or damaged electrical equipment may only be carried out by a qualified electrician. Extension cords may be used for temporary applications only. Permanent cabling must be installed for long-term needs.

Extension cords may not be run through doors, windows, ceilings or holes in walls. An extension cord must be uncoiled completely before it is used. An extension cord must be of sufficient current-carrying capacity to power the equipment that it is supplying electricity to. Cords must not be overloaded. Extension cords must be unbroken and continuous (i.e. no joins or splices in the cord are permitted). Extension cords may not be daisy-chained (i.e. one extension cord plugged into another extension cord).

Extension cords and equipment cords may not be modified to fit a receptacle (socket). Two-conductor extension cords may not be used. A three-conductor extension cord (i.e. a grounded or earthed cord) must be used even if the equipment that it is supplying electricity to uses a two-prong plug.

Extension cords that are frayed, have insulation tears, cracks or abrasions, have exposed conductors, or have bent, broken or "spread" plug prongs may not be used. Extension cords that will be used outdoors must have heavy duty insulation and must be weather and UV resistant.

All electrical equipment cords and extension cords must be covered or elevated to protect them from damage and to eliminate tripping hazards. Each contractor is responsible for protecting his electrical equipment from the weather and from possible mechanical damage.

All portable electrical equipment (including generators) must be inspected, tested and tagged by a competent and appropriately qualified electrician on a monthly basis. Details of these inspections and tests must be recorded in a register which must be made available to the nominated project management representative for inspection.

The inspection and testing must include a continuity test of the grounding (earthing) conductor (as applicable) and a complete examination of the equipment or system to assure safe use. The following colour coding system must be used for the tagging of all electrical equipment:

Table 35-1 Colour Coding System for Electrical Equipment

Month		Tag Colour	Month	Tag Colour
January		Red	July	Red
February		Blue	August	Blue
March		Orange	September	Orange
April		Green	October	Green
May		White	November	White
June		Yellow	December	Yellow

The tag placed on a piece of equipment must be traceable to an entry in a register where the following information concerning the inspection and testing of that piece of equipment must be recorded:

- Date of inspection and testing;
- Equipment description;
- Equipment owner;
- Equipment location;
- Name, signature and licence number of the electrician who carried out the inspection and testing; and
- Comments concerning the inspection and testing, and details of any repair work carried out or required.

Any item of electrical equipment that does not pass an inspection or test must be removed from service (and tagged, "Out of Service") immediately and must then either be repaired (if possible)

or removed from site. Any item of electrical equipment without a tag or with an out-of-date inspection or test may not be used.

Any item of electrical equipment found without a tag or with an out-of-date inspection or test must be removed from service until it has been inspected and tested. If it is found that more than one item of equipment being used by a contractor has not been inspected and tested as required, all work with electrical equipment must be stopped until it can be demonstrated to the satisfaction of the nominated project management representative that the contractor's systems and controls are adequate and fully implemented.

In addition to the formal monthly inspections and testing carried out by an electrician, electrical equipment (particularly extension cords, portable hand tools, welding machines, compressors and pumps) must be visually inspected by the user on a daily basis prior to use. Users must be trained to look for cracks in casings, loose casings, outer cord sheathing that is not being held firmly in position at the equipment, cuts or cracks in cord or cable insulation, exposed conductors, damaged plugs or sockets, and missing covers. Damage and / or defects must be reported immediately.

Personnel must immediately stop using and report any electrical equipment or machinery that is shocking, sparking, overheating or smoking. Corroded outlets, switches and junction boxes must also be reported.

36. Arc Welding

All welding machines must be fitted with voltage reducers. The supply cable to every welding machine must be correctly rated and fitted with an approved plug to be used only with an approved matching plug socket. The electrical circuit to every plug socket must be protected by a correctly rated circuit breaker and a supply voltage rated earth leakage unit. Welding cables must be properly insulated and correctly rated for the welding machines on which they are to be used.

Welding cable terminals must either be covered with a properly designed, constructed and installed cover so that inadvertent human contact with the terminals is impossible, whether the cables are connected or not, or the welding cables must be fitted with insulated plugs so that inadvertent human contact with any live part is impossible when the cables are plugged into the machine. Also the plug socket should be such that when the cables are not plugged in, inadvertent contact with a live part of the socket is impossible.

Earth cable clamps and electrode holders must be of an approved type. Earth clamps and electrode holders must be fixed to welding cables with eye terminals and bolts. All welding machines and safety devices must be subjected to regular planned maintenance and a monthly electrical inspection. The inspection must include a test to ensure that the voltage reducer is functioning properly, by measuring and confirming that the open circuit output voltage is reduced.

Before using a welding machine, the welder must ensure that he is wearing all the required and approved protective clothing and equipment:

- Persons assisting the welder must also wear all of the required personal protective Welding hood;
- Leather welding gloves;
- Safety boots with steel toe protection;
- Flame resistant overalls; and
- Any other clothing or equipment necessary to perform his work safely and efficiently.

When changing electrodes or moving the earth clamp, the welder or his helpers must wear gloves to avoid possible skin contact with live electrical parts and to prevent burns. When attaching

welding cables to the terminals of the welding machine, the welder or his helpers must wear gloves, or preferably, the machine should be switched off to avoid possible electric shock.

Helpers who may be holding the work piece being welded must wear gloves and protective goggles. Where practicable the welder should place protective screens around the area where he is welding, to prevent injury to the eyes of passers-by.

The welder must ensure that the earth cable follows the shortest practical route between the welding machine and the work piece. The earth connection must be directly between the welding machine and the work piece and no building or other structure must form part of the earth return path.

As far as is practicable, the welder should avoid welding under wet or damp conditions. If this is unavoidable, the following precautions should be taken:

- Use only oil filled or other watertight type welding machine;
- Keep the electrode holder as dry as is practical;
- Keep as dry as possible. Stand on an elevated surface out of the water and wear watertight boots and a rain suit. Also ensure that the gloves are in good condition, free of holes.

Under conditions that result in high perspiration levels, the following measures should be implemented:

- Use an insulated electrode holder;
- Change clothing regularly (if possible);
- Use insulated material like rubber mats and/or timber tuck board to separate yourself from the work piece;
- Wear dry gloves on both hands during welding;
- Use fans and air-conditioning to reduce humidity and temperature; and
- Use an observer capable of responding in an emergency.

When working inside metal vessels or under other conditions where parts of his body may come into contact with conducting surfaces, the welder must take precautions to insulate himself from such surfaces.

When working in confined spaces, the welder must take steps to ventilate the area to prevent inhalation of fumes, which may endanger his health and the health of any assistants. Engine powered welding machines must not be used in any place that is not very well ventilated since the welder and his helpers may be overcome by carbon monoxide fumes.

The welder should take the necessary precautions when welding objects that may catch alight, explode or release poisonous fumes or gases.

37. Gas Welding and Burning

Welding or cutting torches and hoses shall not be connected to cylinders when stored. When work is stopped and equipment is unattended, all valves at the gas and oxygen cylinders shall be closed. The hoses shall be bled and a check shall be made later for possible pressure build-up. Torches shall be removed from the hoses prior to putting them into the toolbox. Smoking SHALL NOT be permitted during this stopping procedure.

Special care shall be taken during overhead cutting and welding operations to safeguard and prevent falling sparks from starting a fire. Warning signs shall be posted around and at each level

below the area of each overhead welding or burning operation. Fire extinguishers shall be available and fire blankets shall be used for protection.

When welding or cutting, adequate ventilation must be ensured / provided. Hoses shall be kept clear from passageways, ladders and stairs. When hoses are subject to damage, they shall be properly protected. Hoses shall be inspected daily. Fire extinguishers shall be ready for instant use in locations where cutting is performed.

Flash-back arrestors must be fitted to all cutting torches at the torch and at the bottle (a total of four arrestors).

Lighting of the cutting and welding torches must only be done using a striker and not an open flame. Soap Leak tests must be performed on all flash-back arrestors.

Hoses may only be secured using approved hose clips, and not by wire, cable ties or any other means. Special care shall be taken when welding with respect to piping that has been painted, as toxic fumes may be emitted in some cases. The supervisor's advice should be sought prior to the above welding operations being carried out.

38. Compressed Gas Cylinders

The contractor must establish a suitable storage area for oxygen, acetylene, LPG and argon cylinders in compliance with the following requirements:

- The storage area must be located at least 10 metres away from any building, and must be well ventilated;
- The storage area must have a concrete floor;
- The storage area must be enclosed using wire mesh fencing (as this will ensure adequate ventilation). This enclosure must be kept locked. Access into the storage area must be limited and controlled;
- A protective covering or roof must be fitted to the enclosure to provide shade;
- The enclosure may not be used for the storage of any other materials / equipment, and must be kept completely free of all combustible materials at all times;
- Appropriate warning signage (i.e. "No Smoking" and "No Naked Flames") must be prominently displayed on the enclosure;
- A 9kg dry chemical powder fire extinguisher must be mounted near the entrance to the enclosure;
- If electrical lighting is required, it must be of an approved intrinsically safe type;
- Oxygen, acetylene, argon and LPG cylinders must be stored separately in the enclosure. Furthermore, full and empty cylinders must be separated. Separate storage sections must be clearly designated within the enclosure for the different gas types, and for full and empty cylinders, i.e. oxygen – full, oxygen – empty, acetylene – full, acetylene – empty, etc.;
- When a cylinder is empty, the cylinder cap must be replaced to protect the valve. Empty cylinders must be clearly marked (there must be no need to open valves to check if cylinders are full or empty);
- All cylinders must be stored in an upright position and must be secured in this position by chaining, strapping or clamping them individually to a wall, a cylinder trolley, rack or carrier, or some other rigid structure;
- Cylinders must be stored in rows (when necessary due to the number of cylinders) with aisles between the rows to facilitate easy and rapid removal in the event of a fire;
- Oxygen cylinders may never be stored near highly combustible materials, particularly oil and grease, or near fuel gas cylinders. When in storage, oxygen cylinders must be separated from fuel gas (LPG and acetylene) cylinders by a distance of 6 metres or by a 2 metre high wall made of fire-resistant material;
- The total quantity of gases stored on site must be limited to a 2 week supply.

Compressed gas cylinders must always stand upright (i.e. when being used, stored or transported) and must be properly and individually secured to prevent them from falling over. Cylinders must be protected from flame, heat and from being struck by moving equipment and falling objects.

When handling gas cylinders (whether full or empty), care must be taken to prevent sudden impacts. Whenever a cylinder is not in use, the protective cap must be in place to prevent the valve from being damaged. Gas cylinders may not be carried, dragged, rolled or slid across a floor or surface. When gas cylinders are to be moved / used, they must be placed in a proper cylinder trolley fitted with a 1.5kg dry chemical powder fire extinguisher.

Gas cylinders may not, under any circumstances, be used as rollers or work supports. If transported by crane, hoist or derrick, compressed gas cylinders must be placed in a suitable cradle, net or skip box. Cylinders may NEVER be lifted using wire rope, fibre rope, a web sling or a chain sling. Before moving / transporting a gas cylinder, the regulator must be removed and the protective valve cap must be replaced.

Gas cylinders may not be taken into a confined space. Gas hoses that are run into a confined space must be removed during breaks. Gas cylinders may not be placed on scaffolding.

Cylinder valve keys must be in place. If no suitable valve key is available then the cylinder may not be used. Nothing but the manufacturer-supplied key may be used to open the valve. A flashback arrestor and a check valve (non-return valve) must be installed between the regulator and the hose and between the hose and the torch on the oxygen line and on the fuel (acetylene) line.

Connection fittings may not be forced and safety devices associated with cylinder valves or regulators may not be altered / tampered with. Gas hoses may not be joined. Only approved hose connectors of the crimp type are permitted. Wire and jubilee clamps are prohibited. Only high quality ancillary equipment may be used. This includes flashback arrestors, hoses, clamps, spindle keys, nozzles and torches. Only trained and competent personnel may operate gas welding / cutting equipment and appliances.

When an employee opens the valve to a cylinder, he must stand to one side and open it slowly. Valves may never be left partly open – they must either be closed or be opened fully. Leaking cylinders must immediately be removed from service and the workplace (if it is safe to do so).

Suitable firefighting equipment must be at hand wherever gas cylinders containing oxygen and / or fuel gas are being used. Gas cylinders must be prevented from coming into contact with electrical circuits, e.g. welding leads. Never strike an arc on a cylinder.

Oxygen may only be used for the purpose for which it is provided. Do not use oxygen in pneumatic tools or tyres, as an explosion may occur. Empty cylinders must immediately be marked as such and must be removed to the cylinder storage area at the end of each day / shift.

39. Electrically Powered Tools and Equipment

All powered hand tools, such as circular saws, drills, chainsaws, percussion tools, jigsaws etc., must be equipped with a constant pressure switch that will shut off the power when the pressure is released. (Exception: this requirement does not apply to concrete vibrators, concrete breakers, powered tampers, jack hammers, rock drills, and similar hand operated power tools).

Electrical power tools must be of the approved double-insulated type. The electric cord, pneumatic or hydraulic supply line of powered tools must not be used for hoisting or lowering of the tool. Loose clothing, jewellery or gloves that could get caught in the tool must not be worn when operating powered tools. Operators of powered tools who have long hair must keep their hair tied up.

The power source must be disconnected from the tool before making any repairs, servicing, adjustments, or replacing attachments such as drill bits.

39.1 Angle Grinders

The following personal protective equipment must be worn when using angle grinders:

- Safety helmet;
- Gloves;
- Safety glasses (or safety goggles) and a full face shield (i.e. double eye protection);
- Overalls with long sleeves and long pants, avoid any form of loose clothing;
- Safety boots with steel toe protection;
- Hearing protection;
- Breathing apparatus where dust or fumes may be generated;
- Where grinding machines are used, a face shield is to be worn as extra protection to the safety glasses; and
- Certain tasks may require the use of a leather apron as determined by a risk assessment.

A 230mm angle grinder may not be used for free cutting purposes. Exceptions may be approved only if alternative methods evaluated proved more hazardous or no alternative exists. The risk assessment for the task must then specifically include mitigating measures to ensure the safest possible way of performing the task.

The use of 230mm angle grinders for grinding purposes is acceptable, however should this form of grinding be required, the 115mm or 125mm grinders would be preferable. All angle grinders must have a dead man switch incorporated, with a pressure switch in the handle. A 230mm electrical angle grinder unit must incorporate a soft start to reduce the starting strain and a braking system to reduce run on after the unit has been switched off.

All angle grinders must have a spindle lock to assist with changing the disc or grinding wheel. Anti-vibration handles are recommended to further reduce the stress if used for extended periods. Angle grinders must be equipped and operated with disc guarding at all times. Angle grinder must not be stored with fitted discs, as this will lead to damaging of the discs.

Before use and mounting of discs it is essential to check the safety codes and specifications printed on the upper side of the disc. Such specifications include the following:

- Revolutions per minute (RPM). The allowable speed of the disc must be equal to or greater than the maximum achievable speed of the grinder;
- Physical dimensions of the disc must meet grinder specification; and
- The disc must be suitable for the material type to be cut / ground as indicated on the disk. Cutting discs must never be used for grinding and vice versa.

It is critical that the correct disc mounting procedure is followed:

- Check that the machine is plugged out;
- Check the machine spindle, backup washer and thread;
- Check the condition of spindle nut - ensure spanner drive holes are not elongated;
- Ensure spindle nut spanner is the tool recommended by machine manufacturers;
- Do not use a hammer, pipe or chisel to tighten the nut, or apply additional mechanical advantage to nut torque. A firm "nip" is sufficient to retain the disc;

- Ensure the spindle diameter is suited to disc bore. Excessive clearance will cause the machine to vibrate due to eccentricity;
- Check to see that the nut and backup washer do not "bottom out". This will result in the disc not being correctly clamped on the spindle;
- Ensure the spindle speed is marked on the grinder and that it is less than the allowable disc speed; and
- Fit the disc, with the metal ring or writing to the nut side.

40. Pneumatically Powered Tools and Equipment

Pneumatic powered tools must only be driven by filtered compressed air with an in-line lubrication system, or be lubricated prior to use if there is no in-line lubrication system. When using pneumatic powered tools the designated tool pressure must be attained by the use of a regulator.

Pneumatic powered tools must be disconnected when not in use. They must not be disconnected from the air supply until all the residual pressure has been released or contained by a shut-off device. Hoses must not be kinked as a means of containment.

Employees operating pneumatic powered tools, and any potentially affected employee in the vicinity of use, must wear suitable personal protective equipment. All rotary compressed air tools (e.g. drills) must have the rated revolution per minute (RPM) permanently marked on the casing. Only attachments of compatible RPM must be used with these machines.

The actual RPM of the tool must be checked every three months to ensure that the speed is as rated to manufacture specifications.

Pneumatic powered tools must be secured to the air supply hose by an approved positive means to prevent the tool from becoming accidentally disconnected. Safety clips or retainers must be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 kPa pressure at the tool, must have a safety device on the muzzle to prevent the tool from ejecting fasteners unless the muzzle is in contact with the work surface.

Compressed air must not be used for cleaning purposes except where reduced to less than 30kPa, and then only with effective chip guarding and personal protective equipment in place. The 30kPa requirement does not apply to concrete form, mill scale and similar cleaning purposes.

The use of compressed air for cleaning purposes must be approved by the nominated project management representative. Compressed air must not be pointed at any part of the body or used for cleaning clothing.

Airless spray guns of the type which atomize paints and fluids at high pressures must be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released. A diffuser nut which will prevent high pressure, high velocity release while the nozzle tip is removed, plus a nozzle tip guard which will prevent the tip from coming into contact with the operator, or other equivalent protection must be provided in lieu of the above.

Abrasive cleaning nozzles must be equipped with an operating valve, which must be held open manually to enable operation. A support must be provided on which the nozzle may be mounted when it is not in use.

41. Fuel Powered Tools and Equipment

Fuel powered tools must be shut down and allowed to cool before being refuelled, serviced, or maintained. Fuel must be transported, handled, and stored in approved fuel containers. Where possible, diesel driven engines must be used in preference to petrol driven engines. All fuel powered tools must be included on the contractor's Equipment Register and the register must be submitted to the nominated project management representative prior to the relevant work commencing.

When fuel powered tools are used in enclosed spaces, the space must be ventilated and the atmosphere monitored to measure toxic gas concentrations. Persons in the space must wear the necessary personal protective equipment. Confined Space Entry clearance may apply. This type of activity must only be undertaken in exceptional circumstances and requires the approval of the nominated project management representative.

42. Hydraulically Powered Tools and Equipment

Hydraulic powered tools must use only approved fluid that retains its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's stated safe operating pressures for hoses, valves, pipes, filters and fittings must not be exceeded. Only manufacturer approved hoses, valves, pipes, filters and fittings must be used.

43. Explosive Powered Tools

All operators shall be trained by the contractor. The contractor shall ascertain that the explosive charges to be used are of the correct strength for the purpose.

Projectiles from explosive powered tools shall NOT be driven into:

- Tile, terracotta, glazed brick, glass, marble, granite, thin slate or other brittle substances;
- High tensile steel, cast iron or steel hardened by heat treatment; or
- Concrete that contains aggregate that will not pass wholly through 25mm mesh screens.

Under no circumstances shall a tool be fired in such a manner as to cause the projectile to fly free. Suitable safety glasses and hearing protection shall be worn by operators when firing an explosive powered tool.

At all times when a tool is being used, the operator shall display clearly legible signs at or near the place where the tool is in use. Sign should read: WARNING: EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR. The operator shall warn all other employees in the vicinity of the area in which the tool is about to be used.

Tools shall never be stored in a loaded state. Cartridges and tools shall be stored separately in lockable containers. A logbook must be kept of the number of cartridges used and returned.

44. Hand Tools

Employees required to use hand tools must receive training relevant to the tool and have their competency assessed in the operation, inspection and maintenance of the tool. Where necessary, additional applicable personal protective equipment must be worn when using hand tools.

Wrenches, including adjustable, pipe, end, and socket wrenches, must not be used when the jaws are sprung to a point where slippage occurs. Impact tools such as drift pins, wedges and chisels, must be kept free of mushroomed heads. The wooden handles of tools must be kept free of splinters or cracks.

Adjustable wrenches must not be used in lieu of ring or open-end type spanners, unless a risk assessment has been conducted and the use of the adjustable wrench is approved by the nominated project management representative. Wherever possible, ring spanners must be used in preference to open end spanners.

Correct hand tools for the job must be used, e.g. screwdrivers must not be used as chisels, and pliers must not be used as hammers. All wedges and drifts that may spring, fly or fall to lower levels upon impact must be fitted with an attachment which attaches a safety "lanyard" to a solid structure to restrain the impact tool from becoming a projectile.

All hand tools used in elevated areas, that may be dropped or fall to lower levels must be fitted with safety lanyards and attached to solid structures or in the case of podges, scaffold keys etc., attached by wrist lanyard to the user.

44.1 Stanley Knives / Utility Knives

A utility knife must be used as a last resort, when it is the safest tool to use. Always consider alternatives that pose less of a risk to the operator.

Whenever a utility knife is used, ensure that a complete risk assessment is done and that all possible hazards have been addressed. Only utility knives with retractable blades are to be used. The blade is to be retracted at all times when the knife is not in use or is being stored.

Before using the utility knife, ensure that the tool is in a good condition and the blade is secure in the holder (seated correctly and that there is no play). Ensure that the blade is always sharp and in good condition. This will prevent the use of excessive force.

Always wear cut resistant gloves and safety glasses when using a utility knife. There is always a risk of the blade breaking under tension and becoming a projectile. Always ensure that you cut away from your body, and that no part of your body is in the firing line. Always ensure cleanliness of all equipment in use during the cutting operations.

45. Inspection of Equipment and Tools

All tools must be inspected by the user before, during and after use. If any faults are identified, the tool must be taken out of service and not used until repaired. Faulty tools that are not able to be repaired must be tagged "out of service" and removed from site.

46. Manual Handling and Vibration

Any handling or lifting task that can only be done manually must be planned and rehearsed before the task is done. If more than one person is involved in a task a communication procedure must be agreed in advance. Lowering the load must be done in a controlled manner. Dropping a load is dangerous and must be avoided.

As a guideline 25 kg is considered to be the limit of what a person can safely handle. Where there are loads exceeding 25 kg the risk of handling the load must be mitigated to assure minimal potential for any injury. When mechanical lifting aids are provided, they should be used.

Extra care should be taken when lifting awkwardly shaped objects. Correct lifting techniques must be used at all times when lifting a load manually.

The following, but not limited to, should be considered with conducting the Risk Assessment with regards Manual Handling and also take into consideration the task factors, physical demands and tools involved in the task:

- Load weight/frequency;
- Hand distance from lower back;
- Asymmetrical trunk/load;
- Postural constraints;
- Grip on the load;
- Floor surface;
- Environmental factors;
- Carry distance; and
- Obstacles en route.

Team Manual Handling:

- Load weight;
- Hand distance from lower back;
- Vertical lift region;
- Trunk twisting/sideways bending;
- Postural constraints;
- Grip on the load;
- Floor surface;
- Environmental factors; and
- Communication, co-ordination and control.

As far as possible, exposure to vibration must be eliminated. However, if this is not possible, short-term solutions to decrease exposure include:

- Reducing the vibration levels;
- Removing the person from the vibrating equipment / tools;
- Reducing the period of time that the person works with the vibrating equipment / tools (at least 40 minutes break after 20 minutes working with a machine that vibrates excessively).

In order to reduce exposure to vibration:

- Consider buying equipment that operates effectively at lower speeds;
- Buy equipment with built-in damping materials;
- Buy lighter tools if they are available - they require less of a grip;
- Maintain the equipment;
- Make sure equipment is balanced and there are no worn parts;
- Use remote controls when they are available;
- Reduce your grip on the equipment when it is safe. The less time you actually have your hands on the equipment the better. Relax your hands during these brief breaks;
- Take scheduled breaks; and
- Do other tasks that allow you to move away from vibrating tools and equipment.

The workplace must be assessed by a competent person for compliance with good design, layout and practice, to avoid or minimise adverse health consequences due to manual handling and vibration issues.

Quantitative evaluations of vibration produced by specific equipment must include the following measurement parameters: direction of movement, frequency, intensity, and variation with time and duration, as per documented methods.

Employees and contractors must be informed of the results of assessments and instructed in appropriate manual handling techniques, where the risk assessment indicates a need. Workplace vibration sources that could contribute to the exceedance of an Occupational Exposure Limit (hence potential for impact on worker musculo-skeletal fitness) must be identified and adequately characterised.

Manual handling tasks assessed as having the potential to cause a Lost Time Injury (i.e. with potential for impact on worker musculo-skeletal fitness) must be identified and adequately characterised. Workplace manual / materials handling tasks risk rated as "significant" must be assessed and recorded to include biomechanical factors (e.g. posture, bending, twisting, repetitive motions, working overhead, and exerting force away from the body).

47. Personal Protective Equipment

All applicable legislation concerning Personal Protective Equipment (PPE) must be complied with at all times. As a minimum, the following PPE must be worn by all persons (including visitors) at all times whilst on the project site:

- Safety footwear with steel toe protection;
- Safety glasses (individuals who wear prescription spectacles must be provided with either over-spec safety glasses or prescription safety glasses);
- Safety helmet (hard hat); and
- High visibility protective clothing with reflective taping (long trousers and long-sleeved shirts with collars and cuffs).
- Additional PPE requirements must be determined through hazard identification and risk assessment. This hazard-specific PPE (such as hand protection, hearing protection and respiratory protection) must be worn as required (e.g. when in a certain area, when performing a certain task, or when working with a certain substance);
- The correct PPE must always be worn:
 - In accordance with site requirements (as indicated at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises);
 - In zoned areas (e.g. noise zones and respirator zones); or
 - As required by a Safe Work Procedure, a risk assessment, safety information boards or a Material Safety Data Sheet (MSDS).

Each contractor must provide each of his employees with all required PPE (at no cost to the employee). The specific PPE that is provided to a particular employee must be based on the nature of that employee's work and the location in which the work is performed (i.e. must be based on the hazards to which the employee is exposed). PPE requirements for a particular job or for a particular area must be determined through a risk assessment for that job or area.

Any employee who does not have all of the PPE that is required for him to perform his duties safely will not be permitted to work. Each employee must care for his PPE, maintain it in good condition, and inspect it on a daily basis. If an item of PPE has worn out, has become damaged, or is found to be defective in any way, it must be replaced by the contractor.

PPE must be stored in accordance with the manufacturer's requirements and / or recommendations.

Each employee must receive training in the use, maintenance and limitations of the PPE that is provided to him, and must be made aware of why the PPE is necessary as well as the consequences

of not wearing it as instructed (i.e. the potential for injury and / or disciplinary action). Training records must be retained.

Any person who refuses to wear PPE as required must be removed from the site. Symbolic signs indicating mandatory PPE requirements must be prominently displayed at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises where additional PPE is required. These signs must comply with the applicable national standard (if one exists).

Contractors must appoint an employee to:

- Control the issuing and replacement of PPE;
- Keep an up-to-date register as proof that items of PPE have been issued to individuals (an employee must sign for the items that he receives);
- Ensure that there is an adequate supply of all required PPE (i.e. maintain PPE stock levels on site); and
- Carry out regular inspections to ensure that PPE is being used correctly, is being maintained in a good, serviceable and hygienic state, and is not being shared between employees.

47.1 Head Protection

A safety helmet (or hard hat) worn correctly will help protect the head in the event of:

- An employee being struck on the head by a falling or flying object;
- An employee striking his head against a fixed or protruding object; or
- Accidental head contact being made with an electrical hazard.

A safety helmet must be worn at all times on a project site, with the following exceptions:

- Vehicle and equipment operators inside enclosed cabs;
- In offices and in office or administration buildings; and
- At designated lunch and break areas (provided that no work is in progress in the immediate break area).

A safety helmet must be worn in accordance with the manufacturer's requirements. A safety helmet must be worn directly on the head. The wearing of a cap or other headgear beneath a safety helmet is prohibited unless the items have been specifically designed to be used in combination (i.e. the arrangement is approved by the safety helmet manufacturer).

The suspension system inside a safety helmet (that acts as a shock absorber) may not be removed. The painting of safety helmets is prohibited. Safety helmets may only be cleaned using a mild detergent and water. No solvents may be used.

47.2 Eye Protection

If an employee is carrying out, assisting with, or working adjacent to any activity where sparks or projectile particles are being generated, where chemical mists or fumes are being generated, where liquids may splash or spray, where harmful electromagnetic radiation (heat or light) is being generated, or where there is a risk of wind-blown particles entering the eyes, then suitable protective eyewear must be worn at all times (i.e. safety glasses, safety goggles, a face shield, a welding helmet, or a combination of these).

Such activities include:

- Working with rotating equipment (e.g. grinders, drills, mills, lathes, and saws);
- Welding and cutting;
- Chipping, chiselling or caulking;
- Using explosive powered tools;
- Abrasive blasting;
- Sanding; and

- Working with chemical substances (e.g. drilling fluids, acids, solvents, paints, pesticides, etc.).

For certain activities, special eye protection is required (e.g. a heat-resistant face shield is required when working near molten metal). Double eye protection is required for activities such as:

- Grinding, cutting, chipping, chasing and reaming (employees must wear both a full face shield and safety glasses or goggles); and
- Arc welding (welders must wear both safety glasses and a welding helmet).

Screens must be erected to protect passers-by, where practical.

Safety glasses must be worn at all times on a project site, with the following exceptions:

- Vehicle and equipment operators inside enclosed cabs with the windows fully closed;
- In offices and in office or administration buildings;
- At designated lunch and break areas (provided that no work is in progress in the immediate break area); and
- When another form of eye protection is required (e.g. safety goggles).

All safety glasses used on site must have suitable permanent side protection.

In strong sunlight, dark safety glasses should be worn to reduce eyestrain and fatigue. However, caution must be exercised when employees are required to frequently move between outdoor and indoor environments. Dark safety glasses may not be worn indoors or in poor daylight conditions. Prescription spectacles with tinted lenses are prohibited inside buildings or other structures with limited illumination unless the lenses are light-sensing and adjust to changing illumination levels.

Employees who wear prescription spectacles (i.e. require corrective lenses) must make use of either:

- Prescription safety glasses (with permanent fixed side shields) that conform to the requirements of a recognised national or international standard (e.g. CSA, ANSI, or equivalent); or
- Over-spec safety glasses or goggles.

The use of contact lenses in certain areas may not be suitable because of increased risk to the eye due to dust or heat.

47.3 Hearing Protection

Local regulations concerning occupational exposure to noise and the use of hearing protection must be complied with as a minimum. "Low noise" tools and machinery must be used wherever possible to reduce noise levels. Where noise cannot be reduced to an acceptable level through engineering and work practice controls, measures must be put in place to minimise the exposure of employees to the noise (i.e. administrative controls and personal hearing protection).

Areas where it is likely that the 95% upper confidence limit of an eight hour L_{eq} mean exceeds 85dB(A), or areas where impulse noise exceeds 140dB(C), must be designated as noise zones. These noise zones must be clearly demarcated and mapped, signs must be posted, and all employees must be made aware of the requirements for working in such an area.

Suitable hearing protection must be worn in all designated noise zones and when carrying out (or working in the vicinity of) any activity where the noise level exceeds 85dB(A).

Where hearing protection is required, a hearing conservation programme (applicable to all personnel and visitors) must be implemented. The programme must include training in the correct

use and proper storage of hearing protection devices as well as replacement requirements. Training must be provided when hearing protection is first issued to an employee and refresher training must be carried out at least annually thereafter. Training records must be retained.

At least two types of personal hearing protection must be made available to employees. The hearing protection devices provided must have adequate noise reduction ratings (i.e. must be able to attenuate the noise level to below 85dB(A)).

Personal hearing protection must be issued on an individual basis and must not be shared. In addition to personally issued hearing protection, suitable disposable hearing protection must be made available at the entrances to all noise zones. All Hearing Protection Devices (except for disposable hearing protection) must be properly inspected and cleaned on a regular basis.

47.4 Respiratory Protection

Designated areas (respirator zones) must be established where:

- It is likely that the 95% upper confidence limit of a Similar Exposure Group's mean exposure concentration exceeds the relevant Occupational Exposure Limit (OEL) for agents resulting in chronic effects, such as total inhalable dust, respirable dust, respirable crystalline silica, PAH, fluorides, lead, mercury, asbestos or non-asbestos fibrous materials; or
- The concentration of an agent (particulate, vapour or gas) with an acute effect exceeds 50% of the relevant OEL.

Note: For a particular hazardous agent, the OEL to be adopted must be either the client's OEL or the OEL specified in local legislation, whichever is the most stringent.

Respirator zones identified must be clearly demarcated and mapped, signs must be posted, and all employees must be made aware of the requirements for working in such an area.

Suitable Respiratory Protection Devices (RPDs) must be worn in all designated respirator zones and when carrying out (or working in the vicinity of) any activity where the risk assessment has identified the need for respiratory protection.

RPD's must be selected based on:

- The type(s) of airborne contaminants that are present (gases, vapours, and particulates and aerosols including dusts, fumes, sprays, mists, and smoke);
- The potential particulate size distribution;
- Substance toxicity; and
- The likely concentrations.

Compatibility with the work tasks and other PPE, comfort (as it affects wear-time), and the ability to communicate adequately, must also be considered.

The risk assessment and method statement for the work to be performed, the information contained in the relevant Material Safety Data Sheets (MSDSs), and the results of any air monitoring associated with the substances to be worked with or activities to be carried out, must be used to ensure that the most suitable RPD is selected.

Only RPDs certified to a recognised standard and approved by the nominated project management representative may be used.

Where respiratory protection is required, a respiratory protection programme (applicable to all personnel and visitors) must be implemented.

The respiratory protection programme must include:

- Periodic inspection of RPDs, including before each use;
- Periodic evaluation (by competent persons) of cleaning, sanitising, maintenance and storage practices;
- Performance of positive pressure and negative pressure fit checks by RPD wearers before each use to ensure that the respirator is functioning properly; and
- Training at first issue of a RPD and regular refresher training thereafter in accordance with regulatory requirements or at least once every two years (the training must cover fit testing, use, cleaning, maintenance, filter cartridge replacement, and storage). Training records must be retained.

RPDs must be used, maintained, and stored in compliance with the manufacturer's requirements as well as the respiratory protection programme. Suitable facilities must be provided for the cleaning and sanitary storage of RPD's.

As a minimum, qualitative and documented fit testing must be carried out (although quantitative fit testing is preferred) to ensure that the use of negative pressure RPDs (including disposable RPDs) is effective. Fit testing must be performed by a competent person when an RPD is first issued and must be repeated periodically in accordance with legal requirements or every two years as a minimum. A policy must be in place requiring a clean shaven face when using a negative or neutral pressure RPD for routine tasks (otherwise a positive pressure RPD must be used). A medical evaluation including a pulmonary function test may be required to determine whether or not an individual is medically fit to wear a respirator.

For air-supplied RPDs, breathing air must be effectively filtered and / or isolated from plant and instrument air, and isolated from sources of potential contaminants. The supplied air must be tested to determine if the air quality complies with the requirements of applicable standards for breathing air.

For nuisance dust, dust masks with a protection level of at least FFP2 must be worn.

47.5 Hand and Arm Protection

Gloves must be worn when handling or working with equipment, materials or substances with the potential to cause injury or illness. Suitable gloves must be selected based on the task to be performed and the specific hazard against which the employee requires protection, such as:

- Sharp edges;
- Sharp points and splinters;
- Abrasive surfaces;
- Hazardous chemical substances (toxic, corrosive, sensitising, etc.);
- Extreme temperatures; and
- Viruses, bacteria and parasites.

47.6 Foot Protection

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

Safety boots must provide the following protection:

- Steel toe cap to protect against crushing (impact and compression forces);
- Leather uppers that provide resistance against water penetration and water absorption;
- Slip resistant soles;

And where a risk assessment identifies the need:

- Puncture resistant soles (i.e. steel midsoles) for protection against sharp objects;
- Chemical resistant soles for protection against spilt chemical substances (such as solvents, hydrocarbons, acids, and alkalis);
- Heat resistant soles for protection against hot surfaces or molten metal; or
- Electrical shock resistant soles for protection (insulation) against live electrical conductors.
- Gumboots with steel toe caps must be worn when working in water or very wet conditions.

47.7 Clothing

All employees working on a project site must wear high visibility protective clothing with reflective taping. Trousers must be long and shirts must be long-sleeved. Shirts must be buttoned at the neck and wrists.

Protective clothing must preferably be made of natural fibres. Short pants, short-sleeved shirts, sleeveless shirts, and vests are prohibited as outer garments (with the exception of a high visibility vest worn over a long-sleeved shirt).

Loose clothing may not be worn where it may become caught in moving machinery or equipment. For hot work (e.g. welding, cutting, etc.), work in the vicinity of molten metal, and any work carried out in the vicinity of an open flame, the protective clothing worn (shirt and trousers) must be made of a suitable fire retardant fabric. Underwear and socks must be made of natural fibres (preferably wool) or fire retardant fabric.

47.8 Body Protection

Suitable body protection must be provided as required to protect employees against specific hazards. A range of work activities require body protection in one form or another, including but not limited to:

- Working in extremes of temperature, such as fire-fighting, attending to a heating furnace, working with molten metal, working in refrigerated environments, etc.;
- Hot work (e.g. welding, burning, cutting and grinding);
- Working with hazardous chemical substances (e.g. acids, solvents, pesticides, etc.); and
- Clean up and disposal of hazardous materials and wastes (e.g. asbestos, hydrocarbons, etc.).

A wide variety of protective garments are available, such as fire-fighting suits, furnace suits, freezer jackets, leather aprons, leather spats, laboratory coats, chemical resistant aprons, chemical resistant (or hazmat) suits, and disposable coveralls. Suitable items must be selected to provide protection against the specific hazard(s) to which an employee is exposed. Hazards must be carefully identified and characterised to ensure that the correct protection is used.

Body protection must be sized properly to prevent tearing, the parting of seams, tripping, or restriction of movement.

47.9 Electrical Protective Equipment

To reduce the risk of electric shock, electrical insulating equipment appropriate for the voltage that may be encountered must be worn when working on energised electrical installations and when working within two metres of exposed energised conductors.

All rubber electrical insulating equipment (including gloves, sleeves, matting, covers, blankets, and line hoses) must be inspected for damage prior to and after each use, and immediately following any incident that can reasonably be suspected of having caused damage.

Rubber insulating equipment with any of the following defects and / or damage may not be used:

- A cut, rip, tear, hole, or puncture;
- Ozone cutting or ozone checking (i.e. the cutting action of ozone on rubber under mechanical stress causing a series of interlacing cracks);
- An embedded foreign object;
- Chemical deterioration (texture changes) such as swelling, softening, hardening, or becoming sticky or inelastic; or
- Any other defect that damages the insulating properties.

Rubber insulating gloves must be electrically tested before first issue and every 12 months thereafter as a minimum. Insulating gloves must also be given an air test along with the daily inspection. Essentially, this involves filling a glove with air and checking for any holes or leakage.

Insulating equipment that fails an inspection or electrical test may be repaired only as follows:

- Rubber insulating line hose may be used in shorter lengths with the defective portion(s) cut off;
- A rubber insulating blanket may be repaired using a compatible patch that results in the patched area having electrical and physical properties equal to those of the blanket;
- A rubber insulating blanket may be salvaged by cutting the defective area off the undamaged portion of the blanket;
- Rubber insulating gloves and sleeves with minor physical defects, such as small cuts, tears, or punctures, may be repaired by applying compatible patches. The patched areas must have electrical and physical properties equal to those of the surrounding material.

Repairs to gloves are permitted only in the area between the wrist and the reinforced edge of the opening.

Repaired insulating equipment must be retested before it is put back into use. Insulating equipment must be cleaned as required to remove foreign substances (using a mild detergent).

Insulating equipment must be stored in such a location and in such a manner so as to protect it from light, temperature extremes, excessive humidity, ozone, and other damaging substances and conditions.

Leather protective gloves must be worn over rubber insulating gloves to provide mechanical protection against cuts, abrasions, and punctures.

Suitable arc flash PPE (e.g. voltage rated gloves, fire retardant clothing, arc rated face shield, arc flash hood, arc flash suit, etc.) must be worn whenever an employee is potentially exposed to an arc flash hazard. The appropriate level of PPE must be worn depending on the task and the potential energy exposure. These PPE requirements must be clearly specified as part of a project-specific arc flash protection programme.

47.10 Jewellery

Necklaces, dangling earrings, and bracelets may not be worn on a project site. No ring or watch may be worn where there is a risk that it may become caught in machinery or equipment. No jewellery or other conductive apparel (such as a key chain or watch) may be worn when carrying out energised electrical work.

47.11 Hair

Scalp hair that is longer than the top of the shoulders must be tied up and restrained within the person's safety helmet or within the collar of his or her overalls, shirt or jacket.

For negative or neutral pressure Respiratory Protection Devices, facial hair must not cause the seal between the respirator and facial skin to be broken (or prevent a seal from being formed in the first place).

47.12 Task-Specific PPE

In addition to the standard PPE required for a project site (including a safety helmet, safety glasses, safety boots, and high visibility protective clothing), the following task-specific PPE must be used as a minimum by any person carrying out or assisting with such a task:

- Arc Welding – safety glasses and welding helmet (i.e. double eye protection), respiratory protection against the specific airborne contaminants being generated (fumes, gases, dusts, etc.), leather welding gloves, leather apron, leather spats, leather yoke (for work above shoulder height), and knee pads for welders in kneeling positions;
- Gas Welding, Cutting or Brazing – gas cutting or welding goggles with shade 4 filter lenses and full face shield (i.e. double eye protection), respiratory protection against the specific airborne contaminants being generated (fumes, gases, dusts, etc.), leather gloves (long cuff for welding and cutting, short cuff may be used for brazing), leather apron, leather spats, and leather yoke (for work above shoulder height);
- Grinding – safety glasses or goggles and full face shield (i.e. double eye protection), hearing protection, respiratory protection where dust or fumes may be generated, leather gloves, leather apron, and leather spats;
- Abrasive Blasting – respiratory protection (air-supplied hood), hearing protection, leather gloves, and leather apron;
- Spray Painting – respiratory protection (air-supplied hood for confined spaces), safety goggles (if the respirator design does not provide this protection), hearing protection where air compressors are used), chemical resistant gloves, and chemical resistant disposable coveralls.

47.13 Sun Protection

The contractor must ensure that all personnel are protected in sunlight through the use of long sleeve shirts, long trousers, brims to safety helmets and UV factored sunscreen. Shade structures must also be made available to all employees.

The contractor must conduct training and awareness sessions with his employees, advising on the risks associated with working in the heat (including dehydration) and the precautions to be taken (e.g. ensuring adequate fluid intake).

48. Fuel / Flammable Liquid Storage and Refuelling

No fuel (diesel, petrol, paraffin, etc.) or any other flammable liquid (paints, solvents, etc.) may be stored on site unless approved in writing by the nominated project management representative.

If the on-site storage of a fuel or a flammable liquid is approved, the contractor must ensure the following:

- The quantity of fuel / flammable liquid to be stored on site must be kept to the minimum that is required;
- The storage area must be located in a well-ventilated area at least 10 metres away from any building, drain, boundary or any combustible material;
- If more than 200 litres of fuel / flammable liquid is to be stored, the tank must be installed / the containers must be positioned within a bund;
- If the fuel / flammable liquid are to be stored in bulk tanks / vessels, then the minimum capacity of the bund must be 110% of the volume of the largest tank / vessel. If many small containers (e.g. 210 litre drums) are to be stored, the bund must be able to contain 25% of the total volume of the stored products;
- The bund must be impermeable. It must have a solid concrete floor and the walls must be constructed out of brick and must be plastered on the inside;

- The bund must be fitted with a lockable drain valve (for draining away rainwater), which must remain locked in the closed position. The valve may only be opened under supervision and in accordance with a written procedure;
- The fuel / flammable liquid storage area may not be used for the storage of any other materials / equipment, and must be kept completely free of all combustible materials (including rubbish, brush and long grass) at all times;
- Access to the storage area must be controlled (wire mesh fencing and gate);
- Appropriate warning signage (i.e. "Flammable Liquid", "No Smoking" and "No Naked Flames") must be prominently displayed at the storage area. The contents and volume of each tank must be indicated;
- In order to contain spillages, the offloading / refuelling bay at the fuel / flammable liquid storage area must have a solid concrete base surrounded by bund walls, ramps or humps and / or spill trenches (covered with steel grating) that lead into a sump;
- Fuel dispensing pumps must be protected against impact damage;
- All fuel / flammable liquid storage tanks and dispensing equipment must be electrically bonded and properly earthed;
- All electrical installations and fittings must be of an approved intrinsically safe type;
- Two 9kg dry chemical powder fire extinguishers must be mounted in an easily accessible position near the entrance gate to the fuel / flammable liquid storage area. Depending on the size of the storage area, additional fire extinguishers may be required to ensure that an extinguisher is no further than 15 metres away from any point on the perimeter of the storage area;
- A fire extinguisher must be at hand wherever refuelling is carried out;
- Smoking or open flames within 10 metres of a fuel / flammable liquid storage / refuelling area is strictly prohibited;
- No petrol or diesel powered vehicle or equipment may be refuelled while the engine / motor is running;
- Cellular phones must be switched off in fuel / flammable liquid storage / refuelling areas;
- Spill clean-up kits (containing a suitable absorbent fibre product) must be provided;
- Any spillages must be cleaned up immediately and all contaminated cleaning materials must be disposed of in accordance with the applicable legislation;
- If a flammable liquid is spilt or is leaking from a container / vessel, the area must be cordoned off and appropriate warning signage must be displayed to keep unauthorised personnel away from the affected area. Every effort must be made to contain the spillage. All hot work in the vicinity must be stopped immediately. If the spilt product is volatile and the possibility exists that a vapour cloud may form, or if the leak or spillage cannot be contained or stopped, then appropriate emergency response procedures must be activated, including the evacuation of all persons in the vicinity. Suitable fire fighting equipment must be positioned ready for use should the spilt product ignite;
- The manual decanting of fuel or a flammable liquid from a large container should only be done using a stirrup pump (or similar) or a purpose-made frame which allows the container / drum to tilt for decanting and then return to the upright position;
- Drip trays must be used wherever required;
- All tanks, drums, cans, etc. containing flammable liquids must be tightly closed and properly sealed except for when a container is being filled or when a product is being decanted;
- The transport or storage of corrosive or flammable liquids in open containers is strictly prohibited;
- Daily-use quantities of fuel (up to a maximum of 20 litres) must be handled in an approved safety can with a flash arresting screen, spring closing lid and spout cover that will safely relieve internal pressure if the can is exposed to fire;
- Where safety cans may be impracticable, only approved metal containers with screw caps may be used. Each container must be clearly labelled to indicate its contents;

- Only small quantities of flammable liquids (paints, solvents, etc.) may be stored within a building. Each product must be kept either in its original container or in an approved container which must be properly sealed. Each container must be clearly labelled to indicate its contents. When not in use, all such containers must be stored in a well-ventilated steel cabinet which must be kept locked to prevent unauthorised access;
- Not even small quantities of flammable liquids may be stored or dispensed in buildings or places of public assembly, in general warehouses, or in buildings containing sources of ignition such as space heaters, cooking devices, open electric motors, motor vehicles, or where welding, cutting, or grinding activities are being carried out;
- Safe Work Procedures must be compiled for the transportation (including delivery), offloading, storage, handling and use of any fuel / flammable liquid on site;
- All personnel that will be required to work with or may come into contact with a flammable liquid must be made aware of the hazards associated with the product and must be thoroughly trained in the safe transportation, use, handling and storage thereof.

49. Fire Protection and Prevention

The contractor must compile a Fire Protection and Prevention Plan for the work that will be carried out on site.

The contractor must assess / survey his area of responsibility and identify locations where the risk of fire is high. Cognisance must be taken of the fact that certain locations may need to be designated as high risk due to the presence of large quantities of flammable or combustible materials / substances. For all high risk areas, the contractor must ensure that additional precautions are taken to prevent fires and strict control is exercised over any hot work (i.e. welding, cutting, grinding, etc.) that is carried out.

The contractor must supply and maintain all required fire-fighting equipment. The type, capacity, positioning, and number of fire-fighting appliances must be to the satisfaction of the nominated project management representative and must meet the requirements of the applicable legislation. Fire mains, hydrants and hose reels will rarely be available on site, so use must primarily be made of portable fire extinguishers.

Fire-fighting equipment, fixed and portable, must be strategically located with a view to being able to rapidly deploy the equipment in order to bring potentially dangerous and destructive fires under control while still in their infancy.

All fire extinguishers (and any other fire-fighting equipment) placed on site must be:

- Conspicuously numbered;
- Recorded in a register;
- Visually inspected by a competent person on a monthly basis (the results of each inspection must be recorded in the register and the competent person must sign off on the entries made); and
- Inspected and serviced by an accredited service provider every six months (the nominated project management representative may require that this frequency be increased depending on the environmental conditions (e.g. high dust levels, water, heat, etc.) to which the fire extinguishers are exposed).

Any fire extinguisher that has a broken seal, has depressurised, or shows any sign of damage must be sent to an accredited service provider for repair and / or recharging. Details must be recorded in the register.

Fire-fighting equipment may not be used for any purpose other than fighting fires. Disciplinary action must be taken against any person who misuses or wilfully damages any fire-fighting equipment.

Access to fire-fighting equipment, fixed or portable, must be kept unobstructed at all times. Approved signage must be in place to clearly indicate the location of each permanently mounted fire extinguisher, fire hose reel, etc.

The contractor must ensure that all persons working in / entering his area of responsibility are made aware of where all fire-fighting appliances and alarm points are located. The contractor must ensure that his employees (and those of any appointed sub-contractors) are trained in fire-fighting procedures and the use of fire-fighting equipment.

The contractor must compile an emergency response procedure detailing the actions that must be taken in the event of a fire or a fire / evacuation alarm. All personnel working within the contractor's area of responsibility must be trained, and all visitors must be instructed, on this procedure. Copies of the procedure must be prominently displayed in the workplace in all languages commonly used on the site.

Used fire extinguishers must be replaced by the contractor without delay.

No hot work (i.e. welding, cutting, grinding, etc.) or any other activity that could give rise to a fire may be performed outside of a designated workshop without a Permit to Work having been issued.

Wherever hot work is being carried out, a fire extinguisher must be at hand. Where the risk assessment determines that it is necessary, a fire watch must be stationed. Supervisors must carry out workplace inspections regularly to ensure adherence to fire prevention measures and procedures.

At the end of every working period (i.e. before each tea / lunch break and at the end of every shift / day), the workplace must be thoroughly inspected to ensure that no material is left smouldering and no condition / situation exists that could give rise to a fire.

The contractor must ensure that all supervisors and all employees carrying out or assisting with any hot work or any other activity that could give rise to a fire have been trained in fire-fighting procedures and the use of fire-fighting equipment. The training must be conducted by an accredited training provider.

When using electrical equipment, all cables must be in good condition and the nearest convenient socket must be used. No power socket may be loaded beyond its rated capacity through the use of adaptors, etc. Makeshift electrical connections are not permitted under any circumstances. Water-based fire-fighting equipment must not be used on electrical equipment or burning liquids.

Each vehicle used on site for work purposes and each item of mobile equipment with a diesel or petrol engine must be fitted with a permanently mounted fire extinguisher. Smoking is only permitted in designated smoking areas. Cigarette ends / butts must be properly stubbed out in the ashtrays provided and never thrown into waste bins.

The contractor must ensure that good housekeeping practices are enforced, as this is crucial to the prevention of fires.

All combustible waste materials must be removed from the workplace on a daily basis (at the end of each shift) and placed in waste receptacles located at least 5 metres away from any structure. The accumulation of waste materials in out-of-the-way places is prohibited. Offices, desks, cabinets, etc. must always be kept tidy and uncluttered. Waste paper bins must be emptied regularly.

The storage of combustible materials under stairways or in attics is prohibited. The storage of any materials against the exterior of a building or any other structure is prohibited. All walkways, passages and stairways must be kept clear (i.e. must be unobstructed) at all times, as they may need to be used as a means of escape.

The areas around and the routes to all exits, fire escape doors, fire hydrants, fire hose reels and fire extinguishers must be kept clear (i.e. must be unobstructed) at all times. "No Smoking" signs must be conspicuously displayed in and around all storage areas / rooms. Waste may not be burned under any circumstances.

No flammable liquid (such as petrol, acetone, alcohol, benzene, etc.) may be used for starting fires or as a solvent for cleaning clothes, tools, equipment, etc. Only solvents approved by the nominated project management representative may be used for cleaning purposes.

Whenever any work is carried out involving the use of a flammable substance / material, the area must be cordoned off and appropriate warning signage (i.e. "No Unauthorised Entry", "No Smoking" and "No Naked Flames") must be displayed.

50. Smoking

The contractor must not permit smoking on site except within designated smoking areas selected in accordance with the applicable legislation. Such an area must be clearly demarcated and the required signage must be displayed.

Any person found smoking or discarding a cigarette butt outside of a designated smoking area may be removed (temporarily or permanently) from site. In all designated smoking areas, adequate non-combustible commercial ashtrays and / or cigarette butt receptacles (butt cans) must be provided.

Ashtrays and other receptacles provided for the disposal of smoking materials must not be emptied into rubbish bins or any other container holding combustible materials. "No Smoking" signs must be strictly observed.

51. Housekeeping

The contractor must maintain all work areas in a tidy state, free of debris and rubbish. Unless directed otherwise, the contractor must dispose of all debris, rubbish, spoil and hazardous waste off site in a designated and authorised area or facility. The contractor must familiarise himself with the waste management plan for the site including collection and disposal arrangements, and must align his waste management activities accordingly.

In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, a nominated project management representative may instruct the contractor to cease work until the area has been tidied up and made safe. Neither additional costs nor contract deadline extensions will be allowed as a result of such a stoppage. Failure to comply will result in a clean-up being arranged through another service provider at the cost of the non-complying contractor.

The contractor must carry out housekeeping inspections on a weekly basis to ensure maintenance of satisfactory standards. The contractor must document the results of each inspection. These records must be maintained and must be made available to the nominated project management representative on request.

The contractor must implement a housekeeping plan for the duration of the contract ensuring that the site housekeeping is maintained. Furthermore, at the end of every shift, the contractor must ensure that all work areas are cleaned, all tools and equipment are properly stored, and construction rubble is removed.

Where the contractor fails to maintain housekeeping standards, the nominated project management representative may instruct the contractor to appoint a dedicated housekeeping team for the duration of the project at the contractor's expense. Littering is prohibited.

52. 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.

53. Stacking and Storage

All irregular shaped items will be stacked at floor / ground level in designated stacking areas on a level, firm base capable of withstanding the weight of the commodities being stacked and stacked in such a manner that the items do not topple over or change position due to subsidence or weight transfer when being moved.

Where these commodities are stacked on shelves or racks, the shelves or racks must be designed to carry the weight of the commodity being stacked. All racks or shelves where heavy material or commodities are stacked will have a weight carrying limitation clearly marked on the structure and have a safety factor of at least +10% of maximum total carrying capacity.

All materials, commodities or articles, which could be damaged due to inclement weather, must be stored under cover. Waste material that is combustible must not be allowed to accumulate in sufficient quantities to create a hazard.

No commodities or equipment may be stacked or stored within 500mm of rolling stock tracks or where mobile equipment travels. The storage of material, small equipment, tools, files and general items in cupboards and on shelves must be neat and controlled at all times. Incompatible substances must not be stored in or on the same cupboard or shelf.

No equipment, tools, files or documents may be stored or stacked on top of cupboards which are higher than 1.5 metres in height.

54. Demarcation

No demarcation of floors is required inside offices.

Temporary demarcation may be used to demarcate areas where there is, for relatively simple reasons, restricted access. Where hazards exist and entry must be specifically excluded for safety or health reasons, hazard tape in any form must not be used in isolation. A robust and substantial barrier of timber, rope or other material must be used in conjunction with barrier tape, to prevent entry to unauthorised persons.

Outside storage areas where it is impractical to use floor demarcation, demarcation may take the form of creosote poles and wire rope or similar. Spans between uprights should be painted yellow.

55. Facilities

Sanitary conveniences must be provided and maintained at a rate of at least one shower facility for every 20 workers, at least one toilet facility for every 10 workers, separate male and female changing facilities and sheltered eating areas.

Where chemical toilets are provided, one toilet for every 10 employees must be allocated. All toilets must be cleaned daily, disinfected and provided with toilet paper. All employees making use of these facilities have the responsibility to help keep the facilities neat, clean and hygienic.

Washing facilities, including soap and towels, must be made available for use by the contractor's employees.

Drainage from all washing / toilet facilities must be properly designed and constructed to prevent employee exposure to waste water (and the associated biological hazards). Waste water may not accumulate or stand in pools at any location on the project site.

Change rooms must be provided and must be kept clean and free from odours at all times. No chemicals, except those normally used for domestic cleaning of these facilities, may be stored in the facilities.

No equipment or items (other than those normally associated with hygiene facilities) may be stored in the facilities. All entrances must be constructed in a way to afford privacy to users.

Drinking water must be provided from an approved source. A sheltered (covered) area must be set aside on site to be used as a dining facility (eating area). Adequate seating must be provided for the maximum number of employees. The facility must be kept clean and tidy.

A suitably sized, impervious receptacle (bin) must be provided for the disposal of waste food and other refuse generated at the dining facility. This bin must be emptied and cleaned regularly (i.e. promptly after meal times).

Food may only be consumed in authorised sheltered areas. Adequate refrigerated storage must be provided to the contractor's employees for the storage of food and drinks. Fridges must not be overstocked and must maintain sufficiently low temperatures.

56. Occupational Health and Hygiene

The contractor must ensure that the exposure or potential exposure of his employees to any of the following health and hygiene stressors is assessed and measured where practical:

- Noise;
- Thermal stress (heat and cold);
- Particulates (dust);
- Silica (free crystalline silica);
- Asbestos;
- Gases or vapours;
- Lead;
- Chemicals;
- Ionising radiation;

- Non-ionising radiation;
- Vibration (hand / arm vibration and whole body vibration);
- Ergonomics; and
- Illumination.

If it is determined that exposure levels for a particular stressor are unacceptable, then a monitoring and control plan must be implemented to manage any risk of overexposure.

Note: Where chemical substances are to be used as part of the refurbishment process, the contractor must ensure that the chemical composition of each substance is known.

Carcinogenic (cancer-causing) ingredients must be specifically identified with due understanding that no chemical known to cause cancer will be permitted for use on site (an alternative will need to be sourced).

TRANSNET Health and Hygiene Department is required to provide the following monitoring services where relevant and required:

- Chemical agents =Gases, vapours, solids, fibres, liquids, dusts, mists, fumes, etc.
- Physical agents =Noise, Vibration, Heat, Cold, Electromagnetic fields, lighting etc.
- Biological agents =Bacteria, fungi, etc.
- Ergonomic factors =Lifting, stretching, and repetitive motion.
- Psychosocial factors =Stress, workload and work organisation

TRANSNET Health and Hygiene must provide the contractor with a project specific health risk assessment in respect of existing Occupational Health Risk on Sites.

The contractor must conduct an Occupational Health Risk Assessment in respect of their project activities. The contractor will be required to appoint an Approved Inspection Authority (AIA) for Occupational Hygiene to conduct Occupational hygiene Surveys should such a need arise.

56.1 Lighting

For all work areas and access ways, if the natural lighting available is inadequate it must be supplemented by artificial lighting to meet the minimum levels required.

A lighting survey to determine luminance must be conducted for all work areas, at least once prior to work commencing for the first time in any area.

Emergency lighting must be provided in all indoor workplaces that do not have adequate natural lighting or in which persons work at night. The emergency sources of lighting that are provided must be such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level, to enable employees to evacuate safely.

Where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance must not be less than 20 lux.

Windows and translucent sheeting must be kept adequately clean and clear of obstructions as far as reasonably practicable. Light fittings, i.e. lenses and reflectors must be kept clean. If a light intensity meter is used, a valid calibration certificate must be available.

Neon lights must not be installed in areas where moving parts of machinery or equipment cannot be fully guarded, i.e. lathes, bench grinders, etc. in order to eliminate the stroboscopic effect. No person may use a portable electrical light where the operating voltage exceeds 50 volts, unless:

- It is fitted with a non-hydroscopic, non-conducting handle;
- All metal parts which may become live are protected against accidental contact;
- The lamp is protected by means of a guard firmly attached to the handle; and
- The cable can withstand rough use.

No person may use a portable electric light in damp or wet conditions or in closely confined spaces, inside metal vessels or when in contact with large masses of metal, unless:

- The lamp is connected to a source incorporating an earth leakage; and
- The operating voltage of the lamp does not exceed 50 volts.

All lighting on site must comply with the requirements of the Environmental Regulations for Work Places GNR2281 of 16 October, 1987.

56.2 Noise

A hearing conservation program must be implemented and protection against the effects of noise exposure must be provided when the noise exposures equal or exceed an 8-hour time-weighted average sound level of 85 decibels measured on the A-weighted scale of a standard sound level meter at slow response.

For the hearing conservation program to be effective it must include as a minimum:

- Monitoring of the workplace to determine the representative exposure of employees to excessive noise levels;
- An audiometric testing program for employees, which must include:
 - A baseline audiogram for all employees exposed to noise levels equal to or in excess of the standard;
 - Audiograms for each overexposed employee at a frequency determined by the OMP;
 - Analysis of audiogram results with retesting and/or referral to an otolaryngologist or qualified physician when a significant threshold shift (STS) occurs; and
 - Written employee notification of the STS.
- A training program for all employees exposed to noise;
- Provision of personal protective equipment to all affected employees when administrative or engineering controls fail to reduce sound levels to within the levels of the standards.

Monitoring of employee exposures to noise shall be conducted by an Approved inspection Authority (AIA).

The monitoring requirement may be met by either area monitoring or personal monitoring that is representative of employee exposures. Personal monitoring is preferred, and may be required based on the type(s) of noise sources.

For purposes of the hearing conservation program, employee noise exposures shall be computed in accordance with local legislation. A person-task specification shall be available for every job category and shall be submitted with an employee for audiometric testing.

Audiometric test results obtained from the pre-employment medical examination for a new employee shall be used as the baseline audiogram. Testing to establish a baseline audiogram shall be preceded by at least 14 hours without exposure to workplace noise.

Hearing protectors shall not be used as a substitute for the requirement that baseline audiograms be preceded by 14 hours without exposure to workplace noise. Employees shall be notified of the need to avoid high levels of non-occupational noise exposure during this 14-hour period.

Record-keeping for the audiogram shall include, as a minimum:

- Name and job classification of the employee;
- Date of the audiogram;
- The examiner's name;
- Date of the last acoustic or exhaustive calibration of the audiometer;
- Employee's most recent noise exposure assessment.

Audiometric test results shall be maintained in the employee's medical file. To control noise exposure, its three basic elements shall be examined, i.e. source of the sound, travel path, and effect on receiver or listener. Solution of a given noise problem might require alteration or modification of any or all of these three basic elements.

Controlling noise at the noise source can be achieved by the following:

- Select quiet equipment initially. In selecting quiet equipment the following features shall be considered:
 - Low-noise certification;
 - Advertisement of "quiet" operation, evidence of noise control design;
 - Evidence of "lower" and "slower" operating characteristics;
 - Side-by-side noise testing of equipment; and
 - "On-site" or "in operation" inspection of mechanical equipment before purchase.
- Reduce operating noise by considering the following control measures:
 - Reduce impact or impulse noise by reducing weight, size, or height of fall of impacting mass;
 - Reduce speed in machines and flow velocities and pressure in fluid systems;
 - Balance rotating parts – to control machinery noise and vibration of fans, fly wheels, pulleys, cams, etc.
- Reduce frictional resistance between rotating, sliding or moving parts in mechanical systems: frequent lubrication, proper alignment of moving parts; static and dynamic balancing of rotating parts; correction of eccentricity or "out-of-roundness" of wheels, gears, rollers, pulley, etc.;
- Reduce resistance in air or fluid systems: use of low flow velocities, smooth boundary surfaces of duct or pipe systems, and long-radius turns and flared actions in pipes, etc., to reduce turbulence noise;
- Isolate vibration elements in machinery; install motors, pumps, etc. on most massive part of machine; use belt or roller drives in place of gear trains; use flexible hoses and wiring instead of rigid piping and stiff wiring, etc.
- Apply vibration damping materials such as liquid mastic; pads of rubber, felt, foam or fibrous blankets; or sheet metal visco-elastic laminates or composites to vibrating machine surfaces; and;
- Reduce noise leakage from the interior of machines such as compressors by sealing or covering all openings or applying acoustical materials to machine interiors.

Controlling noise in the transmission path can be achieved by the following:

- Separate the noise source and receiver as much as possible;
- Use sound-absorbing materials on ceiling, floor or wall surfaces as close to the machine as possible;
- Use sound barriers and deflectors in the noise path;
- Use acoustical lining on inside surfaces of such passageways as ducts, pipe chases, or electrical channels;
- Use mufflers, silencers or snubbers on all gasoline or diesel engines, regardless of size; and particularly on equipment when large quantities of high-pressure, high-velocity gases, liquids, steam or air are discharged into the open air; and

- Use vibration isolators and flexible couplers where the noise transmission path is structure borne in character.

Protection for the receiver – when engineering controls fail to reduce the levels to within the levels specified in local legislation, the following measures shall be implemented:

- Personal protective equipment shall be provided and replaced as necessary at no cost to employees;
- Supervisors shall ensure that hearing protective devices are worn by all employees who are exposed to a time-weighted average of 85 decibels or greater and who have experienced a significant threshold shift;
- Employees shall be given the opportunity to select their hearing protectors from a variety of suitable protectors.

Noise zones shall be indicated by means of signs at every entrance to such zones. When noise levels exceed 100 dB(A), a combination of earplugs and earmuffs may be required to achieve protection of the worker. It is important to note that using double protection will add only 5 to 10 dB of extra attenuation above that of a single Hearing Protection Device. Where an earmuff and earplugs are used together, OSHA recommends using this simple calculation: Take the higher rating of the two devices, and add five. Hearing Protection Devices should be worn for the full noise exposure period.

Where an audiometry programme is required, it must meet the following standards:

- All testing must be by pure tone audiometry in an approved audiometry booth or quiet room, with measured noise levels less than 40 dB(A);
- The initial audiogram must be taken prior (minimum of 24 hours) to exposure to significant noise. Further audiograms must be taken periodically; annually where exposures are over 85 dB(A) Leq or where continued deterioration to hearing is occurring;
- Testing must be performed by trained and competent personnel;
- Audiometers must be calibrated according to the manufacturer's guidelines. As a minimum these will be a weekly biological calibration using an employee unexposed to noise, or a bio-acoustic simulator, and an annual quantitative check. All results must be documented; and
- Audiograms must be read by trained persons who will identify any increasing hearing loss and then determine if this is noise induced. Any employee with a significant downward shift in one or both ears (measured as an average non age-adjusted loss from baseline of 10 dB at 2, 3 or 4 kHz) must be retested following removal from noise for a minimum of 24 hours, usually after a days-off period. If the downward shift persists the employee must be reviewed by a physician and improved hearing protection considered.

56.3 Particulate and Gas / Vapour Exposure

Designated areas must be created where:

- It is likely that the 95 per cent upper confidence limit of a Specific Exposure Group's (SEG) mean exposure concentration for agents resulting in chronic effects (such as total inhalable dust, respirable dust, respirable crystalline silica, PAH, fluorides, lead, mercury, asbestos or non-asbestos fibrous materials) exceeds the relevant OEL; and
- Agents with an acute effect, such as particulate hazards, or gases (e.g. CO, SO₂, NH₃, HF, etc.), or vapours exceed 50 per cent of the relevant OEL.

Designated areas must:

- Be identified and mapped, signposted or otherwise clearly communicated to employees working in the area. Signposting, where necessary, must use appropriate wording or symbols on signs to identify the hazard;
- Have a documented respiratory protection programme based on suitable risk assessment and standards, which is applied to employees, contractors and visitors;

- Have regular monitoring of SEGs working in the area; and
- Have a formal review of the practicality of engineering controls at least every two years, or less where it is a critical control for a significant risk.

Particulate and gas / vapour monitoring must be appropriate to the exposure conditions and toxicants, and based on the use of equipment approved by local regulatory authorities, as per documented methods.

Where risk assessment indicates the possible presence of levels of gas or vapour sufficient to cause health effects in less than one shift (e.g. confined space entry), continuous monitoring is required as long as the potential for harm exists.

Employees and contractors must be covered by a medical surveillance programme when:

- Their Specific Exposure Group TWA mean exposure to respirable crystalline silica, total inhalable dust, respirable dust, lead or asbestos is greater than 50 per cent of the relevant OEL;
- The medical adviser considers that it is advisable; or
- There is a legal requirement for medical monitoring.

Where risk assessment indicates a risk of a respiratory condition, assessment programmes must include chest x-rays and / or lung function tests. The test or tests chosen must enable the earliest detection of adverse effects from the exposure of concern. Where indicated, they must meet the following standards:

- High quality chest x-rays will be taken every five years, unless local legislation requires these to be more frequent;
- All chest x-rays for pneumoconiosis surveillance will be read to International Labour Organisation (ILO) standards by an ILO B reader, wherever possible, and if not, by a competent radiologist using verifiable quality criteria;
- Any progression of more than one step on the ILO extended scheme to a reading above 1/0 will be reviewed by a physician;
- Any reading suggesting active lung disease will be reviewed by a physician; and
- All spirometry will be performed by trained staff following the American Thoracic Society guidelines or equivalent and be offered at a frequency determined by the likely rate of detectable change in lung function.

Controls must be of an adequate standard such that surfaces are adequately cleaned to avoid:

- Dust generation due to material dislodgment (e.g. windblown), where practicable; or
- Fume generation from accumulated dust during welding / heating or cutting operations.

Where risk assessment indicates the need to reduce exposures to toxic substances for employees or their families, good personal hygiene must be enforced. The programme must include:

- No smoking, eating or drinking in designated hazard areas;
- Washing of hands and face prior to drinking, eating or smoking;
- Showering at work post shift or after exposure to 'dirty' conditions; and
- Laundering of contaminated clothing by the contractor.

Abrasive blast cleaning must be conducted so as to protect worker health and minimise dust emissions. Substitutes must be used whenever practicable for abrasives containing crystalline silica. However, if such abrasives are used, workers must be aware of the hazards and exposure monitoring conducted. The hazardous properties of alternative materials must be considered before use.

Where required, training in the recognition of signs and symptoms of hazardous particulate and gas / vapour exposure, emergency procedures and preventative measures must be provided.

56.4 Respiratory Protection Devices

The selection of Respiratory Protection Devices (RPD's) must be based on:

- The potential particulate size distribution, gas / vapour types, substance toxicity and likely concentrations;
- Compatibility with the work tasks and other PPE; and
- Comfort (as it affects wear-time) and allowance for adequate communication.

Only RPD's approved by the nominated project management representative may be used. Suitable facilities must be available for cleaning and sanitary storage of RPD's.

Half-mask and full-face air-purifying respirators must NOT be used where:

- The atmosphere is oxygen deficient (< 19.5 per cent);
- The atmosphere is immediately dangerous to life or health (e.g. in areas where CO concentrations are > 1500 ppm, HF > 30 ppm or NH₄ > 300 ppm);
- Gases and vapours are more than ten times their OEL or greater than 1000 ppm for half-mask respirators, or more than 100 times their OEL for full-face respirators; or
- Particulates are more than five times their OEL for half-mask respirators, or more than 50 times their OEL for full-face respirators.

For atmospheres that are oxygen deficient, or contain unknown hazards, or have concentrations of gases and vapours that are unknown, or could potentially exceed levels that are immediately dangerous to life or health, an air-supplied type respirator must be worn.

For effective use of negative pressure RPD's (including disposable RPD's), fit testing must be qualitative and documented as a minimum, although quantitative fit testing is preferred. Fit testing must be performed by a competent person when RPD's are first issued and must be repeated periodically according to legal requirements or two-yearly as a minimum frequency. There must be a policy requiring a clean shaven face when using a negative or neutral pressure RPD for routine tasks, or the use of a positive pressure RPD will be required. A pulmonary function test and medical evaluation may be required to determine whether or not an individual is medically fit to wear a respirator.

For air-supplied RPD's, breathing air must be effectively filtered and / or isolated from plant and instrument air, and isolated from sources of potential contaminants. The quality of the breathing air must be checked for conformance with applicable standards.

The respiratory protection programme must include:

- Periodic inspection of RPD's, including before each use;
- Periodic evaluation of cleaning, sanitising, maintenance and storage practices by competent persons;
- Performance of positive and negative fit checks before each use by RPD wearers to ensure that the respirator is functioning properly; and
- Training at first issue of a RPD and regular refresher training thereafter in accordance with regulatory requirements or at least once every two years.

56.5 Hazardous Chemical Substances

No chemical substance may be brought onto site unless it has been approved for use by the nominated project management representative. The contractor must develop and maintain a hazardous chemical substance register specifying as a minimum the type and volumes of substances on site.

If the contractor wishes to make use of a chemical substance that does not appear on the register, then the contractor must provide the following minimum information to the nominated project management representative for review PRIOR to bringing the substance onto site:

- A detailed 16-point Material Safety Data Sheet (MSDS) issued by the manufacturer / supplier of the substance;
- The reason for wanting to bring the substance onto site (i.e. the intended use of the substance);
- The proposed method of transportation;
- The proposed arrangements for the safe storage of the substance;
- The quantity to be stored on site;
- The proposed methods for handling / using the substance (including PPE);
- The proposed method of disposal of the waste;
- Proof that the contractor is able to readily provide the necessary first aid measures as specified in the MSDS; and
- A risk assessment covering the transportation, use, handling, storage and disposal of the substance with specific reference to the substance's compatibility with other chemicals.

This information must be provided at least five (5) working days prior to the date on which the contractor intends to bring the substance onto site for use. Any chemical substance brought onto site without adherence to the requirements stipulated above shall be removed from site immediately.

If the nominated project management representative approves the substance for use, the contractor must ensure that all necessary precautions are taken concerning the transportation, use, handling, storage and disposal of the substance, and that all required PPE and first aid materials / equipment (as stipulated in the MSDS) are readily available on site.

The contractor must ensure that a Material Safety Data Sheet (MSDS) is obtained for each chemical substance brought onto site. A file, or files, containing all of the MSDS's must be maintained and must be readily available to all personnel on site (particularly first aiders) as well as other potentially affected parties (e.g. emergency services personnel, persons from the local community, etc.). The MSDS's must be in the language(s) commonly used on site.

The contractor must appoint a trained and competent Hazardous Chemical Substances Coordinator who understands and is able to evaluate the risks associated with a wide variety of substances. This person shall be responsible for:

- Assessing the hazardous properties and risks associated with all chemical substances brought onto site by the contractor and appointed sub-contractors (using the MSDS's);
- Determining precautions and safe practices for transportation, use, handling, storage and disposal (including PPE requirements) (using the MSDS's);
- Determining first aid and emergency response requirements / procedures (using the MSDS's);
- Maintaining the MSDS file;
- Managing and monitoring the consumption of inventory; and
- Providing an "as needed" service to site personnel and suppliers.

The risks associated with the transportation, use, handling, storage and disposal of all hazardous chemical substances brought onto site must be assessed and managed by the contractor through a process that incorporates risk reduction using the hierarchy of controls as described as described by this Specification. Whenever a task-based risk assessment is carried out, consideration must be given to the use of chemical substances (e.g. greases, solvents, etc.).

The contractor must provide Safe Work Procedures for the transportation, use, handling, storage and disposal of all hazardous chemical substances to be used on site.

The contractor must provide his employees with all of the Personal Protective Equipment that is necessary to prevent exposure / injury while handling / using the hazardous chemical substances that they will be required to work with. Appropriate PPE must be selected with consideration given to the potential hazards, permeability, penetration, resistance to damage and compatibility with the work tasks.

The contractor's employees must be trained in the safe transportation, use, handling, storage and disposal of the hazardous chemical substances that they will be required to work with or may come into contact with. The training must specifically address PPE requirements (including the correct selection, fitment and use thereof).

All personnel must be trained to understand the potential health effects associated with exposure to hazardous chemical substances and therefore the importance of Safe Work Procedures and PPE. All personnel must be trained on emergency response procedures and first aid measures. Behaviour-based observations and coaching must include the use / handling of hazardous chemical substances.

An appropriate occupational exposure monitoring and medical surveillance programme must be in place for all personnel potentially exposed to hazardous chemical substances which have the potential to cause immediate or long-term harm.

Emergency showers and eyewash stations must be provided where required by law, or where a risk assessment indicates a need. The emergency showers and eyewash stations must be appropriately located, signposted, and regularly tested and maintained. Employees must receive training on the location and use of the showers / eyewash stations.

An emergency response plan for incidents involving hazardous chemical substances must be in place. Regular and appropriately staged emergency drills (possibly involving external spill response and ambulance support services) must be held and lessons learnt must be incorporated into the emergency response plan.

The contractor must provide appropriate storage facilities for all hazardous chemical substances to be used on site. The storage facilities must be secure and protected from damage. They must also be designed for easy access for firefighting purposes. Where applicable, the storage facility must protect chemical containers from physical damage due to temperature extremes, moisture, corrosive mists or vapours, and vehicles.

The inventory of hazardous chemical substances stored on site must be kept to a minimum. The quantity of each chemical stored must be justifiable.

Storage and segregation requirements for all hazardous chemical substances to be used on site must be based on:

- The quantities of the substances stored;
- The physical state of the substances (solid, liquid or gas);
- The degree of incompatibility; and
- The known behaviour of the substances.

Access to areas where hazardous chemical substances are stored and handled must be limited and controlled.

Every chemical substance container must be adequately and clearly labelled to identify its contents, to indicate precautionary requirements for the substance, and to indicate the date of expiry (if applicable). Pipes used to transfer / convey / distribute chemical substances must be clearly identified (e.g. colour coding). Directional flow must be indicated where practical.

Before any item, equipment or empty container containing a chemical residue is disposed of as general waste, it must be properly decontaminated (where applicable). Before being disposed of, empty chemical containers must also be rendered unusable for carrying water (by puncturing, cutting or crushing them).

Hazardous chemical substance waste (i.e. redundant / expired hazardous chemical substances, containers containing residues, contaminated items / materials, etc.) must be disposed of in accordance with the applicable legislation.

Maintenance, inspection and testing schedules and procedures must be in place for critical equipment associated with hazardous chemical substances. A system must be in place to ensure that the risks are assessed before any changes are made to equipment and / or processes for the transportation, storage, handling, use or disposal of a hazardous chemical substance.

A programme must be in place to continually investigate possibilities / opportunities for replacing hazardous substances with safer alternatives.

56.6 Thermal Stress

Hot areas or activities where employees have experienced or could experience excessive fatigue, muscle cramp, dehydration, dizziness and other symptoms of heat stress must be identified and described.

Where a risk of thermal stress is determined, a competent person must conduct monitoring surveys on site, in consultation with workers.

For defined extreme thermal conditions and job activities, medical examinations must include information about the operator's physiological and biomedical aspects, and an assessment of fitness for the working conditions.

Cold areas or activities where employees have experienced or could experience pain or loss of feeling in extremities, frostbite, severe shivering, excessive fatigue and other symptoms of cold stress must be identified and described.

Workplace thermal stress levels (temperature, air movement, humidity, etc.), activities (work level, etc.) and conditions (clothing, health, etc.) that have the potential to exacerbate thermal stress effects must be adequately characterised and described. Workplace exposure assessment must be repeated according to regulatory requirements or whenever there is a change in production, work organisation, process or equipment which may impact thermal stress levels.

Detailed heat stress assessment of identified tasks or jobs must be tiered to:

- Commence with the use of a simple heat stress index as a screening tool; then, if necessary;
- Use rational heat stress indices in an iterative manner to determine the 'best' control methods for alleviating potential heat stress; and
- Undertake physiological monitoring when exposure times are calculated to be less than 30 minutes, or where high level PPE that limits heat loss must be worn.

Detailed cold stress assessment of identified tasks or jobs must be conducted according to current appropriate guidelines that incorporate a cold stress index, to determine the 'best' control methods for alleviating potential cold stress.

When a risk of thermal stress is identified, the following exposure controls must be implemented:

- An acclimatisation period for new workers and those returning from extended leave or sickness;
- Training in the recognition of signs and symptoms of heat or cold stress, emergency procedures and preventative measures;
- Protective observation (buddy system or supervision); and
- A requirement for self-paced working.

The following exposure controls must be considered by a competent person:

- Work / rest regimes and job rotation based on measurements conducted;
- Suitable rest areas with a provision of cool drinking water and cool conditions for high temperatures, or provision of warm drinks and warm conditions for cold temperatures;
- Selection of appropriate clothing or other PPE for extreme temperature conditions;
- The use of engineering controls; and
- Undertake hot / cold tasks during a cooler / warmer time of the day.

Where thermal stress is assessed to be a risk, the operation must develop a suitable emergency response plan.

56.7 Fitness for Work

The contractor must develop and implement a programme to manage employee fitness for work. All employees working on site for whom the contractor is responsible (i.e. direct employees of the contractor as well as the employees of any appointed sub-contractors) must be subject to this programme.

All safety critical jobs (i.e. roles where fatigue or other causes of reduced fitness for work could lead to serious injury, illness or death to employees, significant equipment / plant damage, or significant environmental impact) must be identified and the risks associated with reduced fitness for work in these roles must be assessed.

A programme to manage these risks must be implemented, and it must include:

- Mechanisms for managing fatigue, stress and lack of fitness;
- An alcohol and other (including prescription, pharmaceutical or illicit) drugs policy that includes testing;
- An Employee Assistance Programme providing confidential access to resources and counsellors; and
- Training and awareness programmes.

Each employee has an obligation to present himself fit for work at the start of the day / shift, and to remain fit for work throughout the work period. Reporting for work under the influence of alcohol or any other intoxicating substance will not be tolerated. Any transgression concerning the alcohol and other drugs policy applicable to the project may result in the offending employee's access to the project premises being temporarily or permanently withdrawn.

Alcohol and drug testing on the project premises will be carried out randomly (as employees report for duty and during the course of the day / shift), following any incidents (all persons involved),

and whenever there is reasonable suspicion. Alcohol and drug testing must also be carried out as part of a Pre-Employment Medical Examination.

Sleep deprivation during shift work or from excessive working hours is a known cause of fatigue. Fatigued employees are at increased risk of accidents. Shift system design must consider:

- The effect on worker fatigue;
- The effects of activities carried out during scheduled and overtime hours;
- The impact on sleep cycles of activities such as commuting to and from site; and
- The monitoring and control of working hours.

The contractor is responsible for the administration of the working hours of his employees as well as the employees of any appointed sub-contractors. The maximum working hours per day and the minimum rest times between shifts must be specified in the contractor's Health and Safety Management Plan and must comply with all applicable legislation.

All employees are required to undergo fitness assessments (medical examinations) which must be carried out prior to the commencement of employment on the project, prior to a change in role, periodically based on an employee's individual risk profile, and on termination of employment on the project:

- Pre-Employment Medical Examination – to assess the physical suitability of the person for the role and environment in which he will work (carried out prior to the commencement of employment on the project and prior to induction). The contractor must take note that employee medicals for this project must include a drug test;
- Periodic (Surveillance) Medical Examination – to assess the ongoing physical condition of an employee to determine if his role is impacting on his health and whether the employee's fitness level is still adequate for the role he holds (these medical examinations are "risk driven" – the specific protocol followed and the frequency of the examinations will depend on the applicable legal requirements and the employee's individual risk profile as determined by his personal fitness, the nature of his role / duties, and the environment in which he works / occupational health hazards to which he is exposed).
- The periodic medical assessment programme must include:
 - ♦ The identification of modifiable risk factors that may impact fitness for work;
 - ♦ Education and support to maintain health or address identified risk factors; and
 - ♦ Education and support to help employees regain their fitness for work.
- Role Change Medical Examination – to assess an employee's physical suitability for a different role and work environment (carried out prior to a change in role / duties);
- Exit (Post-Employment) Medical Examination – to determine the total physical impact of the work the employee performed (carried out on termination of employment on the project).

Note: The results of an Exit Medical Examination from previous employment will not be accepted as a Pre-Employment Medical Examination.

Note: The medical examinations described above may only be carried out by an Occupational Medical Practitioner.(i.e. a medical doctor who holds a qualification in occupational medicine).

A detailed job (role) description and an exposure profile (noise, dust, heat, fumes, vapours, etc.) must be provided for each employee or group of employees. The medical examinations that an employee undergoes must be based on (i.e. the employee's fitness must be assessed against) the information contained in these documents as well as the baseline risk assessment for the work. This information must be made available to the occupational medical practitioner performing the medical examination.

For each role, the medical criteria for fitness must be documented and these must be based on an evaluation of the physical and medical requirements for the role. Depending on the circumstances, certain vaccinations may need to be provided to employees.

The medical examinations carried out for all drivers and operators must include testing / assessment for medical conditions that could affect the safe operation of vehicles or equipment.

Specific testing / questioning must be carried out to determine if an individual:

- Suffers from epilepsy or any other medical condition deemed to be a risk by the occupational medical practitioner;
- Makes use of chronic medication that could affect performance;
- Is colour-blind; or
- Has poor day or night vision.

The medical examinations carried out for employees that are required to work at height must include testing / questioning to determine if an individual suffers from epilepsy, hypertension (high blood pressure) or any other medical condition deemed to be a risk (with regard to working at height) by the occupational medical practitioner. Electricians must be tested for colour-blindness.

With regard to the placement of new employees:

- Prospective employees must be referred to a suitable occupational medical practitioner (doctor) for a "Pre-Employment Medical Examination";
- If an individual is found to be medically "unfit for placement", the doctor will indicate which work activities cannot be performed by the person;
- The individual may still be employed on the project if his medical restrictions can be accommodated and provided that no legislation is transgressed.

A process must be established to manage medical restrictions that may be placed on an employee. For every employee with a medical restriction, regular follow up visits with the occupational medical practitioner must be arranged to ensure that each case is proactively managed.

An employee in a safety critical job must report (to his supervisor) any condition that might impair his ability to safely perform the duties associated with his role. A mechanism must be in place for such reports to be referred to an occupational medical practitioner to determine if the employee is fit to continue with his work.

Proof of all medical examinations (i.e. certificates of fitness signed by an occupational medical practitioner) must be kept on site and these records must be readily available for inspection by the nominated project management representative.

An employee's certificates of fitness must be included in his Personal Profile (dossier). If an Employee Personal Profile (dossier) hasn't already been compiled for a particular employee, then this must be done without delay following the employee's Pre-Employment Medical Examination. No employee may commence work on site without proof that he has undergone a Pre-Employment Medical Examination.

Occupational medical examinations and data interpretation may only be carried out by medical practitioners that are appropriately qualified and certified to do so. Occupational medical data contained in reports to management must be grouped and summarised to ensure that the confidentiality rights of each individual employee are maintained. All occupational medical data and records must be retained for at least 40 years.

56.8 Legionnaires Disease

All equipment with the potential for generating Legionella (such as cooling towers and associated equipment, air-handling systems, hot water services and showers) must be identified and the risks of contamination and aerosol generation assessed.

Where there is an assessed risk that Legionella could grow in the system and cause harm, a programme must be in place such that:

- All such equipment is identified on a register. The register must contain details of the regular maintenance, cleaning and checking programmes;
- Control measures are in place to minimise aerosol emissions;
- There must be a documented water treatment programme, including procedures for inspection, assessment and maintenance of the controls; and
- New or retrofitted equipment is designed and constructed to minimise the risk of Legionella growth.

Where available, the Legionella plate count test should be used if more effective methods are not available.

Good maintenance procedures must be followed to minimise the risk of significant contamination of equipment with other bacteria and microbial organisms.

Adequate procedures must be available for disinfecting systems if significant concentrations of Legionella bacteria are present. Once disinfected, systems must be retested to confirm effectiveness of treatment.

56.9 HIV / Aids

The contractor must assess the risks posed by HIV. Appropriate mitigation strategies must be implemented as required. Discrimination towards employees on the basis of actual or perceived HIV status is forbidden. All information on the HIV status and condition of employees including that relating to counselling, care and treatment and receipt of benefits, must be maintained in medical confidence.

HIV / AIDS screening may not be a requirement for recruitment or a condition of employment.

56.10 COVID 19 Management

The Contractor must ensure compliance to COVID-19 management protocols as gazetted by South African Government legislation and regulations as well as Transnet COVID-19 Guidelines and associated annexures.

56.11 Measuring and Monitoring

The workplace exposure (or potential exposure) of persons to hazardous substances or agents must be measured and monitored to determine the effectiveness of control measures as well as compliance with legal and other requirements, particularly Occupational Exposure Limits. All such measuring and monitoring must be carried out by an Approved Inspection Authority (i.e. a specialist service provider that is appropriately registered with a governing authority).

A plan for measuring and monitoring occupational exposure must be developed and it must include, as a minimum:

- Detail of what must be measured and monitored, based on a risk assessment and / or identified legal or other requirements;
- The frequency of measurement and monitoring;
- A description of the necessary equipment;

- Data quality requirements and controls (including details on the sample size for statistical validation and any rejection criteria);
- The sampling and analysis method(s) including any laboratory certification requirements; and
- The competency requirements for persons carrying out workplace monitoring.

Each instrument and item of equipment used for occupational exposure measurement and / or monitoring must be:

- Properly maintained to ensure compliance with legislative requirements;
- Controlled and safeguarded from unintentional adjustments;
- Suitably stored and protected from damage; and
- Calibrated or verified against a traceable standard at specific intervals (calibration records must be retained).

Each analytical laboratory service that is used must have implemented a credible quality assurance or quality control programme.

All monitoring results obtained must be analysed on a regular basis to:

- Identify trends and potential exceedances of legal or other requirements (such as Occupational Exposure Limits);
- Identify inconsistent or unusual results;
- Evaluate the effectiveness of existing control measures;
- Measure performance against stated objectives; and
- Identify continual improvement opportunities.

Each exceedance of a specified requirement or limit must be recorded, investigated and reported. Appropriate corrective actions must be identified and implemented.

57. Emergency Preparedness and Response

The contractor must develop, implement, test and maintain an Emergency Response Plan (incorporating emergency evacuation procedures) that focuses specifically on the contractor's team and work activities. The plan must be risk-based and must detail the procedures that must be followed when responding to all potential emergency scenarios such as a medical emergency (including first aid response), a fire, an explosion, a hazardous substance spill, flooding, rescue from height, rescue from a confined space, etc.

Potential off-site emergency scenarios must be included (e.g. emergency scenarios related to the transport of personnel, the transport of hazardous materials, and personnel performing work in remote locations).

Consideration must be given to surrounding Port users and tenants, and to the availability and capability of local emergency services. Details of any arrangements with external emergency response service providers must be included.

The Emergency Response Plan must satisfy and comply with all applicable legal requirements. The plan must be adequately resourced to ensure effective implementation. These resources must include appropriate personnel, external emergency response service providers, emergency response equipment, and warning devices. All equipment and warning devices must be identified, maintained and tested to ensure availability at all times.

Accountability for the Emergency Response Plan must be clearly defined. An Emergency Response Team (ERT) responsible for the implementation, management and execution of the Emergency Response Plan must be established. The roles and responsibilities of each team member must be

clearly defined in the plan. Each team member must receive appropriate training to ensure that each role is performed competently.

The process for managing incident communication, notification, and reporting must be incorporated into the Emergency Response Plan. The responsible person(s) must be clearly identified, and the protocols for communicating with internal and external stakeholders must be defined.

Emergency evacuation procedures must be developed and included in the Emergency Response Plan. A copy of the plan must be provided to the nominated project management representative for approval prior to site establishment. The Emergency Response Plan must be formally reviewed (and amended if necessary) when project needs require, and following any emergency situation, to ensure that it remains appropriate and effective.

At each project work site, as a minimum:

- A suitable evacuation alarm (siren) must be provided. All persons working in an area where an evacuation alarm is sounded must respond to it immediately.
- Suitable fire-fighting equipment must be provided and maintained, and personnel must be trained in fire-fighting procedures and the use of fire-fighting equipment.
- Suitable first aid equipment and supplies must be provided and maintained, and an adequate number of appropriately trained First Aiders must be in place.
- Emergency assembly points positioned in safe locations away from buildings, plant and equipment must be designated (and conspicuously signposted). In the event of an evacuation, all persons (i.e. personnel and visitors) must assemble and be accounted for at these emergency assembly points.
- All personnel must receive awareness training on the applicable emergency response procedures, and all visitors entering the site must be properly instructed in these procedures.
- The emergency response procedures must be displayed on each notice board.
- A diagram (site plan) indicating evacuation routes, emergency assembly point locations, and the positioning of emergency equipment (fire extinguishers, first aid boxes, etc.) must be prominently displayed in all buildings and plants, in all offices, on all notice boards, and in other locations on the site as may be required.
- An up-to-date list of emergency telephone numbers must be compiled and maintained. A copy of this list must be posted at each site entrance, in each office, near each telephone, and on every notice board.
- Emergency response drills must be conducted to test the effectiveness of the emergency procedures and equipment, as well as the knowledge and proficiency of the response personnel. Where appropriate, drills must include liaison with and the involvement of external emergency response service providers. A variety of emergency scenarios must be tested including, but not limited to, medical emergencies, fires, rescues, and hazardous substance spills. A drill must be carried out one month after site establishment and then again six months thereafter.

Each drill must be monitored and the outcomes (highlights and shortcomings) must be documented. Corrective actions must be identified and implemented to address the shortcomings, and the Emergency Response Plan and associated procedures must be amended as required.

57.1 Fire Fighting

The contractor must ensure that Fire Fighting requirements are complied with.

57.2 First Aid

The contractor must ensure that First Aiders are trained and appointed as described in this Specification and in accordance with relevant legislative requirements.

57.3 First Aid Kits

A suitable first aid kit (i.e. appropriate to the level of training) must be readily available to each First Aider. All kits must be provided and maintained by the contractor.

Taking into account the type of injuries that are likely to occur in the workplace, each first aid kit must contain suitable equipment and supplies. First aid equipment and supplies required by applicable legislation must be provided as a minimum.

The contents of each first aid kit must be kept clean and dry. Each kit must be contained in either a portable weather-proof case / bag or a steel box mounted to a fixed structure. Access to first aid equipment / supplies must be limited to train First Aiders only. Access to portable kit bags must be controlled and steel first aid boxes mounted in the workplace must be kept locked. Approved signage must be in place to indicate the locations of the first aid boxes / bags. A record of each treatment administered must be kept in a suitable register.

No tablets or medication not stipulated within table 61-1 are to be stored in the first aid box. No tablets or medication to be administered by first aiders or other personnel to employees who are not feeling well or have been injured.

The first aid kits must, as a minimum, contain the following equipment and supplies:

Table 61-1 Minimum Requirements to be included when equipping first aid boxes

Item 1:	Wound cleaner/ antiseptic – 100ml;
Item 2:	Swabs for cleaning wounds;
Item 3:	Cotton wool for padding – 100g;
Item 4:	Sterile gauze – minimum quantity 10;
Item 5:	1 x Pair of forceps – for splinters;
Item 6:	1 x Pair of scissors – minimum size 100mm
Item 7:	1 x Set of safety pins;
Item 8:	4 x Triangular bandages;
Item 9:	4 x Roller bandages – 75mm x 5m;
Item 10:	4 x Roller bandages – 100mm x 5m;
Item 11:	1 x Roll of elastic adhesive – 25mm x 3m;
Item 12:	1 x Non-allergenic adhesive strip – 25mm x 3m;
Item 13:	1 x Packet of adhesive dressing strips – minimum quantity 10 assorted sizes;
Item 14:	4 x First aid dressings – 75mm x 100mm;
Item 15:	4 x First aid dressings – 150mm x 200mm;
Item 16:	2 x Straight splints;
Item 17:	2 x Pairs large and 2 x pairs medium disposable latex gloves;
Item 18:	2 x CPR mouth pieces or similar devices.

Additional items / supplies may need to be provided depending on the nature of the workplace (specific hazards) and the level of training of the first aider in position of the kit.

58. Management Review

A review of the contractor's Health and Safety Management System must be undertaken as required within the project timeframe to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements.

The review must evaluate if there is any need for change and must identify actions to improve the system.

The review must be led by senior management and the following must be considered:

- The suitability of the policy adopted for the project;
- The impact of changing legislation;
- The management of risk;
- Health and safety objectives and performance indicators;
- Changing expectations and requirements of relevant stakeholders;
- Changes to the contractor's scope, schedule, designs, etc.;
- Changes to the contractor's organisational structure;
- Communication and feedback (particularly from employees, Project representatives, and client representatives);
- The effectiveness of the management of change process;
- Workplace exposure monitoring and medical surveillance;
- The status of corrective actions;
- Performance statistics, including an annual summary of safety statistics, and occupational hygiene monitoring and medical surveillance results;
- Non-conformances (findings) from completed audits;
- Follow up on actions from previous management reviews; and
- Recommendations and opportunities for improving the effectiveness of the management system.

A record of each completed management review must be retained and it must include all decisions and identified actions concerning alterations, modifications or improvements to the management system that demonstrate a commitment to continual improvement.

59. Management of Change

To ensure that proposed changes do not give rise to unacceptable health or safety risk, the contractor must develop and implement a process for identifying and managing change in the workplace (e.g. changes to scope, schedule, procedures, work methods, site conditions, designs, plans, plant and equipment, materials, processes, etc.) that may impact on health or safety performance.

The management of change process must take into consideration that changes may be planned or unplanned, sudden or gradual, temporary or permanent.

The process must aim to ensure that:

- Changes are identified and assessed before they are implemented;
- Careful consideration is given to managing the risks associated with any change;
- Due diligence can be shown to have taken place;
- The number of unsatisfactory or unnecessary changes is minimised;
- The right people are involved in the change process; and
- All statutory requirements are met.

All risks associated with a proposed change must be evaluated and ranked. The risks that are ranked as moderate or higher must be managed to prevent serious injury or illness.

It must not simply be assumed that a change will not result in significant risks. All proposed changes must be formally evaluated. The evaluation or review must include:

- An appropriate level of technical expertise;
- The involvement of the workforce potentially affected by the proposed change; and
- Approval of the change by a person with at least the same level of authority as those who control the existing process or item being changed.

60. Sub-contractor Alignment

Processes must be in place to ensure that the health and safety risks associated with the procurement of materials, equipment, services and labour are identified, evaluated and effectively managed.

A process for evaluating a sub-contractor's (or supplier's) ability to provide materials, equipment, services and labour that meet defined specifications must be in place. A prospective sub-contractor's health and safety management expertise, experience and capability (including previous health and safety performance) must be formally assessed prior to any contract or purchase order being awarded.

Each appointed sub-contractor must develop and implement a detailed Health and Safety Management Plan based on the requirements of the contractor's Health and Safety Management Plan and the Health and Safety Specification for the project. This plan must be reviewed and approved by the contractor prior to the commencement of any work.

The properties of all materials provided to the project must be adequately understood, documented and integrated into operating procedures where exposure to these materials presents a significant health or safety risk.

Procedures, commensurate with the evaluated risk, must be in place for the receiving, storing, dispatching and transporting of all equipment and materials.

Before work commences on any contract, all sub-contractor personnel must receive comprehensive orientation and induction training as required by this Specification. All work carried out by a sub-contractor must be managed (activity supervised) throughout the contract period and performance must be reviewed (audited) on a regular basis.

61. Incident Reporting and Investigation

The contractor must establish a procedure for the management of all health and safety incidents. This procedure must define the responsibilities, methodologies and processes that must be followed for:

- Reporting an incident;
- Investigating an incident;
- Analysing an incident to determine the root cause;
- Identifying and implementing corrective actions to prevent a recurrence; and
- Communicating information concerning an incident to relevant persons and / or groups.

Please Note: Arrangements must be in place to ensure that proper medical care is provided to any contractor (or sub-contractor) employee that suffers an occupational injury or illness. These arrangements must be described briefly in the contractor's Health and Safety Management Plan and in detail in the Incident Management Procedure.

An incident may have multiple impacts. For each impact, the Actual Consequence and the Maximum Reasonable Outcome must be evaluated. Each impact must be evaluated independently, with the most significant classification forming the primary rating of the incident.

A near-miss is an incident. All near-miss incidents must be reported.

Using the defined consequence scales contained in TRANSNET 5x5 qualitative risk matrix, the Actual Consequence of each impact must be categorised as:

- A Near-miss;

- Insignificant (Level 4; as per TRANSNET incident level classification guidance);
- Minor (Level 3; as per TRANSNET incident level classification guidance);
- Moderate (Level 2; as per TRANSNET incident level classification guidance);
- Major (Level 1; as per TRANSNET incident level classification guidance); or
- Catastrophic (Level 1; as per TRANSNET incident level classification guidance).

The Maximum Reasonable Outcome (MRO) is based on a risk evaluation of the maximum reasonable consequence of an impact and the likelihood of the event occurring again given a reasonable failure of existing controls. Using the matrix referred to above, each impact must be evaluated and classified as:

- Low;
- Moderate;
- High; or
- Extreme.

An incident must be reported on the same work day or shift on which it occurs and preliminary details must be recorded and a TRANSNET Incident Flash Report must be completed and submitted within 24 hours to the relevant Project Construction Manager or representative. Depending on the Actual Consequence and Maximum Reasonable Potential Outcome of the impact(s), the relevant internal and external parties must be notified in accordance with specified protocols and timeframes, and legislative requirements.

In the event of a significant incident (i.e. an incident with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Potential Outcome of High or Extreme), work must cease and must only resume once the necessary actions (including the re-evaluation of any relevant risk assessments) have been taken to eliminate or reduce the risk of recurrence. Work must only be permitted to recommence once formal authorisation has been granted by the Project Construction Manager. In the case of incidents with an Actual Consequence of Major or Catastrophic, work must not be permitted to recommence until authorisation has been granted by the relevant government authorities (i.e. the South African Police, the Department of Labour or the Department of Mineral Resources).

The Project Construction Manager must ensure that an investigation is completed for each incident that occurs, and that appropriately senior personnel participate in, and authorise the outcomes of, each investigation. Incident investigations must be facilitated by competent and experienced persons who have been trained in the appropriate methodology. (e.g TCAM – Transnet Causal Analysis Methodology).

All significant incidents (i.e. incidents with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Outcome of High or Extreme) must be investigated using the approved Transnet investigation methodology. Such an investigation must be facilitated by a trained project representative within 7 calendar days.

For all other incidents (i.e. incidents with an Actual Consequence of Insignificant or Minor, or a Maximum Reasonable Outcome of Low or Moderate) other methodologies approved by the Project Health and Safety Manager may be used.

Each incident (including near-miss incidents) must be investigated to a level of detail that is appropriate for the Maximum Reasonable Potential Outcome of the incident.

Each incident must be analysed to determine the root cause, and corrective actions must be identified and prioritised for implementation to eliminate or reduce the risk(s) in order to prevent recurrence of the incident.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing incidents) must be monitored and reported on. The implementation of corrective actions must be verified during monthly audits by the TRANSNET Project Health and Safety Practitioners but also no later than 30 calendar days after the conclusion of the incident investigation. The contractor must document the results of each investigation and a report must be submitted to the nominated project management representative within a stipulated time frame as determined by the nominated project management representative.

As a minimum, each incident report must include:

- The date, time and location of the incident;
- A detailed description of the incident, including photographs;
- The names of any injured persons;
- Injury details (if applicable);
- A summary of the first aid and / or medical treatment provided (if applicable);
- The current status of any injured persons;
- The root causes of the incident; and
- Detailed corrective actions, including responsible persons and target dates for implementation.

Each significant incident must be summarised for its lessons learnt following the investigation. This information must be reviewed by the contractor's Project Manager to assure completeness, accuracy and relevance before it is shared with (communicated to) all project personnel. Refer to the Transnet Health and Safety Management Occurrence Reporting and Investigation HAS-P-0002.

62. Non-conformance

Non-conformance Reports (NCR) will be issued to Contractors upon the identification of non-compliances to this specification. NCR's will be issued to Contractors for their response and implementation of corrective actions. NCR's must be closed out within a 48hour period depending on the severity of the non-conformance.

The contractor must establish a process for identifying and recording corrective actions arising from:

- Non-compliances;
- Incident investigations;
- Hazard identification and risk assessment;
- Measurement and monitoring;
- Improvement plans and suggestions;
- Managing change;
- Audits and inspections; and
- Safety observations and coaching (safety interactions).

The contractor must establish a procedure for managing actions that addresses:

- Identification, categorisation and prioritisation of actions;
- Formal evaluation and approval of actions (management of change process);
- Assignment of responsibilities, resources and schedules for implementation;
- Implementation of actions;
- Tracking and reporting on implementation status; and
- Monitoring and verifying the effectiveness of the actions.

63. Performance Assessment and Auditing

The contractor must establish and maintain programmes for measuring and monitoring health and safety performance on a regular basis. Metrics must include leading and lagging indicators, and be based on qualitative and quantitative data.

63.1 Reporting on Performance

Reports summarising the contractor's health and safety performance on the project must be compiled on a weekly and a monthly basis.

The contractor must be prepared to discuss the content of these reports at scheduled health and safety meetings.

The reports must contain the following minimum information:

- Number of contractor and sub-contractor employees on site;
- Total hours worked on site by contractor and sub-contractor employees (by company);
- Number of incidents by category (i.e. Near-miss, FAI, MTI and LTI);
- Lost Time Injury Frequency Rate (LTIFR) (project to date and 12-month rolling);
- Details of all new incidents for the reporting period and the corrective actions taken or to be taken;
- Feedback (progress updates) on all open incidents and outstanding corrective actions;
- Status and feedback on any employee that may have been injured and has not yet returned to work;
- Details of all health and safety training carried out during the reporting period;
- Number of SOC's (Safety Observations and Coaching) carried out during the reporting period;
- SOC trends identified and proposed action for the coming week or month to maintain positive trends and / or address negative trends;
- Details of all audits, inspections and site visits carried out during the reporting period, and the corrective actions taken (or to be taken) to address all non-conformances;
- Feedback (progress updates) on all open non-conformances and outstanding corrective actions;
- Number of Toolbox Talks conducted during the reporting period (monthly);
- Number of Planned Task Observations (PTO's) carried out during the reporting period (monthly);
- Details of all active risk assessments and Safe Work Procedures highlighting those that are due for review in the coming month (monthly);
- A look ahead (to the coming week, month or quarter) to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Challenges faced with regard to health and safety; and
- Any other health and safety related information specific to the project that may be required.

Leading indicators (e.g. audit findings, observations, etc.) must be analysed, and any negative trends identified with regard to unsafe behaviour or conditions must be appropriately addressed to prevent incidents.

Lagging indicators (e.g. injuries, illnesses, near-miss, etc.) must be investigated in detail to determine the root causes. Corrective actions must be identified, implemented and integrated into Safe Work Procedures to prevent recurrences.

64. Audits and Inspections

On a monthly basis, the health and safety management system and workplace activities of the contractor will be audited by a Project Health and Safety Practitioner as well as the project PrCHSA

to assess compliance with the project health and safety requirements. Any deviation from these requirements (i.e. non-conformance) that places the health or safety of any person in immediate danger will result in the specific activity being stopped until the non-conformance is corrected.

For each non-conformance determined during any audit, the contractor must identify and implement appropriate corrective actions.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing non-conformances) must be monitored and reported on. The implementation of corrective actions will be verified during the monthly audits.

Should it be determined that the contractor's level of compliance is unsatisfactory, all work being performed by the contractor on the project site may be stopped (at the contractor's expense) until an investigation into the reasons for the poor performance has been carried out, a corrective action plan has been developed, and corrective actions have been implemented.

In addition to the audit carried out by the Project Health and Safety Practitioner and PrCHSA, the contractor must carry out an internal audit on a monthly basis to assess compliance with the project health and safety requirements (including the requirements of this specification and the contractor's Health and Safety Management Plan). Furthermore, the contractor must ensure that each appointed sub-contractor is audited and measured to the same standard. Copies of these audit reports must be submitted to the Project Health and Safety Practitioner on a monthly basis.

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

- General site health and safety inspections on a daily basis; and
- Inspections of plant, tools and equipment prior to establishment or use on site, and at least monthly thereafter.

All audits and inspections must be carried out by competent persons who have been appointed in writing.

A schedule of planned audits and inspections must be compiled and maintained ensuring that:

- All work areas and all activities are covered at regular intervals;
- All applicable legal requirements are complied with; and
- Areas or activities with significant associated hazards or risks receive greater attention.

STANDARD OPERATING PROCEDURE

CONSTRUCTION ENVIRONMENTAL MANAGEMENT

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SUMMARY VERSION CONTROL

VERSION NO.	NATURE OF AMENDMENT	PAGE NO.	DATE REVISED
1.0	New Procedure		

Note: Only latest amendments and/or additions are reflected in italics in the body of the document.

DOCUMENTATION SIGN-OFF SHEET

I, the undersigned hereby approve this procedure.

ROLE	CAPACITY/ FUNCTION	SIGNATURE	DATE
Process Owner:	Senior Specialist: Environmental Compliance and Permitting		
Accepts document for adequacy and practicability. Comments:			
Sponsor:	General Manager: Corporate Sustainability		
Approves document for use. Comments:			

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1. PURPOSE

- 1.1 The purpose of this Standard Operating Procedure (SOP) is to define how environmental management will be practiced on any construction site under the management of Transnet to ensure that the environment is considered, negative impacts avoided or minimized, and positive impacts are optimized and/or enhanced.
- 1.2 It further defines environmental management responsibilities for key stakeholders involved in the construction management process.
- 1.3 It must be read in conjunction with the Minimum Environmental Management Requirements for Construction and the Project Environmental Specification (PES) relevant to the project.
- 1.4 In this document, unless the context clearly indicates otherwise:
 - Words importing any one gender shall include the other gender.
 - The singular shall include the plural and vice versa; and
 - Any reference in this document to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of promulgation thereof and as amended and/or re-enacted from time to time.

2. APPLICABILITY

- 2.1 The SOP applies to any construction site under the management of Transnet SOC Ltd or its Construction Agent.

3. REFERENCE DOCUMENTS

Name	Applicable Section
Constitution of South Africa, Act 108 of 1996	Section 24 (a) right to an environment that is not harmful to health or wellbeing Section 24(b) (i) right to have environment protected for current and future generations through legislation and measures that prevents pollution and ecological degradation.
Capital Governance and Assurance Policy	Entire document
Capital Governance and Assurance Framework	Entire document
Capital governance and Assurance Manual	Entire document.
PLP Manual – Execution	Entire document
National Environmental Management Act, 107 of 1998	Section 2 National Environmental Management Principles (4) (viii), (e), (h), (j) and (p).
National Water Act, 36 of 1998	Section 164, Permissible Water Use Section 19
National Environmental Management: Waste Act, 58 of 2008	Part 1 15 (1) (i) and (2) Part 6 26 (10) (a) and (b) Scheduled 3, Defined Wastes Category A: Hazardous Wastes Part 8: Contaminated Land
Environment Conservation Act, 73 of 1989	Section 20
Occupational Health and Safety Act, 85 of 1993	Asbestos Regulations, 2001 Government Notice R155 in Government Gazette 23108 of February 2002

Name	Applicable Section
	General Safety Regulations-Reg. 2 (2) PPE
GNR 326, 7 April 2017 as amended, EIA Regulations	Chapter 15
Integrated Management System – Policy Statement Procedure (TRN-IMS-GRP-PROC-002)	Whole document
Integrated Management System – Competency, Awareness and Training Procedure	Whole document
Integrated Management System¹ – Document, Data and Record Management Procedure (TRN-IMS-GRP-PROC-010)	Whole document
Integrated Management System – Occurrence and Non-Conformance Management Procedure (TRN-IMS-GRP-PROC-013)	Whole document
Transnet Environmental Risk Management Strategy and Framework	2015:42
Environmental Management Systems ISO 14001: 2015	Clause 5, 6, 7, 8, 9 and 10

¹ Management of certain documents, data and records will be in accordance with NEC3 – Engineering and Construction Contract prescripts

4. DEFINITIONS AND ABBREVIATIONS

4.1 DEFINITIONS

Compliance	The action or fact of complying with legislation or regulations.
Conformance	The action or fact of conforming to this standard and other internal Transnet policies, procedures, guidelines and best practice.
Contractor	The Principal Contractor as engaged by Transnet for infrastructure construction operations, including all sub-contractors appointed by the main contractor of his own volition for the execution of parts of the construction operations; and any other contractor from time to time engaged by Transnet directly in connection with any part of the construction operations which is not a nominated sub-contractor to the Principal Contractor.
Corrective Action	It is generally a reactive process used to address problems after they have occurred. Corrective action may be triggered by a variety of events, e.g. Non-conformance to documented procedures and work instructions, non-conformances raised through internal audits, unacceptable monitoring and measurement results, internal & external SHEQ complaints, etc.
Emergency	Sudden unforeseen event needing immediate or prompt action.
Environment	Surroundings in which the Contractor operates, including air, water, land, natural resources, flora, fauna, humans and their interrelations.



Environmental Aspect	Element of an organization's activities or products or services that interacts or can interact with the environment
Environmental Authorisation (EA)	Environmental Authorisation is the authorisation granted by a competent authority of a listed activity or specified activity in terms of National Environmental Management Act 107 of 1998 (as amended).
Environmental Impact	Change to the environment whether adverse or beneficial, wholly or partially resulting from an organization's environmental aspects
Environmental Management Plan (EMP)	A plan generated by the Contractor describing the relevant roles and responsibilities and how potential environmental risks will be assessed and managed including the monitoring and recording thereof.
Environmental Management Programme (EMPr)	A programme that has been approved by the Competent Authority in terms of NEMA, 107 of 1998 stipulating information on any proposed management, mitigation, protection or remedial measures that will be undertaken to address the environmental impacts that have been identified
Environmental Risk	The product of the likelihood and severity of an unforeseen occurrence/incident/aspect and the impact it would have, if realised, on the environment
Incident/Occurrence	An undesired event occurring at work that results in physical harm to a person or death, or damage to the environment, plant and/or equipment, and/or loss of production.
Method Statement	A document that describes how the Contractor will apply environmental management measures associated with a particular activity during construction.

Standard Environmental Specifications for Construction (SESC)	A set of minimum environmental standards for all Transnet SOC Ltd-managed construction sites.
Non-conformance	An action or situation that does not conform to Transnet's SHEQ standards, procedures or legislative requirement(s) and that can be, or lead to, an unacceptable SHEQ incident.
Non-compliance	Contravention to environmental legislative requirements.
Project Environmental Specification (PES)	Describes standards specific to a particular project. Variations and additions to the MESC are set out in this PES. These would include the EA issued to the project or elements generally drawn from the EA or permits for that project or from specific requirements set by the Transnet Operating Divisions. The PES may also require a more stringent standard to that described in the MESC if required by the EA or a particular industry code to which Transnet subscribes including any environmental constraints at a construction site.
Sub -Contractor	A person or organisation who has a contract with the contractor to - Construct or install part of the contractors work. - Provide a service necessary to provide the works; or - Supply plant and materials which the person or organisation has wholly or partly designed specifically for the works.

4.2 ABBREVIATIONS

Acronym	Meaning in Full
CM	Construction Manager
CV	Curriculum Vitae
CEM	Construction Environmental Management
DFFE	Department of Forestry, Fisheries and the Environment
DWS	Department of Water and Sanitation
EA	Environmental Authorisation
ECO	Environmental Control Officer
EO	Environmental Officer
EMPr	Environmental Management Programme
MESC	Minimum Environmental Standards for Construction
EMI	Environmental Management Inspectorate
NCR	Non-conformance Report
NEMA	National Environmental Management Act 107 of 1998 (as amended)
PEM	Project Environmental Manager
PES	Project Environmental Specification
PLP	Project Life-cycle Process

Acronym	Meaning in Full
PM	Project Manager
SAHRA	South African Heritage Resources Agency
SOP	Standard Operating Procedure
SHEQ	Safety, Health, Environment and Quality
Transnet	Transnet SOC Ltd

5. ACCOUNTABILITY, RESPONSIBILITY AND AUTHORITY

5.1 Transnet Procurement Department

5.1.1 Ensures that this SOP (and relevant associated environmental specifications) is included in any construction-related request whether open market, quotation or confinement process.

5.1.2 The Procurement Department shall further ensure that the relevant environmental personnel are consulted during tender review, tender evaluation and contract award.

5. Transnet Project Manager (PM)

5.2.1 Takes overall accountability for the project including ensuring that this SOP is implemented by all relevant stakeholders.

5.2.2 The specific tasks during construction will include:

- Appointment of the Transnet PEM;
- Certifying site access to the Contractor;
- Giving instructions to the Contractor on recommendation from the Transnet PEM/EO (e.g. defects, non-conformances etc.); and
- Certifying site closure to the Contractor.

5.3 Transnet Project Environmental Manager (PEM)

5.3.1 The Transnet PEM will be responsible for ensuring that this SOP and associated specifications or requirements are complied with during construction. The Transnet TPEM will report functionally to the relevant Project Manager.

5.3.2 The specific tasks during the construction stage will include:

- Appointment of Transnet EO;
- Liaison with the relevant environmental competent authorities;
- Preparation of the PES;

- Tender evaluation, development of environmental criteria and adjudication thereof;
- Approve environmental monitoring protocols/checklists to be used by the Transnet EO;
- Review all reports from the Transnet EO, including sign-off on Monthly Inspection Reports;
- Conduct any environmental incident investigations; and
- Coordinate and/or facilitate any environmental monitoring programmes e.g. EMI Inspections, ECO Audits, Transnet Environmental Assurance Audits etc.

5.3.3 The Transnet PEM may delegate part or all of these responsibilities to the Transnet EO, based on the merits of the particular project at hand.

5.4 Transnet Construction Manager (CM)

5.4.1 The Transnet Construction Manager has overall responsibility for environmental management on site and reports to the Project Manager. The Transnet Construction Manager is supported by the Transnet EO.

5.4.2 The specific tasks during the construction stage will include:

- Reviewing the monthly reports compiled by the Transnet EO;
- Approving method statements prepared by the Contractor;
- Communicating directly with the Contractor on environmental issues observed on-site; and
- Escalating any relevant environmental matters to the Transnet PM.

5.5 Transnet Environmental Officer

5.5.1 The Transnet EO reports functionally to the Transnet Construction Manager and Transnet PEM and is responsible for conducting the tasks required to ensure that this SOP is implemented on the construction site.

5.5.2 The Transnet Environmental Officer will conduct the following tasks:

- Environmental Induction of Contractor's staff;
- Generate an inspection checklist prior to the project commencement for sign off by the Transnet PEM;
- Review and approve site layout plan including any subsequent revisions thereof;
- Conduct monthly observation & inspections of all work places based on the approved inspection checklist;
- Monitor the Contractor's compliance with this SOP and any other environmental requirements relevant to the site;
- Develop an Audit Finding and Close out Register that documents all audit findings, close out actions and the time frame allowed for in order to close the finding/s;
- Ensure that all environmental monitoring programmes (sampling, measuring, recording etc. when specified) are carried out according to protocols and schedules;
- Measurement of completed work (e.g. areas top soiled, re-vegetated, stabilised etc.);
- Attendance at scheduled SHE meetings, as and when required, and project coordination meetings;
- Ensure that site documentation (permits, licenses, EA, EMPr, SOP-CEM, method statements, audit reports, waste disposal slips etc.) related to environmental management is maintained on the relevant Document Control System;
- Inspect and report on environmental incidents and check corrective action;
- Keep a photographic record of all environmental incidents;
- Environmental incident management as required by Transnet policies and procedures;
- Implementation of environmental-related actions arising out of the minutes from scheduled meetings;
- Management of complaints register;
- Review and Sign off Method Statements prepared by Contractor;

- Audit conformance to Method Statements;
- Collate information received, including monitoring results into a monthly report that is supported with photographic records to the Transnet Construction Manager and Transnet PEM showing progress against targets; and
- Report environmental performance of the project on a monthly basis through relevant governance channels.

5.6 Environmental Control Officer

5.6.1 The Environmental Control Officer is an independent person legally appointed to monitor compliance of construction related activities with the conditions of the Environmental Authorisation. The ECO fulfils an autonomous role and submits reports to the Competent Authority at timeframes specified in the Environmental Authorisation.

5.6.2 The Environmental Control Officer will conduct the following tasks:

- Monitors compliance to the conditions of the EA, Environmental Management Programme (EMPr) and can include permits and licences applicable to a project;
- Attends project meetings as and when required;
- Conducts audits at a frequency stipulated on the EA/EMPr; and
- Compiles audit reports and submits them to relevant authorities.

5.7 Contractor's Environmental Officer

5.7.1 The Contractor's EO must ensure implementation of the requirements of this SOP on site.

5.7.2 The Contractor's Environmental Officer will liaise with the Transnet EO on site. It will be the responsibility of the Contractor's Environmental Officer to ensure that all work is conducted according to the approved Method Statements and that the Contractor team's roles and responsibilities as set out in this document are fulfilled.

5.7.3 The Contractor Environmental Officer's tasks will include:

- Developing an appropriate environmental file for approval by the Transnet EO prior to site access, including but not necessarily limited to (the environmental file must always be available and up to date on the construction site):
 - All environmental documents provided by Transnet in the tender e.g. policies, SOPs, standards, environmental approvals;
 - Contractors commitments to comply with this SOP and associated documents as signed during tender;
 - The Contractor's EMP;
 - His/her CV;
 - An organogram indicating reporting lines of all Contractor's staff (with names included);
 - Contact Information for: the overall responsible person acting on behalf of the Contractor to execute the construction works; Contractor's Construction Manager; Contractor's EO; all relevant emergency personnel;
 - A list of the Contractor's plant and equipment indicating a description of the plant/equipment, its fuel capacity, any hazardous components (oils, greases etc.), individual service/maintenance cycles and noise levels;
 - A list of hazardous substances to be used during construction indicating: official substance name from Material Safety Data Sheet (MSDS); quantity on site; storage method; transport method to site; period to be used on site (all substances listed must have an MSDS on site in the environmental file);
 - Site Layout Plan indicating but not necessarily limited to,: access roads, site offices, material laydown areas, stockpile areas and parking areas, waste and effluent storage and handling facilities, entire construction footprint, no-go-areas, sewage and sanitary facilities. The plan must be appropriately drawn on a computer and must be clearly visible and properly scaled;

- A site establishment method statement (for more details on what method statements should entail the Contractor must refer to the Minimum Requirements for Construction Environmental Management)
- Conducting an activity-based environmental risk assessment based on the Contractor's scope of work;
- Agreeing on an appropriate inspection schedule with the Transnet EO (either daily or weekly);
- Ensuring that all required Contractor staff attends the environmental induction to be given by the Transnet EO (any Contractor's staff, sub-contractors or visitors to site must subsequently be inducted by the Contractor's EO);
- Inspection of the work area(s) as per schedule or authorised through written instruction by Transnet EO;
- Preparing activity-based Method Statements that indicate how environmental risks will be managed on site OR ensuring that the necessary environmental information is included in the Contractor's method statements (all method statements must be maintained in the Contractor's Environmental File);
- Identify local, provincial and national environmental legislation that applies to the Contractor's activities;
- Conduct ongoing Environmental Awareness Training of the Contractor's site personnel;
- Reporting, investigating and recording of any environmental incidents caused by the Contractor or due to the Contractor's activities, including their sub-contractors and visitors;
- Close out of environmental incidents;
- Attendance at all SHE meetings and induction programmes, and toolbox talks where required
- Monitor Waste Management;
- Monitor Water Management;
- Monitor Energy Management;
- Ensure that environmental signage and barriers are correctly placed;

- Taking required corrective action within specified time frame and close out of non-conformances; and
- Maintain site documentation related to environmental management on site.

5.7.4 The Contractor's Environmental Officer will be expected to submit reports to the Transnet Environmental Officer on a daily/weekly basis.

5.8 The Contractor

5.8.1 The Contractor shall comply with the requirements of this SOP and abide by the Transnet Project Manager's instructions regarding the implementation of this SOP.

5.8.2 The Contractor must confirm that he will conform to the requirements of this SOP and any other documents provided to him by Transnet during tender.

5.8.3 The Contractor must recommend a suitably qualified, competent person to fulfill the role of the Contractor's EO at tender and if accepted by Transnet this person must be appointed when the Contract is awarded for the duration of construction. Should this person be replaced for whatever reason, the Contractor shall ensure that a person of similar qualification and competency is appointed in his/her place before the previous incumbent vacates his/her position.

5.8.4 The Contractor must obtain any relevant environmental approvals required by his activities that have not been obtained by Transnet e.g. permits for the destruction of protected plant species; grave relocation permits etc.

5.8.5 The Contractor shall have overall accountability for environmental compliance on site and will be held liable for any non-compliance with environmental statutes or non-conformances with this SOP due to his negligence.

5.9 Reporting Lines

5.9.1 The organisational structure identifies and defines the responsibilities and authority of the various entities involved in the project. All instructions and official

communications regarding environmental matters will follow the organisational structure shown in Figure 1.

5.9.2 All instructions that relate to the SOP will still be given to the Contractor via the Transnet Project Manager. In an emergency situation, however, the Transnet Environmental Officer may give an instruction directly to the Contractor. Environmental Management of the site will be an item on the agenda of the monthly site meetings, and the Transnet Environmental Officer will attend these meetings on request by the contractor. If at any time the Transnet Project Manager is uncertain in any way with respect to an environmentally related issue or specification in the SOP, he will consult with the Transnet PEM.

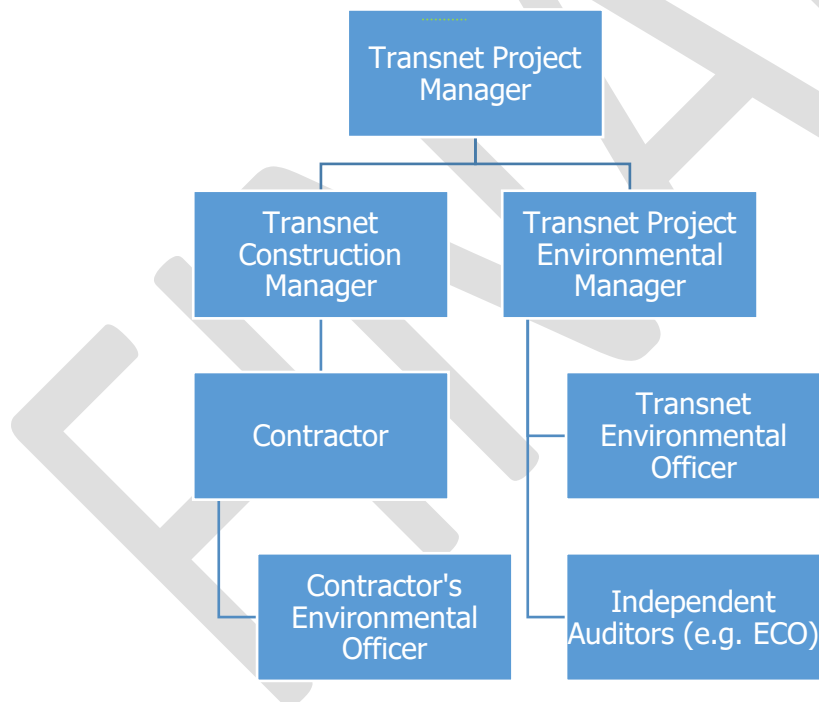


Figure 1: Typical Transnet Organogram for Construction Environmental Management²

² Structure dependent on OD own structure and organizational operating model
 009-TCC-CLO-SUS-11386
 Standard Operating Procedure -
 Construction Environmental Management
 ©Transnet SOC Ltd

6. STANDARD OPERATING PROCEDURE

6.1 Tender Stage (prior to Contract Award)

- The Transnet Project Manager appoints or assign a Project Environmental Manager³.
- The Transnet Project Environmental Manager appoints or assign an Environmental Officer.
- The Transnet EO requests the draft tender from the Transnet Procurement Department
- Transnet Procurement routes the draft tender to the Transnet EO
- The Transnet EO ensures the tender includes all relevant environmental documents and signs the routing slip.
- The Transnet Procurement Department issues the tender to prospective Contractor(s).
- The Contractor submits his bid which MUST include: a commitment to conform to this SOP signed by the duly delegated person; recommendation of a suitably qualified, competent person to fulfill the role of the Contractor's EO; Environmental Policy; and EMP
- After submission the Transnet Procurement Department will invite the Transnet EO to evaluate tender submissions (environmental section);
- The Transnet Environmental Officer evaluates the prospective Contractor's environmental submission.
- The Contract is awarded to the successful bidder.

6.2 Construction Stage (prior to Site Access)

- The Contractor appoints the Contractor's Environmental Officer (EO) accepted by Transnet SOC Ltd.
- The Contractor provides his EO with all documents submitted during tender, including but not necessarily limited to:

³ Project complexity will determine the final environmental management structure on the project.

- All environmental documents provided by Transnet in the tender e.g. policies, SOPs, standards, environmental approvals etc;
- commitment to conform to this SOP; and
- The EMP.
- The Contractor's EO conducts an activity-based environmental risk assessment;
- The Contractor's EO develops an appropriate environmental file for approval by the Transnet EO, including but not necessarily limited to all the documents specified in Section 5.7 above (the environmental file must always be available and up to date on the construction site);
- The Contractor's EO submits the environmental file for acceptance to the Transnet EO;
- Once accepted, the Transnet EO recommends that site access be granted to the Transnet PM; and
- The Transnet PM issues the Contractor with a Site Access Certificate

6.3 Construction Stage (post Site Access)

- The Transnet EO inducts all Contractor's staff on the environmental requirements of the site;
- The Transnet EO has an inception meeting with the Contractor's EO on site where the following is agreed:
 - The contents of the contractor's environmental file (in addition to what was approved prior to granting site access). This will include but not necessarily be limited to: a list of interested and affected parties that may be impacted by construction e.g. surrounding landowners, nearby communities etc.; energy consumption information; water use information; environmental induction and awareness information; activity-based environmental method statements; complaints records; record of external communications; environmental incident reports; minutes of contractors environmental meetings.

- The composition of the Project Environmental Specification (PES) and how it will be implemented. This will include but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, Atmospheric Emissions Licences etc.); Environmental Management Programmes/Plans approved by external parties/authorities; and any third party auditors/monitoring specialists (e.g. Environmental Control Officers; Independent Auditors; Transnet Environmental Assurance Specialists; Water Quality Monitoring experts etc.) that have a bearing on the contractor's scope of work.
 - The frequency of inspections to be conducted by the Contractor's EO (e.g. daily, weekly etc.)
 - The frequency of inspections to be conducted by the Transnet EO (e.g. daily, weekly and/or monthly). Notwithstanding that the frequency of Transnet EO inspections will be agreed, the Contractor may never refuse the Transnet EO or Transnet Project Environmental Manager access to site
 - The format used and elements to be checked during Contractor's inspections
 - Reporting frequency and requirements
 - The process to be followed in handling Environmental Occurrences and – Non-conformances
- **Note:** All the aforementioned agreements will be formalized in the form of minutes which the Transnet - and Contractor's EO must sign and must subsequently be approved by the Transnet Project Environmental Manager.
 - The Transnet EO reviews the Contractor's activity-based environmental risk assessment and instructs the Contractor's EO to submit activity-based method statements for construction activities that may pose an environmental risk (for more details on what method statements should entail the Contractor must refer to the Minimum Environmental Requirements for Construction). Only once a method statement has been approved by the

Transnet EO and Transnet Construction Manager and Environmental Control Officer (where relevant) may the Contractor execute the relevant activity.

- The Contractor's EO submits the method statements to the Transnet EO for approval (these must also be approved by the Transnet Construction Manager);
- The Transnet EO compiles a site audit checklist (covering all environmental compliance and conformance requirements) for approval by the Transnet Project Environmental Manager
- Whilst the Contractor executes the work in terms of the requirements of the Contract, the Contractor's EO and Transnet EO execute their monitoring functions as per this SOP and other monitoring stakeholders/auditors as per the PES.
- The Transnet EO shall submit monthly reports to the Transnet Project Environmental Manager and Project Manager indicating the following:
 - Date of the inspection(s);
 - Details and expertise of the Transnet EO;
 - Scope and purpose for which the report was prepared;
 - Description of the methodology used during the inspection and report compilation;
 - Compliance and/or conformance status of all relevant/individual elements as per the inspection checklist approved by the Project Environmental Manager culminating in an overall compliance/conformance percentage for the project;
 - Assumptions;
 - Description of consultation processes undertaken during the inspection(s) with a summary and associated records of such consultations;
 - Environmental incidents and non-conformances;
 - Photos of pertinent construction and environmental matters that occurred on site;
 - Water abstracted/withdrawn during the month (in kiloliters) as well as an indication of the source;

- Water recycled and/or reused during the month (in kiloliters);
- Waste water discharged (in kiloliters);
- Waste (both general and hazardous) disposed (in tonnages) with an indication of waste type;
- Waste recycled (in tonnages);
- Alien invasive species eradicated (in hectares);
- Number of listed species safely relocated;
- Environmental Fines, Non-Compliances or Directives issues by authorities;
- Any NEMA Section 30 or NWA Section 19 incidents;
- Environmental Grievances;
- Rehabilitated Land (in hectares);
- Number of graves and/or heritage artifacts moved;
- Energy consumption for the project [Electricity(kWh); Gas (GJ); Oil(l); Diesel(l); Petrol(l); LPG(GJ)];
- Status of previous findings and/or observations; and
- Recommendations for improvement.

6.4 Post Construction

- The Contractor's EO submits a rehabilitation and site closure method statement for approval by the Transnet EO and Transnet Construction Manager.
- Once approved, the Contractor implements the rehabilitation method statement accordingly.
- The Contractor's EO submits a site close-out report for acceptance by the Transnet EO and Construction Manager.
- Post rehabilitation, the Transnet EO conducts a site closure inspection to ensure all requirements of the rehabilitation method statement have been met.
- Once rehabilitation has been accepted by the Transnet EO, the Contractor's EO sends the Transnet EO a copy of the entire environmental file (original to

be handed over to Transnet as per document handover requirements of the Contract).

- On receipt of the environmental file, the Transnet EO recommends that a site closure certificate can be issued to the Transnet Project Manager.
- The Transnet Project Manager issues the Contractor with a Site Closure Certificate.

7. RECORDS

7.1 The responsibility for maintaining all records required by this SOP shall rest with the Contractor's EO; Transnet EO and Transnet PEM as specified below:

Record	Maintained By
1. PEM Appointment Letter	PEM
2. Transnet EO Appointment Letter	PEM; Transnet EO
3. Signed Tender Routing Slip	PEM; Transnet EO
4. Contractor's Confirmation to conform to this CEM SOP	Transnet EO; Contractor's EO
5. Recommendation of Contractor's EO	Transnet EO
6. Contractor's Environmental Policy	Transnet EO; Contractor's EO
7. Contractor's Environmental Management Plan	Transnet EO; Contractor's EO
8. Tender Evaluation Records from Transnet EO	PEM; Transnet EO
9. Contract	PEM; Transnet EO
10. Contractor EO's Appointment Letter and CV	Transnet EO
11. Activity-Based Environmental Risk Assessment	Transnet EO; Contractor's EO

Record	Maintained By
12. Contractor's Organogram	Transnet EO; Contractor's EO
13. Contractor's Contact Information	Transnet EO; Contractor's EO
14. List of Contractor's Plant and Equipment	Contractor's EO
15. List of Hazardous Substances used by Contractor	Contractor's EO
16. Material Safety Data Sheets	Contractor's EO
17. Site Layout Plan	Transnet EO; Contractor's EO
18. Site Establishment Method Statement	Transnet EO; Contractor's EO
19. Minutes of Transnet EO – Contractor's EO Inception Meeting	PEM; Transnet EO; Contractor's EO
20. Environmental Induction Attendance Register (including material used during induction)	Transnet EO; Contractor's EO
21. Activity-based Method Statements	Transnet EO; Contractor's EO
22. Contractor's Inspection Reports	Transnet EO; Contractor's EO
23. Transnet EO Inspection Reports	PEM; Transnet EO
24. List of Local, Provincial and National Environmental legislation applicable to the site	Contractor's EO
25. Environmental Awareness Attendance Registers (including material used)	Contractor's EO
26. Environmental Incident Reports	Transnet EO; Contractor's EO
27. Minutes of SHE Meetings	Transnet EO; Contractor's EO

Record	Maintained By
28. Waste Records	Transnet EO; Contractor's EO
29. Water Records	Transnet EO; Contractor's EO
30. Energy Records	Transnet EO; Contractor's EO
31. Non-Conformance Records	Transnet EO; Contractor's EO
32. Approval of Contractor's Environmental File	Transnet EO
33. Site Access Certificate	Transnet EO
34. Approved Transnet EO Checklist	PEM
35. Transnet Monthly EO Reports	PEM; Transnet EO
36. Rehabilitation Method Statement	Transnet EO; Contractor's EO
37. Contractor's Site Close-Out Report	Transnet EO; Contractor's EO
38. Transnet EO Site Closure Report	Transnet EO
39. Contractor's Environmental File Handover Transmittal	Transnet EO; Contractor's EO
40. Site Closure Certificate	Transnet EO

8. ANNEXURES

8.1 List of Construction Environmental Management Templates, Forms and Guidelines

8.2 009-TCC-CLO-SUS-TMP-11386.22 - Construction Environmental Management File Index

Annexure 8.1 List of Construction Environmental Management Templates, Forms and Guidelines

No	Item Description	Document No
1.	Construction Environmental Management File Index	009-TCC-CLO-SUS-TMP-11386.1
2.	Project Environmental Specification (PES)	009-TCC-CLO-SUS-TMP-11386.2
3.	Declaration of Understanding (Signed)	009-TCC-CLO-SUS-TMP-11386.3
4.	Contractor's Information	009-TCC-CLO-SUS-TMP-11386.4
5.	Appointment of Contractors EO and Declaration of Understanding (Including CV and Job Profile)	009-TCC-CLO-SUS-TMP-11386.5
6.	Schedule of Contractor's Construction Plant and Equipment	009-TCC-CLO-SUS-TMP-11386.6
7.	Hazardous Substances Register	009-TCC-CLO-SUS-TMP-11386.7
8.	Emergency Contacts Register	009-TCC-CLO-SUS-TMP-11386.8
9.	Energy Consumption Register	009-TCC-CLO-SUS-TMP-11386.9
10.	Water Usage Register	009-TCC-CLO-SUS-TMP-11386.10
11.	Project Start-Up Checklist	009-TCC-CLO-SUS-TMP-11386.11
12.	Site Access Certificate	009-TCC-CLO-SUS-TMP-11386.12
13.	Method Statement Register	009-TCC-CLO-SUS-TMP-11386.13
14.	Method Statements	009-TCC-CLO-SUS-TMP-11386.14
15.	Waste Disposal Register	009-TCC-CLO-SUS-TMP-11386.15
16.	Daily Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.16
17.	Weekly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.17
18.	Monthly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.18

No	Item Description	Document No
19.	Public Complaints Register	009-TCC-CLO-SUS-TMP-11386.19
20.	Application for Exemption	009-TCC-CLO-SUS-TMP-11386.20
21.	Site Closure Certificate	009-TCC-CLO-SUS-TMP-11386.21
22.	Contractor's Environmental Management File Handover	009-TCC-CLO-SUS-TMP-11386.22
23.	Basic Environmental Rules for Visitors	009-TCC-CLO-SUS-GDL-11386.23
24.	Basic Environmental Rules for Contractors	009-TCC-CLO-SUS-GDL-11386.24
25.	Basic Site Procedure	009-TCC-CLO-SUS-GDL-11386.25

Annexure 8.2 Construction Environmental Management File Index

No	Item Description	Document No
1	Transnet Integrated management System (TIMS) Policy Statement	-
2.1	Standard Operating Procedure (SOP) - Construction Environmental Management (CEM)	009-TCC-CLO-SUS-11386
2.2	Standard Operating Procedure (SOP) - Minimum Environmental Management Specifications (MEMS)	009-TCC-CLO_SUS-11385
3	Project Environmental Specification (PES)	009-TCC-CLO-SUS-TMP-11386.2
4	Declaration of Understanding (Signed)	009-TCC-CLO-SUS-TMP-11386.3
5.1	Contractor's Information	009-TCC-CLO-SUS-TMP-11386.4
5.2	Contractor's Environmental Policy	-
5.3	Contractor's Organogram	-
5.4	Contractor's Environmental Management Plan	-
5.5	Appointment of Contractors EO and Declaration of Understanding (Including CV and Job Profile)	009-TCC-CLO-SUS-TMP-11386.5
6	Schedule of Contractor's Construction Plant and Equipment	009-TCC-CLO-SUS-TMP-11386.6
7	Hazardous Substances Register	009-TCC-CLO-SUS-TMP-11386.7
8	Emergency Contacts Register	009-TCC-CLO-SUS-TMP-11386.8
9	Energy Consumption Register	009-TCC-CLO-SUS-TMP-11386.9
10	Water Usage Register	009-TCC-CLO-SUS-TMP-11386.10
11	Training Attendance Register	TIMS Procedure
12	Project Start-Up Checklist	009-TCC-CLO-SUS-TMP-11386.11
13	Site Access Certificate	009-TCC-CLO-SUS-TMP-11386.12
14	Method Statement Register	009-TCC-CLO-SUS-TMP-11386.13

No	Item Description	Document No
15	Method Statements	009-TCC-CLO-SUS-TMP-11386.14
16	Waste Disposal Register	009-TCC-CLO-SUS-TMP-11386.15
17.1	Daily Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.16
17.2	Weekly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.17
17.3	Monthly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.18
17.4	Environmental Inspection Findings Close-out Register	TIMS Procedure
18	Public Complaints Register	009-TCC-CLO-SUS-TMP-11386.19
19	Occurrence Register	TIMS Procedure
20	Transnet Occurrence Notification Report	TIMS Procedure
21.1	Environmental Occurrence Technical Form	TIMS Procedure
21.2	On-site Investigation Form – Incident Commander Report	TIMS Procedure
21.3	Investigation Form Report for Level 3 & 4 Occurrences	TIMS Procedure
21.4	Incident Commander Appointment Letter	TIMS Procedure
22	Non-Conformance Register	TIMS Procedure
23	Non-Conformance Report Form	TIMS Procedure
24	Non-Compliance Stop Certificate	TIMS Procedure
25	Application for Exemption	009-TCC-CLO-SUS-TMP-11386.20
26.1	Site Closure Inspection Form	TIMS Procedure
26.2	Site Closure Certificate	009-TCC-CLO-SUS-TMP-11386.21
26	Contractor's Environmental Management File Handover	009-TCC-CLO-SUS-TMP-11386.22

No	Item Description	Document No
27.1	Basic Environmental Rules for Visitors	009-TCC-CLO-SUS-GDL-11386.23
27.2	Basic Environmental Rules for Contractors	009-TCC-CLO-SUS-GDL-11386.24
27.3	Basic Site Procedure	009-TCC-CLO-SUS-GDL-11386.25

ANNEXURE D: ENVIRONMENTAL MANAGEMENT PROGRAMME

MINIMUM ENVIRONMENTAL STANDARDS FOR CONSTRUCTION

Document number	009-TCC-CLO-SUS-GDL-11385.26
Version number	1.0
Classification	Unclassified
Effective date	01 April2023
Review date	31 March 2025

SUMMARY VERSION CONTROL

VERSION NO.	NATURE OF AMENDMENT	PAGE NO.	DATE REVISED
1.0	New Document		

Note: Only latest amendments and/or additions are reflected in italics in the body of the document.

DOCUMENTATION SIGN-OFF SHEET

009-TCC-CLO-SUS-GDL-11385.26
 Minimum Environmental Standards for Construction
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Page 2 | 47

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I, the undersigned hereby approve this procedure.

ROLE	CAPACITY/ FUNCTION	SIGNATURE	DATE
Process Owner:	Senior Specialist: Environmental Risk and Compliance		
Accepts document for adequacy and practicability. Comments:			
Approval Committee:	GM: Corporate Sustainability		
Approves document for use. Comments:			

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1. PURPOSE

This document describes the minimum requirements for environmental management to which Contractors must comply. This document must be read in conjunction with the Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP).

In this document, unless the context clearly indicates otherwise:

- Words importing any one gender shall include the other gender;
- The singular shall include the plural and vice versa; and
- Any reference in this document to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of promulgation thereof and as amended and/or re-enacted from time to time.

2. APPLICABILITY

This standard applies to Contractors that work on site under the authority of Transnet SOC Ltd.

3. REFERENCE DOCUMENTS

Name	Applicable Section
Constitution of South Africa, Act 108 of 1996	Section 24
National Environmental Management Act, 107 of 1998	Section 2 National Environmental Management Principles
National Water Act, 36 of 1998	Section 164, Permissible Water Use
National Environmental Management: Waste Act, 58 of 2008	Part 1 15 (1) (i) and (2) Part 6 26 (10) (a) and (b) Schedule 3, Defined Wastes Category A: Hazardous Wastes Part 8: Contaminated Land
Environment Conservation Act, 73 of 1989	Section 20
Occupational Health and Safety Act, 85 of 1993	Asbestos Regulations, 2001

Name	Applicable Section
	Government Notice R155 in Government Gazette 23108 of February 2002 General Safety Regulations-Reg. 2 (2) PPE
GNR 326, 7 April 2017 as amended, EIA Regulations	Chapter 15, Appendix 4
Transnet Environmental Risk Management strategy and Framework	2015:42
Environmental Management Systems ISO 14001: 2015	Clause 5, 6, 7, 8, 9 and 10

4. DEFINITIONS AND ABBREVIATIONS

4.1 Definitions

Contractor

The Principal Contractor as engaged by Transnet for infrastructure construction operations, including all sub-contractors appointed by the main contractor of his own volition for the execution of parts of the construction operations; and any other contractor from time to time engaged by Transnet directly in connection with any part of the construction operations which is not a nominated sub-contractor to the Principal Contractor

Compliance

Meeting of all the organization's regulatory requirements

Conformance

The action or fact of conforming to this standard and other internal Transnet policies, procedures, guidelines and best practice.

Construction Environmental Management Standard Operating Procedure

Is a document which is used to define how environmental management will be practiced on any construction site under the management of Transnet to ensure that the environment is considered, negative impacts avoided or minimized, and positive impacts are enhanced

Environmental Aspect	Element of an organization's activities or products or services that interacts or can interact with the environment
Environmental Impact	Change to the environment whether adverse or beneficial, wholly or partially resulting from an organization's environmental aspects
Environmental Risk	The product of the likelihood and severity of an unforeseen occurrence/incident/aspect and the impact it would have, if realised, on the environment
Fauna	A group of animals specific to a certain region or time period.
Flora	A group of plants specific to a certain region or time period.
General waste	Waste that does not pose an immediate hazard or threat to health or to the environment; and includes:- (a) domestic waste; (b) building and demolition waste; (c) business waste; (d) inert waste;
Hazardous waste	Any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment.
Incidence/Occurrence	An undesired event occurring at work that results in physical harm to a person or death, or damage to the environment, plant and/or equipment and/or loss of production.

Indigenous vegetation	Plants that naturally occur in an area.
Liquid waste	Waste that appear in liquid form such as used oil, grease and/or contaminated water or waste water.
Method statement	A document that describes how the Contractor will apply environmental management measures associated with a particular activity during construction.
Monitoring	Determining the status of a system, a process or an activity
Natural Vegetation	All existing species, indigenous or otherwise, of trees, shrubs, groundcover, grasses and all other plants found growing on the site.
Responsible Authority	A Responsible Authority, according to the National Water Act 36 of 1998, relates to specific power or authority in respect of water uses that is assigned by the Minister to a Catchment Management Agency or to a Regional Office.
Rehabilitation	Refers to measures that must be put in place to restore the site to its pre-construction or enhanced state, subsequent to construction taking place.
Scope of Work	The construction work for which the Contractor has been appointed in terms of the Contract with Transnet.
Sensitive area	Any area that is denoted as sensitive by this Specification due to its particular attributes, which could include the presence of rare or endangered vegetation, the presence of heritage resources (e.g. archaeological artefact or graves), the presence of a unique natural feature, the presence of a watercourse or water body, the presence of sensitive social receptors etc. As a minimum, habitats that fall under this definition include:

mountain catchments, Ramsar wetland sites, coastal shores, estuaries and endangered ecosystems.

Solid waste

All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Spoil

Excavated material which is unsuitable for re-use as material in the Works or any other use; or is material which is surplus to the requirements of the Works.

Sub -Contractor

is a person or organisation who has a contract with the contractor to:

Construct or install part of the contractors work.

Provide a service necessary to provide the works; or

Supply plant and materials which the person or organisation has wholly or partly designed specifically for the works.

Temporary Storage

A once-off storage of waste for a period not exceeding 90 days.

Topsoil

Means a varying depth (up to 300 mm) of the soil profile irrespective of the fertility appearance, structure, agricultural potential, fertility and composition of the soil.

Waste

Any substance, material or object, that is unwanted, rejected, abandoned, discarded or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material or object, whether or not such substance, material or object can be re-used, recycled or recovered and includes all wastes. Waste or a portion of waste ceases to be a waste only once the waste is, or has been re-used, recycled or recovered.

Wastewater means water containing waste, or water that has been in contact with waste material

Watercourse Refers to -

- a river or spring;
- a natural channel in which water flows regularly or intermittently;
- a wetland, lake or dam into which, or from which, water flows; and
- any collection of water gazetted by the National Water Act, 36 of 1998 as a watercourse, and a reference to a watercourse includes, where relevant, its bed and banks.

Wetland Land which is transitional between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is periodically covered with shallow water, and which land in normal circumstances supports or would support vegetation typically adapted to life in saturated soil.

4.2 Abbreviations

Acronym	Meaning In Full
CEM SOP	Construction Environmental Management Standard Operating Procedure
CM	Construction Manager
CV	Curriculum Vitae

Acronym	Meaning In Full
DEFF	Department of Environment, Forestry and Fisheries
EA	Environmental Authorisation
ECO	Environmental Control Officer
EIA	Environmental Impact Assessment
EO	Environmental Officer
EMP	Environmental Management Plan
EMPr	Environmental Management Programme
EGF	Environmental Governance Framework
MERC	Minimum Environmental Requirements for Construction
NEMA	National Environmental Management Act 107 of 1998
NEM:BA	National Environmental Management: Biodiversity Act 10 of 2004
NWA	National Water Act 36 of 1998
PEM	Project Environmental Manager
PES	Project Environmental Specification
PM	Project Manager
SAHRA	South African Heritage Resource Agency

Acronym	Meaning In Full
SDS	Safety Data Sheet
SHEQ	Safety, Health, Environment and Quality
TRANSNET	Transnet SOC Ltd

FINAL

5. MINIMUM ENVIRONMENTAL REQUIREMENTS FOR CONSTRUCTION

5.1 Tender Documents

Any construction-related tender issued to the market must include:

- Transnet Integrated Management SystemS Policy Statement;
- The Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP);
- The Transnet Minimum Environmental Requirements for Construction (MERC); and
- The Project Environmental Specification (PES).

Any construction-related tender must be recommended for issue by the Transnet Project Environmental Manager/Transnet Environmental Officer before it is released to the market.

5.2 Project Environmental Specification (PES)

Must incorporate all relevant recommendations of the Environmental Impact Assessment (EIA) and other environmental studies for the project and the relevant conditions of the EA and/or other applicable environmental permit(s) and licence(s), and the Transnet Operating Division's Environmental Management requirements (where applicable) into an environmental performance specification for implementation during the construction phase of the project.

The PES need not be a separate document; however it can be in a format of an appendix/addendum making reference to environmental authorisation(s), permit(s) or licence(s) applicable to the project. In cases where the project does not trigger any of the NEMA listed activities or any permit(s)/licence(s); the PES may be compiled to prescribe additional environmental management measures over and above the measures stipulated in the MERC.

5.3 Contractor's Environmental Policy

The Contractor's Environmental Policy must be signed and dated by Top Management.

The content of the Contractor's Environmental Policy must:

- be appropriate to the purpose and context of the Contractor's organization, including the nature, scale and environmental impacts of its activities, products and services;
- provide a framework for setting environmental objectives;
- include a commitment to the protection of the environment, including prevention of pollution and other specific commitment(s) relevant to the context of the Contractor's organization;
- include a commitment to fulfil compliance obligations; and
- include a commitment to continual improvement of the Contractor's environmental management system to enhance environmental performance

5.4 Contractor's Environmental Management Plan (EMP)

The Contractor's EMP must include:

- the name of the person who compiled the EMP;
- the expertise of the person who compiled the EMP, including a CV;
- a description of the Contractor's scope of work;
- a detailed description of the environmental aspects related to the Contractor's scope of work;
- a map at an appropriate scale which depicts all construction activities including associated structures, and infrastructure and environmental sensitivities affected by the construction footprint , as well as no go-areas and associated buffers;
 - The map must include the following:
 - an accurate indication of the project site position as well as the positions of the alternative sites, if any;
 - road names or numbers of all the major roads as well as the roads that provide access to the site(s)
 - a north arrow;
 - a legend;
 - the prevailing wind direction;
 - site sensitivities, including but not limited to vegetation, wetlands, watercourses, heritage sites, critical biodiversity area/s, World Heritage Site, etc. and it must be overlaid by the study area; and

- GPS co-ordinates (Indicate the position of the proposed activity with the latitude and longitude at the centre point for each alternative site. The co-ordinates should be in degrees and decimal minutes. The minutes should be to at least three decimal places. The projection that must be used in all cases is the WGS-84 spheroid in a national or local projection).
- a description of the impacts and risks that need to be avoided, managed and mitigated during the execution of the Contractor's scope of work including (as relevant);
 - planning and design;
 - pre-construction activities;
 - construction activities;
 - rehabilitation; and
 - operation of Transnet assets.
- a description and identification of impact management outcomes required for the identified aspects;
- a description of proposed impact management actions, identifying the manner in which the impact management objectives and outcomes contemplated above will be achieved, and must, where applicable, include actions to:
 - avoid, modify, remedy, control or stop any action, activity or process which causes pollution or environmental degradation;
 - comply with any prescribed environmental management standards or practices; and
 - comply with any applicable local, provincial and national legislation.
- the method of monitoring the implementation of the impact management actions contemplated above;
- the frequency of monitoring the implementation of the impact management actions contemplated above;
- an indication of the persons who will be responsible for the implementation of the impact management actions;
- the timeframe within which the impact management actions contemplated above must be implemented;
- the mechanism for monitoring compliance with the impact management actions contemplated above;

- a program for reporting on compliance, taking into account the requirements of this document;
- an environmental awareness plan describing the manner in which:
 - the Contractor intends to inform his employees of any environmental risk which may result from his scope of work; and
 - risks must be dealt with in order to avoid pollution or the degradation of the environment.
- any specific information that may be required by Transnet.

5.5 Contractor's Environmental Officer (EO)

The Contractor's EO should have relevant environmental qualifications and experience required for the project. The level of qualifications and experience must be in line with the complexity of the Contractor's scope of work coupled with the sensitivity of the site. The level of competency will be determined by Transnet during tender.

5.6 Management of Sub-Contractors

The Contractor must ensure that all his sub-contractors comply with this document in so far as it relates to their specific scope of work or services.

5.7 Pre-Site Access Environmental Governance

The Contractor must appoint the EO recommended in his tender proposal. Should the EO no longer be available, the Contractor must submit a CV of an alternative EO with similar or better qualifications and experience for approval by the Transnet PM and PEM. The same principle will apply if the Contractor's EO is replaced for whatever reason at any stage. No construction may take place without a duly appointed Contractor's EO.

The Contractor must provide his EO with all environmental documents provided by Transnet during tender and submitted as a part of the Contractor's proposal.

The Contractor must obtain the contact details of the responsible Transnet PEM and Transnet EO and provide these details to his EO.

The Contractor's EO must develop an appropriate environmental file for approval by the Transnet EO, including but not necessarily limited to (the environmental file must always be available and up to date on the construction site):

- Documents from the tender as described above.
- His CV.
- An organogram indicating reporting lines of all Contractor's staff (with names included).
- Contact Information for: the overall responsible person acting on behalf of the Contractor to execute the construction works; Contractor's Construction Manager (CM); Contractor's EO; and all relevant emergency personnel.
- A list of the Contractor's plant and equipment indicating a description of the plant/equipment, its fuel capacity, any hazardous components (oils, greases etc.), individual service/maintenance cycles and noise levels.
- A list of hazardous substances to be used during construction indicating: official substance name from Material Safety Data Sheets (MSDS)/ Safety Data Sheet (SDS); quantity on site; storage method; transport method to site; and period to be used on site. All substances listed must have MSDS/ SDS on site in the environmental file.

The MSDS/ SDS should contain the following minimum requirements:

- Section 1: Product and company name
- Section 2: Hazard identification
- Section 3: Composition/information on ingredients
- Section 4: First aid measures
- Section 5: Fire fighting measures
- Section 6: Accidental release measure
- Section 7: Handling storage
- Section 8: Exposure controls/personal protection
- Section 9: Physical and chemical properties
- Section 10: Stability and reactivity
- Section 11: Toxicological Information
- Section 12: Ecological Information
- Section 13: Disposal Consideration

- Section 14: Transportation
- Section 15: Regulatory Information
- Section 16: Other Information
- Photographic pre-construction report that details the site before any activities commence.
- Site Layout Plan indicating but not necessarily limited to,: access roads, site offices, material laydown areas, stockpile areas and parking areas, waste and effluent storage and handling facilities, entire construction footprint, no-go-areas, sewage and sanitary facilities. The plan must be appropriately drawn on a computer and must be clearly visible and properly scaled.
- A site establishment method statement (minimum requirements for method statements are described below in this document).
- Environmental Induction Material to be used to educate site staff and visitors (minimum requirements for environmental induction are described below in this document).
- An activity-based environmental risk assessment.

The Contractor's EO must submit the environmental file for acceptance to the Transnet EO.

The Contractor must obtain a Site Access Certificate from the Transnet PM before accessing the site.

5.8 Safety Data Sheets

Each hazardous substance used on site must have a valid SDS. The SDS must comply with the requirements of the Occupational Health and Safety Act, 85 of 1993.

5.9 Environmental Induction

The Contractor will ensure that all management, foremen and the general workforce, as well as all sub-contractors, suppliers and visitors to site have attended the Transnet Environmental Induction Programme prior to commencing any work on site. Where new personnel commence work on site during the construction period, the Contractor will ensure that these personnel also undergo the Transnet Environmental Induction Programme and are made aware of the environmental specifications on site.

The Contractor must ensure that all of his personnel understand the requirements of the CEM SOP; MERC; EA, EMPr, relevant permits and licences and PES as relevant to their scope of work.

5.10 Environmental Method Statements

- Environmental Method Statements as identified by the Transnet EO based on the Contractor's activity-based environmental risk assessment will be written submissions by the Contractor to the Transnet CM and EO describing:
- The proposed activity, setting out the plant, equipment, materials, labour and method the Contractor proposes using to carry out an activity;
- The environmental management of site conditions – waste management, housekeeping, site establishment etc;
- Transportation of the equipment to and from site;
- How the equipment/ material will be moved while on site;
- How and where material will be stored;
- The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur;
- Timing and location of activities;
- Description of potential positive and negative environmental impacts and how they will be managed;
- Conformance/ non-conformance with this document and any other statutory and best practice standards;
- Monitoring and reporting requirements;
- Records Management; and
- Any other information deemed necessary by the Transnet CM and Transnet EO as well as ECO where applicable.

The Environmental Method Statements will enable the potential positive and negative environmental impacts associated with the proposed construction activity to be identified and mitigation measures put in place. All method statements must be signed by the Contractor, Transnet CM and EO, with the addition of the ECO on authorized projects, thereby indicating that the works will be carried out according to the methodology described therein.

Activities may only commence once the Environmental Method Statements have been approved by the Transnet CM, Transnet EO and ECO (where relevant). In some instances, local authorities may also need to approve the method statements. This will be highlighted in the Project Environmental Specification, where applicable.

All changes to the original Environmental Method Statements must be approved by the Transnet EO and Transnet CM prior to implementation.

To enable timely approvals, the environmental method statements will be submitted to the Transnet CM and Transnet EO for review two (2) weeks prior to the intended date of commencement of the activity, or as directed by the Transnet Project Manager/CM.

Emergency construction activity Environmental Method Statements may also be required. The activities requiring Environmental Method Statements cannot commence if they have not been approved by the CM and PEM, ECO or EO.

NOTE: No advice, approval of method statements or any other form of communication from Transnet will be construed as an acceptance by Transnet of any obligation that indemnifies the Contractor from achieving any required level of performance. Further, there is no acceptance of liability by Transnet which may result from the Contractor failing to comply with the specifications, i.e. the Contractor remains responsible for achieving the required performance levels.

5.11 Environmental Occurrences (Incidents)

The Transnet EO shall provide the Contractor with the procedure to follow in managing environmental occurrences during pre-site access governance.

The Contractor shall follow the procedure provided to him by the Transnet EO and maintain required records thereof.

In the event of an environmental occurrence, the Contractor must, as soon as is reasonably practicable:

- classify an environmental occurrence in line with the Transnet Environmental Management Occurrence process flow;

- take all reasonable measures to contain and minimise the effects of the occurrence, including its effects on the environment and any risks posed by the occurrence to the health, safety and property of persons;
- undertake cleanup procedures;
- remedy the effects of the occurrence; and
- assess the immediate and long-term effects of the occurrence on the environment and public health

5.12 Environmental Non-Conformances (Defects)

Environmental Non-Conformances shall be handled as per the terms and conditions of the Contract.

The Transnet EO shall provide the Contractor with the procedure to follow in managing environmental non-conformances during pre-site access governance.

The Contractor shall follow the procedure provided to him by the Transnet EO and maintain required records thereof.

The Transnet Project Manager shall ensure that all Non-conformances are appropriately closed out within the timeframe specified in the Non-Conformance Report.

Any environmental non-conformance will be dealt with similarly to a Defect as defined in the Contract. A defect is due to non-compliance with the Works Information and it is the responsibility of the Contractor to correct the defect in order to ensure that the work takes place in accordance with the Works Information. Similarly, non-conformance/non-compliance with any other permit or licence will be regarded as a non-conformance with the Works Information. The Contractor is responsible for rectifying any defect (non-conformance) as defined above promptly.

The Contractor's EO shall be responsible to search for and identify non-conformances with the environmental specifications at inspection intervals agreed to with the Transnet EO. The Transnet EO shall also undertake such inspections on a monthly basis. If such monthly inspections indicate that any part of the Contractor's work is non-conformant with the environmental requirements, the Transnet EO shall advise the Transnet PM to issue a Defects Notification to the Contractor accordingly. The Contractor shall correct the non-

conformance (defect) within the timeframes specified in the report and notification and submit proof of such correction to the Transnet EO.

The Transnet EO shall not recommend that a Site Closure Certificate be issued to the Contractor if any non-conformances have not been properly closed out. In such an event, the Transnet Project Manager may also make use of any reasonable contractual means to rectify the non-conformance(s) as allowed by the Contract (retention moneys etc.).

5.13 Community Grievances (Public Complaints)

The Transnet EO shall provide the Contractor with the procedure to follow in managing community grievances during pre-site access governance.

The Contractor shall follow the procedure provided to him by the Transnet EO and maintain required records thereof.

5.14 Environmental Inspections and Audits

Environmental inspections and audits may be conducted using five basic techniques:

- Interviews with Contractor's staff including Sub-contractors and suppliers;
- Document review;
- Observations;
- Monitoring; and
- Measurement and verification.

Table 1 sets out the areas and aspects of the construction site that will be inspected or audited, the frequency of such inspections/audits, the inspector/auditor and the inspected party/auditee. It should be noted that the list is not exhaustive and that each site will have specific issues that will need to be inspected/audited.

Table 1: Details on Environmental Inspections/Audits (where Transnet is the Inspected Party/Auditee, respective Contractors must give full cooperation).

Place	Inspector/Auditor	Inspected Party/ Auditee	Inspection/audit frequency
Construction Site	Contractor's Environmental Officer	Contractor	Daily/Weekly Inspection
Project (including all construction sites).	Transnet Environmental Officer/Project Environmental Manager	Contractor	Monthly Inspection
Project (including all construction sites)	Transnet Environmental Specialist: Assurance	Transnet Project Environmental Manager	As stipulated on the annual audit plan
Project (as defined in Environmental Authorisation)	Environmental Control Officer	Transnet (represented by Transnet Environmental Officer)	As stipulated in the Environmental Authorisation
Project (as defined in Water Use Authorisation)	Independent Auditor	Transnet (represented by Transnet Environmental Officer)	As stipulated in the Water Use Authorisation

The Contractor's EO will be required to conduct inspections of all work areas for which the Contractor is responsible, at intervals agreed to with the Transnet EO. Monitoring shall be

conducted as per the Contractor's approved EMP and all required records shall be maintained by the Contractor.

The Transnet EO will be required to conduct inspections of all work areas for which the Contractor is responsible on a monthly basis or at intervals agreed to with the Transnet Project Environmental Manager. Monitoring shall be conducted as per the Project Environmental Specification. The Inspection Checklist to be used shall be approved by the Transnet PEM prior to each inspection.

5.15 Contractor's Environmental Performance

The Transnet EO will explain how the Contractor's performance will be scored during pre-site access governance to the Contractor's EO. The standard/minimum requirement for all environmental inspections will be 90%.

5.16 Site Planning and Establishment

The Contractor shall establish his construction camps, offices, workshops, eating areas and any other facilities on the site in a manner that does not adversely affect the environment. These facilities must not be sited in close proximity to sensitive areas; the buffer to be determined by the ecological requirements of the fauna/flora found on-site.

The site offices should not be sited in close proximity to steep areas. It is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles be located as far away as possible from any watercourse.

5.16.1 Site Layout Plan

The Site Layout Plan must as a minimum include but not limited to:

- Detailed layout of the construction works areas including access roads, site offices, material laydown areas, temporary stockpile areas and parking areas;
- Detailed locality and layout of all waste storage and handling facilities for litter, kitchen refuse and workshop-derived effluent;
- Proposed areas for the stockpiling of topsoil and excavated spoil material;
- Demarcation of the construction footprint including areas not to be disturbed by the development;

- Location of sewage and sanitary facilities at the site offices and staff accommodation at all localities where there will be a concentration of labour.

Any changes to the location of the facilities and site activities as per the approved site layout plan shall be re-submitted to the Transnet CM and Transnet EO for approval prior to implementation.

The Contractor may be required to submit a separate layout plan dealing only with his site camp. If so this will be specified in the PES.

5.16.2 Identification and Establishment of Suitable Access Routes/Roads

Existing access routes to the construction/works areas must be used as far as possible. The building of access roads must be restricted to prevent unnecessary disturbance of the surrounding environment. Access tracks must be maintained in a good condition at all times during construction to minimize erosion and dust generation.

5.16.3 Demarcation of Site Limits

Prior to the commencement of construction, the site must be clearly demarcated by means of visible barriers. Vegetation within the demarcated zone may be cleared only upon obtaining approval from the Transnet EO. No activities are allowed outside of the approved footprint on the Site Layout Plan.

5.16.4 Eating Areas

The Contractor is responsible for providing adequate eating facilities within the works area to ensure that workers do not leave the site to eat during working hours. Refuse bags/bins must be provided at all established eating areas and when full it should be disposed of appropriately.

5.16.5 Liquid Waste Management

Liquid waste water from site shall be stored on-site in a properly designed and constructed system, situated so as not to adversely affect water courses. Only domestic type wastewater, i.e. toilet, shower, basin, kitchen water shall be allowed to enter the designated system.

5.17 Sewage and Sanitation

The Contractor is responsible for providing adequate sanitary facilities including toilets, toilet paper, wash basins etc. to all workers on site and for enforcing the proper use of these facilities.

Toilet facilities shall be serviced regularly and the waste material generated from these facilities shall be disposed of at a registered waste water treatment works/macerator and relevant permits for transportation of waste and proof of servicing and disposal shall be maintained.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on site, and away from sensitive areas. Use of open areas (i.e. the veld) is not allowed. For projects of high mobility a mobile toilet facility shall be made available by the Contractor.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. Toilets must not be placed in areas susceptible to flooding and high winds. The Contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such facilities in a clean, orderly and hygienic condition to the satisfaction of the Transnet CM.

5.18 Waste Management

Waste shall be grouped into "**general**" or "**hazardous**", depending on its characteristics. The classification shall determine handling methods and the ultimate disposal of material.

General waste which is likely to be generated on site during construction include but not limited to the following:

- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel;
- Uncontaminated construction debris such as used wood and scrap metal; and
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

The Contractor shall classify all waste expected to be generated during the construction period. Examples of typical construction waste which could be expected on the site and how they should be classified are indicated in the following table:

TABLE 2: EXAMPLE OF CONSTRUCTION WASTE CLASSIFICATION

Waste	Classification	
	Hazardous	General
Aerosol containers	X	
Batteries, light bulbs, circuit boards, etc.	X	X
Clean soil		X
Construction debris contaminated by oil or organic compounds	X	
Domestic waste		X
Empty drums (depends on prior use)	X	X
Empty paint and coating containers		X
Explosive waste	X	
PCB waste	X	
Rubble (not contaminated by oil or organic compounds)		X
Waste Cable		X
Waste plastic		X
Waste paint and/or solvent	X	
Waste oil	X	
Waste concrete		X
Waste cement powder	x	
Waste empty cement bags (must be thoroughly decanted)		x
Waste containing fibrous asbestos	X	
Waste timber		X
Sewerage sludge	X	
Scrap metal		X

Waste	Classification	
	Hazardous	General
Chemically-derived sanitary waste	X	

Waste will be managed in accordance with the Waste Management Hierarchy depicted in Figure 1 below:

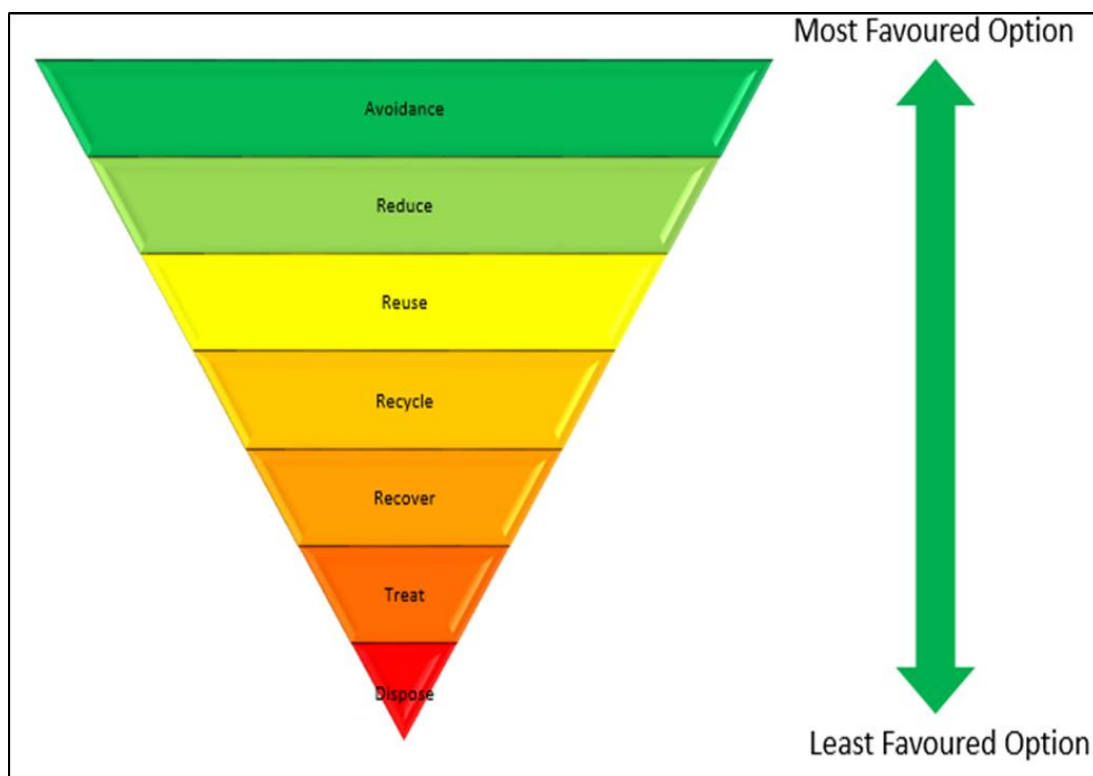


FIGURE 1: THE WASTE MANAGEMENT HIERARCHY

(Transnet Environmental Risk Management strategy and Framework, 2015:42)

- 1. Avoidance/Prevention:** using goods in a manner that minimises their waste components
- 2. Reduction/Minimisation:** reduction of the quantity and toxicity of waste generated during construction
- 3. Re-use:** removing an article from a waste stream for use in a similar or different purpose without changing its form or properties

- 4. Recycling:** separating articles from a waste stream and processing them as products or raw materials
- 5. Recovery:** reclaiming particular components or materials, or using the waste as a fuel
- 6. Treatment:** processing of waste by changing its form or properties in order to reduce toxicity and quantity
- 7. Disposal:** burial, deposit, discharge, abandoning or release of waste

The Contractor is responsible for the removal of all waste generated from site. The Contractor shall ensure that all waste is removed to appropriate licensed waste management facilities. (For the identification of an appropriate facility, the following source may be utilized: <http://sawic.environment.gov.za/>).

The Contractor shall manage **GENERAL WASTE** that is anticipated to be generated by operations as follows:

- Notify waste hauler when container is full so that it can be removed and replaced with an empty container/skip;
- No littering is allowed on site. In the event where staff mobility is high, refuse bags will be made available by the Contractor;
- Provide documented evidence of proper disposal of waste (Waste Disposal Certificate)

The Contractor shall recycle **GENERAL WASTE** (as far as practically possible) that is anticipated to be generated by its operations as follows:

- Obtain and label recycling containers for the following (whichever relevant) and locate them at secure designated locations on site:
 - Office Waste;
 - Aluminium;
 - Steel;
 - Glass;
 - Ferrous Metals;

- Non Ferrous Metals; and
- Waste Timber
- Establish recycled material collection schedule;
- Arrange for full bins to be hauled away;
- Spent batteries, circuit boards, and bulbs, while non-hazardous, require separate storage, special collection and handling; and
- No burning, burying or dumping of waste of any kind will be permitted.

The Contractor shall manage **HAZARDOUS WASTE** anticipated to be generated by his operations as follows:

- Obtain and provide an acceptable container with correct and visible classification label;
- Place hazardous waste material in allocated container;
- Inspect the container on a regular basis as per the Contractor's EMP;
- Track the accumulation time for the waste, haul the full container to the registered hazardous disposal site;
- Notify the waste hauler when container is full so that it can be removed and replaced with an empty container/skip; and
- Provide documented evidence of proper waste disposal of the waste (Waste Disposal Certificate).

The Contractor shall maintain the following waste records for submission to the Transnet EO on request:

- Date of waste management activity;
- Activity Type (reuse, recycle, recover, treat, dispose);
- Description (e.g. contaminated soil, medical waste, tyres, plastic, domestic waste etc.)
- Classification (General/Hazardous);
- Estimated Quantity in kilograms
- Disposal Site Name and Reference Number (where relevant);
- Method of Transport; and
- Signed Collection or Disposal Records

5.19 Workshops, equipment maintenance and storage

All vehicles and equipment must be kept in good working order to maximise efficiency and minimise pollution. Maintenance, including washing and refueling of plant on site must be done at designated locations approved on the Site Layout Plan. The Contractor must ensure that no contamination of soil or vegetation occurs around workshops and plant maintenance facilities.

All machinery servicing areas must be bunded. Stationary plant that leak harmful substances shall not be permitted on site. Washing of equipment should be restricted to urgent maintenance requirements only. Adequate wastewater collection facilities must be provided and the wastewater should be disposed of appropriately in accordance with its waste classification.

5.20 Vehicle and Equipment Refueling

5.20.1 Stationary/Designated Refuelling

No vehicles or machines shall be serviced or refueled on site except at designated servicing or refueling locations included on the approved Site Layout Plan.

The Contractor shall provide details of his refueling activities in his EMP or Refueling Method Statement. Facility design shall comply with the regulations of the National Water Act, (Act 36 of 1998), the Hazardous Substances Act, (Act 15 of 1973), the Environmental Conservation Act, (Act 73 of 1989), National Environmental Management Act, (Act 107 of 1998), and the Occupational Health and Safety Act, (Act 85 of 1993), mainly the Construction - and Hazardous Chemical Substances Regulations.

5.20.2 Mobile Refuelling

In certain circumstances, the refueling of vehicles or equipment in a designated area is not a viable/practicable option and refueling has to be done from a tank, truck, bowser or container moved around on site. In such circumstances, the Contractor may request approval from the Transnet CM to conduct mobile refueling subject to the following control measures:

- Secondary containment equipment shall be in place. This equipment shall be sized to contain the most likely volume of fuel that could be spilt during transfer.

- Absorbent pads or drip trays are to be placed around the fuel inlet prior to dispensing.
- Mobile refueling units are to be operated by a designated competent person.
- The transfer of fuel must be stopped prior to overflowing. Fuel tanks or refueling equipment on vehicles may only be filled to 90% carrying capacity.
- Mobile fuelling equipment must be stored in areas where they are not susceptible to collisions.
- Mobile refueling operations shall not take place within 30 meters of any watercourses or 7.5 meter from other structures, property lines, public ways or combustible storage.

All mobile refueling tanks are to be properly labelled and fire extinguishers with valid service dates shall be located near the fuel storage areas. These extinguishers must be of a suitable type and size.

5.21 Spill Response

The Contractor shall have adequate spill response materials/equipment on site which must be aligned with the volumes of hazardous substances used on site and the risk of pollution to sensitive environmental features.

The Contractor shall have an approved Spill Response Plan, either in his EMP or in the form of a method statement approved by the Transnet CM and Transnet EO.

The Contractor shall instruct construction personnel on the following spill prevention and containment responsibilities:

- All plants to be inspected daily to ensure that they are in good condition;
- Immediately repair all leaks of hydrocarbons or chemicals;
- Take all reasonable measures to prevent spills or leaks;
- Do not allow sumps receiving oil or oily water to overflow;
- Prevent storm water runoff from contamination by leaking or spilled drums of oil or chemicals; and
- Do not discharge oil or contaminants into storm water or sewer systems.

If a spill occurs on land, the Contractor must:

- Immediately stop or reduce the spill;
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Minimum Requirements for Construction Environmental
Management
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- Contain the spill;
- Recover the spilled product;
- Remediate the site;
- Implement actions necessary to prevent the spill from contaminating groundwater or off-site surface water; and
- Manage the contaminated material in accordance with Waste Management requirements in this document.

Any spill to water has the potential to disperse quickly, therefore, the spill must be contained immediately using appropriate containment equipment.

If a spill to water occurs, the Contractor must:

- Take immediate action to stop or reduce the spill and contain it;
- Notify the appropriate on-site authorities;
- Implement actions necessary to prevent the spread of the contamination by deploying appropriate absorbent material;
- Recover the spilled product; and
- Manage the contaminated material in accordance with Waste Management requirements in this document. Water samples to be taken downstream from where the spill took place to trace the extent of pollution.

All spills must be recorded as occurrences and managed in accordance with the requirements for Occurrences in this document.

5.22 Spray Painting and Sandblasting

Spray painting and sandblasting must be kept to a minimum. All painting must, as far as practicable, be done before equipment and material is brought on site. Touch-up painting is to be done by hand painting or as per the approved EMP or Method Statement.

The relevant Contractor will inform his EO when and where spray painting or sandblasting will be carried out prior to commencement of work. The Contractor's EO will monitor these activities to ensure that adequate measures are taken to prevent contamination.

Sand may only be acquired from approved commercial sources and in instances where sand is collected from the natural surrounds, such collection must be approved by the Transnet EO.

If the area is in confined or high (elevated) areas, a protection plan must be issued for approval by the Transnet EO.

5.23 Dust Management

The usage of water for dust management will be minimized as far as practically possible. Discretion must be applied in this regard especially relating to drought conditions. Only water from approved sources may be used. Dust control measures must be approved by the Transnet EO prior to commencement of the Works.

The following minimum dust management practices must be implemented on site:

- Vehicles must be operated within speed limits, where no speed limit has been specified, the limit shall be 40km/h;
- Haulage distances must be minimized as far as reasonable practicable;
- Where water suppression is insufficient or impractical, environmentally friendly soil stabilizers must be used;
- Stockpiles and open areas that may cause dust must be stabilized and vegetated where required;
- Dust suppression measures must be implemented on inactive construction areas. (An inactive construction site is one on which construction will not occur for a month or more);
- Disturbance of natural vegetation must be minimized to reduce potential erosion, runoff, and air-borne dust;
- Material in transit must be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage or creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin;

5.24 Storm Water and Dewatering Management

Apart from runoff from overburden emplacements and stock piles, storm water can also be contaminated from batch plants, workshops, vehicle wash-down pads, etc., and contaminants during construction may include hydrocarbons from fuels and lubricants, sewerage from employee ablutions and excess fertilizer from rehabilitated areas, etc.

Discharges to controlled waters such as the sea, rivers, and groundwater or to sewerage systems are controlled under South African Water Legislation. The following specific measures are required:

- Temporary drainage must be established and maintained on site during the construction period until permanent drainage is in place. Secondary drainage that prevents erosion must be provided, where necessary.
- Contractors must employ good housekeeping in their areas to prevent contamination of drainage water.
- Stagnant water shall be cleared at a frequency approved by the Transnet EO.
- Any surface water flows off-site must be approved by the Transnet EO. Where necessary, silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure no runoff from the site except at points where silt traps are provided. The Contractor shall be responsible for checking and maintaining all silt traps for the duration of the project.
- The removal from groundwater is defined as a water-use under the National Water Act 36 of 1998. Therefore, it must be ensured that the project has been authorised by the Responsible Authority to remove and discharge groundwater prior to dewatering taking place. If applicable, the Contractor shall be responsible for collection, management, and containment within the site boundaries of all dewatering from all general site preparation activities.
- On-site drainage shall be accomplished in accordance with a plan approved by a suitably qualified civil engineer.

5.25 Erosion Control

Erosion control measures will be designed, implemented, and properly maintained in accordance with best management practices which will include, but not limited to the following:

- Activities must be scheduled to minimise the extent of disturbance of an area at any one time;
- Re-vegetation must be implemented as early as feasible;
- Construction traffic must be properly managed and controlled;
- Areas must be graded to the extent feasible at drainage ditches;
- Loose soil will be compacted as soon as possible after excavation, grading, or filling;
- Silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary berms or swales, small sedimentation basins must be used;
- The transport of sediment must be minimised;
- An erosion and sedimentation control plan must be developed, approved by the Transnet EO and communicated to staff; and
- The Contractor shall be responsible for checking and maintaining all erosion and sedimentation controls.

5.26 Noise Management

- The following specific measures are required:
- Keep all equipment in good working order;
- Operate equipment within its specification and capacity and don't overload machines;
- Apply regular maintenance, particularly with regards to lubrication;
- Operate equipment with appropriate noise abatement accessories, such as sound hoods;
- Relevant stakeholders shall be notified of any excessive noise-generating activities that could affect them;
- Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, SANS 10103:2004 or the latest at the time, so that it will not produce excessive or undesirable noise when released;

- All the Contractor's equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, SANS 10103:2004 or the latest at the time, for construction plant noise generation
- Contractor's vehicles shall comply with the Road Traffic Act, (Act 29 of 1989) when any such vehicle is operated on a public road.
- If on-site noise control is not effective, protect the victims of noise by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act, (Act 85 of 1993).

5.27 Protection of Heritage Resources

5.27.1 Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Transnet CM and Transnet EO of such a discovery. The South African Heritage Resources Agency (SAHRA) or relevant Authority is to be contacted and will appoint an Archaeologist to investigate the find. Work may only resume once clearance is given in writing by the Archaeologist.

5.27.2 Graves

If a grave is uncovered on site, or discovered before the commencement of work, all work in the immediate vicinity of the grave shall be stopped and the Transnet CM and EO informed of the discovery. The South African Heritage Resources Agency (SAHRA) or relevant Authority should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the SAHRA, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

5.28 Fire Prevention

Fires shall only be allowed in facilities or equipment specially constructed for this purpose.

A firebreak shall be cleared and maintained around the perimeter of the camp and office sites where and when necessary. In cases where construction is taking place in a Critical Biodiversity Area as listed under NEM:BA; it must be ensured that the requirement of a firebreak is screened against the NEMA Listing Notice 3 to confirm legislative requirements.

All conditions incorporated in the requirements of the Occupational Health and Safety Act shall be implemented.

5.29 Water Protection and Management

No water shall be abstracted from any water course (stream, river, or dam) without the expressed permission of the Transnet CM and Transnet EO. Such permission shall only be granted once it can be shown that the water is safe for use, that there is sufficient water in the resource to meet the demand, and once permission has been obtained from the Department of Water and Sanitation in accordance with the requirements of the National Water Act (Act 36 of 1998).

Water for human consumption shall be available at the site offices and at other convenient locations on site. The generally acceptable standard is that a supply of drinking water shall be available within 200m of any point on the construction site.

Method Statement(s) must be prepared by the Contractor for the various water uses. The Contractor shall keep a record of the quantities of water used on-site during construction (including use by sub-contractors), irrespective of the purpose of use.

5.30 Protection of Fauna and the collection of firewood

On no account shall any hunting or fishing activity of any kind be allowed. This includes the setting of traps, or the killing of any animal caught in construction works.

On no account shall any animal, reptile or bird of any sort be killed. This specifically includes snakes or other creatures considered potentially dangerous discovered on site. If such an animal is discovered on site, an appropriately skilled person should be summoned to remove the creature from the site. Consideration should be given to selection and nomination of such a person prior to site establishment. If no-one is available, training should be provided to at least two site staff members.

The Contractor shall provide adequate facilities for all his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The Contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

5.31 Environmental Awareness Training

An Environmental Awareness Program is considered a necessary part of the Construction Environmental Management Plan for the Project. Training of the appropriate construction personnel will help ensure that all environmental regulations and requirements are followed which must be defined in the relevant Method Statement to be prepared by the Contractor.

Objectives of environmental awareness training are:

- Environmental Management – protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources.
- Regulatory compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in regional and local regulations.
- Problem recognition and communication – training personnel to recognise potential environmental problems, i.e. spills, and communicate the problem to the Contractor's EO for a solution.
- Liability control - non-compliance with regulatory requirements can lead to personal and corporate liability.

All individuals on the Project construction site will need to have a minimum awareness of environmental requirements and responsibilities. However, not all need to have the same degree of awareness. The required degree of knowledge is greatest for personnel in the Safety, Health, and Environmental Sections and the least for the manual personnel.

The Contractor shall present environmental awareness programmes on a weekly/bi-monthly basis (depending on project requirements) and keep record of all the environmental related training of the personnel.

5.32 Handling and Batching of Concrete and Cement

Concrete batching shall only be conducted in demarcated areas which have been approved by the Transnet CM and Transnet EO.

Such areas shall be fitted with a containment facility for the collection of cement-laden water. This facility shall be bunded and have an impermeable surface protection so as to prevent soil and groundwater contamination. Drainage of the collection facility will be separated from any infrastructure that contains clean surface runoff.

The batching facility will not be placed in areas prone to floods or the generation of stagnant water. Access to the facility will be controlled so as to minimise potential environmental impacts. Hand mixing of cement and concrete shall be done on mortarboards and/or within the bunded area with impermeable surface or concrete slab. Bulk and bagged cement and concrete additives will be stored in an appropriate facility at least 10m away from any watercourses, gullies and drains.

Waste water collected in the containment facility shall be left to evaporate. The Contractor shall monitor water levels to prevent overflows from the facility. It is acknowledged that all waste water will evaporate; it must be ensured that the remaining water can be pumped into sealed drums for temporary storage and must be disposed of as liquid hazardous waste at an authorised hazardous waste management facility.

All concrete washing equipment, such as shovels, mixer drums, concrete chutes, etc. shall be done within the approved washout facility. Water used for washing shall be restricted as far as practically possible.

Ready-mix concrete trucks are not allowed to wash out anywhere other than in an area designated and approved by the Transnet CM and EO for this purpose.

The Contractor shall periodically clean out hardened concrete from the wash-out facility or concrete mixer, which can either be reused or disposed of as per accepted waste management procedures.

Empty cement and bags, if temporarily stored on site, must be collected and stored in weatherproof containers. Used cement bags may not be used for any other purpose and

must be disposed of on a regular basis in accordance with the Contractor's solid waste management system.

Sand and aggregates containing cement will be kept damp to prevent the generation of dust.

Concrete and cement or any solid waste materials containing concrete and cement will be disposed of at a relevant registered disposal facility and SDCs kept on the file. Where disposal facilities for general waste are utilised, written consent from the relevant municipality must be obtained by the Contractor and filed in the Green file.

5.33 Stockpiling, Soil Management and Protection of Flora

The Contractor shall measure the extent of all areas cleared for construction purposes and keep this figure updated. Sensitive areas shall be cordoned off and avoided in this regard.

Stockpiling may only take place in designated areas indicated on the approved site layout plan. Any area to be used for stockpiling or material laydown shall be stripped of all topsoil.

Clearance of vegetation shall be restricted to that which is required to facilitate the execution of the works. Vegetation clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible when and where necessary. The detail of vegetation clearing shall be subject to the Transnet CM's approval and shall occur in consultation with the Transnet EO.

Stockpiles must be positioned in areas sheltered from the wind and rain to prevent erosion and dispersion of loose materials. Stockpiled soil shall be protected by adequate erosion-control measures. Soil stockpiles shall be located away from drainage lines, watercourses and areas of temporary inundation. Stockpiles containing topsoil shall not exceed 2m in height unless otherwise permitted by Transnet.

Topsoil shall be stockpiled separately from other materials and prevented from movement. Excavated subsoil, where not contaminated, must be used for backfilling, if possible, and topsoil for landscaping and rehabilitation of disturbed areas. Where topsoil

has become mixed with subsoil or is not up to the original standard, fertiliser or new topsoil shall be provided by the Contractor.

No vegetation located outside the construction site shall be destroyed or damaged. As far as is reasonably practicable, existing roads must be used for access to the site. Before site clearance takes place, vegetation surveys must be conducted and protected species identified.

No protected plant species shall be removed without written consent from the relevant authorities. The development of new embankments or fill areas must be undertaken in consultation with the Transnet EO.

No dumping of solid waste or refuse shall be allowed within or adjacent to areas of natural vegetation.

The Contractor shall identify and eradicate all declared alien and invasive plant species occurring on site.

5.34 Traffic Management

Vehicles usage is permitted only on access roads. Vehicles should only be parked within designated parking areas as demarcated on the site layout plan.

Turning of vehicles should only take place within a clearly demarcated "turn area" located within the approved construction footprint.

The Contractor must co-ordinate the loading and offloading of material during the construction phase so as to ensure that vehicular movement is in one direction only at any one time and that side-tracks are not created on the site.

5.35 Transportation of Materials

The Contractor is responsible for ensuring that all suppliers and delivery drivers are aware of procedures and restrictions (e.g. no-go areas) in terms of the SOP CM and this Specification. Material must be appropriately secured to ensure safe passage between destinations during transportation. Loads must have appropriate cover, where ADTs are not utilised, to prevent spillage from the vehicles. The Contractor will be held responsible for any clean-up resulting from the failure to properly secure transported materials.

5.36 Borrow Pits and Quarries

The Contractor shall ensure that suppliers of rock and sand raw materials are in possession of the required permit/license and keep record of the quantity of material supplied.

The Contractor will not make direct use of any borrow pits and quarries unless the borrow pit has a valid permit, he has obtained written approval from the Transnet CM and Method Statement has been submitted and approved. The Method Statement will provide the detailed description of the location of the borrow pits and/or quarries and the procedures that will be followed to adhere to any pertinent national or local legislation (e.g. mineral extraction, rehabilitation, safety and noise levels).

5.37 Social and Labour Issues

The criteria for and selection of labourers, sub-contractors and suppliers for the project shall demonstrate preference for the local community and shall be aligned with the criteria set by Transnet SOC Ltd in appointing the Contractor. The Contractor shall keep records of the identity of all staff.

Under no circumstances shall the Contractors engage in formal discussions with landowners without prior consent by the Transnet CM.

No activity on private property shall be allowed without written consent by the relevant landowner and Transnet CM/Transnet EO.

Any damage to private property caused by the Contractor during the construction period, shall be repaired to the satisfaction of the Transnet CM, the Transnet EO and the landowner.

The Contractor shall keep record of any complaint raised during the construction period relating to the Contractor's activities.

No job-seekers shall be allowed on site and signs reflecting such shall be displayed on the notice boards.

5.38 Energy Management

The Contractor shall measure and keep updated records of the following:

- Electricity consumption (to be measured in Kilowatt Hours)
- Fuel consumption (to be measured in liters)

5.39 Handling, Storage and Management of Hazardous Substances

All hazardous materials/substances shall be stored in a secured, designated area that is fenced, bunded and has restricted entry.

All storage shall take place using suitable containers to the approval of the Transnet CM and EO.

All hazardous liquids shall be located in a secure, demarcated area and an adequate bund wall (110% of the total volume stored) shall be provided. The floor and wall of the bund area shall be impervious to prevent infiltration of any spilled/leaked liquids into the soil.

No spillages or accumulated stormwater within this bunded area will be allowed to be flushed from the bund into the surrounding area.

Hazard signs indicating the nature and volume of the stored materials shall be displayed on the storage facility or containment structure.

Weigh bills of hazardous substances shall be sourced from suppliers and kept on site for inspection by the Transnet EO.

The Contractor must provide a method statement detailing the hazardous substances that are to be used during construction, as well as the storage, handling and disposal procedures for each substance. Emergency procedures in the event of misuse or spillage that might negatively affect the environment must be specified.

Information on each hazardous substance will be available to all persons on site in the form of MSDS/SDS. Training and education about the proper use, handling, and disposal of the material will be provided to all workers handling the material.

The Contractor's EO must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

5.40 Housekeeping

The Contractor must ensure proper housekeeping of the site for the duration of the project. If practical the contractor shall amongst construction personnel, assign one to be responsible for good housekeeping

Materials shall be stored in a neat and tidy manner in designated areas as per the approved site layout plan.

5.41 Rehabilitation

Contractors shall rehabilitate the entire site upon completion of work. Where applicable, rehabilitation must be in line with the measures outlined in the Project Environmental Specification. A rehabilitation plan will be submitted to the Transnet CM and EO for approval at least six weeks before project completion. The following, but not limited are critical issues to be included in the rehabilitation plan:

- Details of soil preparation procedures including proposed fertilisers or other chemicals being considered for use;
- A list of the plant species that will be used in the rehabilitation process. Note that these should all be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified Botanist/Horticulturist should be sought in developing this list;
- Procedures for watering the planted areas (frequency of watering, methodology proposed etc.);
- An indication of the monitoring procedures that will be put in place to ensure the successful establishment of the plants (duration and frequency of monitoring, proposed criteria for declaring rehabilitation as being successful); and
- Procedures for the prevention of the establishment and spread of alien invasive species.

5.42 Documentation and Records Management

The Contractor's EO will complete and maintain copies of all documents and records and ensure that these documents and records are kept up to date.

The Contractor's EO will submit these documents to the Transnet EO on a frequency as agreed to with the Transnet EO, except where documents have remained unchanged in which case written notification to this effect must be provided to the Transnet EO. The Contractor's EO must ensure that electronic copies of these documents are saved on the Transnet system.

Once the construction activities have been completed and the Transnet EO has conducted a site closure inspection and notified the Contractor that site closure will be granted, all documents described above must be handed over to Transnet after which a Site Closure Certificate will be issued by the Transnet Project Manager.

NOTE: All documents/records are to be retained, within the Transnet Document Control System, for a period of 10 years. In the event of environmental documentation/record being lost before receiving a Site Closure Certificate, the Contractor will be penalised according to the specifications laid down in the Contract.

6. RECORDS

Refer to CEM SOP.

7. ANNEXURES

None.



TRANSNET GROUP CAPITAL
ENVIRONMENT & SUSTAINABILITY

**CONSTRUCTION ENVIRONMENTAL
MANAGEMENT PLAN (CEMP)**

ENV-STD-001 Rev04

Document Control

This document will be managed and controlled in terms of the Transnet Document, Data and Records Management Procedure.

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1 Purpose

This document describes the main environmental management requirements that the Contractor must comply with during the construction phase to ensure that the environment is considered, negative impacts avoided or minimised, and positive impacts enhanced. This document is critical to the principal Contractor and the Contractor's Environmental Officer (EO) as well as any sub-contractors performing work on the principal Contractor's behalf.

The purpose of this Document is to:

- Describe how project environmental risks will be identified and managed during the construction phase;
- Detail the roles and responsibilities of all parties with respect to environmental management during construction;
- Outline the organisational structure for effective implementation of the CEMP;
- Assist the Contractor in understanding the requirements of complying with the CEMP and any relevant specifications; and
- Provide a set of standards for environmental management during the construction phase.

2 Scope

This standard applies to Contractors that work on site under the control of Transnet Group Capital (TGC).

3 Abbreviations and Definitions

3.1 Abbreviations

Abbreviation	Meaning
CEMP	Construction Environmental Management Plan
CV	Curriculum Vitae
DEA	Department of Environmental Affairs
EA	Environmental Authorisation
ECO	Environmental Control Officer
EO	Environmental Officer

Abbreviation	Meaning
EGF	Environmental Governance Framework
EMP	Environmental Management Plan
EMPr	Environmental Management Programme
NEMA	National Environmental Management Act 107 of 1998 (as amended)
NCR	Non-conformance Report
PES	Project Environmental Specification
SES	Standard Environmental Specification
SHEQ	Safety, Health, Environment and Quality
TGC	Transnet Group Capital
CM	Construction Manager
PEM	Project Environmental Manager
PM	Project Manager

3.2 Definitions

Compliance	The action or fact of complying with legislation or regulations.
Conformance	The action or fact of conforming to this standard and other internal policies, procedures, guidelines and best practice.
Construction Manager	Works together with the Project Manager and the TGC EO to ensure that construction proceeds in accordance with the relevant specifications and agreed schedule.
Contractor	The Principal Contractor as engaged by Transnet Group Capital for infrastructure construction operations, including all sub-contractors appointed by the main contractor of his own volition for the execution of parts of the construction operations; and any other contractor from time to time engaged by Transnet Group Capital directly in connection with any part of the construction operations which is not a nominated sub-contractor to the Principal Contractor.

Contractor's Environmental Officer	Contractor's Environmental Officer responsible for ensuring compliance with the CEMP.
Corrective Action	It is generally a reactive process used to address problems after they have occurred. Corrective action may be triggered by a variety of events, e.g. Non-conformance to documented procedures and work instructions, non-conformances raised through internal audits, unacceptable monitoring and measurement results, internal & external SHEQ complaints, etc.
Emergency	Sudden unforeseen event needing immediate or prompt action.
Environment	Surroundings in which the Contractor operates, including air, water, land, natural resources, flora, fauna, humans and their interrelations.
Environmental Aspect	Element of a Contractor's activities, products or services that can interact with the environment and cause an environmental impact (e.g. dust, noise etc.).
Environmental Authorisation	Environmental Authorisation is the authorisation granted by a competent authority of a listed activity or specified activity in terms of National Environmental Management Act 107 of 1998 (as amended).
Environmental Impact	Any change to the environment, whether adverse or beneficial, wholly or partially resulting from a Contractor's activities, products or services.
Environmental Management Plan	A plan generated by the Contractor describing the relevant roles and responsibilities and how potential environmental risks will be assessed and managed including the monitoring and recording thereof.

Environmental Management Programme	A programme that has been approved by the Competent Authority in terms of NEMA, 107 of 1998 stipulating information on any proposed management, mitigation, protection or remedial measures that will be undertaken to address the environmental impacts that have been identified
Environmental Risk	The product of the likelihood and severity of an unforeseen occurrence/incident/aspect and the impact it would have, if realised, on the environment
Incident/Occurrence	An undesired event occurring at work that results in physical harm to a person or death, or damage to the environment, plant and/or equipment, and/or loss of production.
Method Statement	A document that describes how the Contractor will implement environmental management measures associated with a particular environmental aspect during construction.
Non-conformance	An action or situation that does not conform to Transnet/TGC's SHEQ standards, procedures or legislative requirement(s) and that can be, or lead to, an unacceptable SHEQ incident.
Non-compliance	Contravention to environmental legislative requirements.
Project Environmental Manager	Works together with the Project Manager and Construction Manager to ensure that the requirements of the CEMP/SES and applicable PES are met.
Project Manager	A person/s, as appointed by Transnet, responsible for the overall management and implementation of a project.

4 Overview of the CEMP

It is the stated goal of TGC to implement sustainable environmental management practices within the organisation. This will apply to the planning, design, construction, operation, restoration, reuse and decommissioning activities related to all infrastructure development, upgrade and maintenance. The CEMP is the tool used to ensure this goal is achieved during the construction and commissioning phases. Some decommissioning may occur during site clearing in brownfield sites and this CEMP will also apply to those activities.

The CEMP has been developed in line with the requirements of all relevant South African Environmental Legislation and Standards of Best Practice.

The CEMP and associated documents or specifications as well as the EA will be included in the Tender Documents issued to the prospective Contractors. The Contractors will incorporate all requirements set out in the specifications in their submissions to TGC.

There are two types of environmental specifications:

- **Standard Environmental Specification (SES)** describes the minimum standards for environmental management for a range of environmental aspects associated with all construction projects with which the Contractor must comply.
- **Project Environmental Specification (PES)** describes standards specific to a particular project. Variations and additions to the SES are set out in this PES. These would include the EA issued to the project or elements generally drawn from the EA or permits for that project or from specific requirements set by TGC Clients. The PES may also require a more stringent standard to that described in the SES if required by the EA or a particular industry code to which Transnet subscribes including any environmental constraints at a construction site. The PES need not be a separate document; however it can be in a format of an appendix/addendum making reference to environmental authorisation(s), permit(s) or licence(s) applicable to the project. In cases where the project does not trigger any of the NEMA listed activities or any permit(s)/licence(s), the PES may be compiled to prescribe additional environmental management measures over and above the measures stipulated on the SES.

The specifications are configured as performance specifications to ensure that TGC and any entities that enter into formal agreements with TGC achieve the required level of environmental performance.

NOTE: No advice, approval of method statements or any other form of communication from TGC will be construed as an acceptance by TGC of any obligation that indemnifies the Contractor from achieving any required level of performance. Further, there is no acceptance of liability by TGC which may result from the Contractor failing to comply with the specifications, i.e. the Contractor remains responsible for achieving the required performance levels.

5 Implementation of the CEMP

5.1 Roles and Responsibilities

5.1.1 TGC Project Environmental Manager (PEM)

The TGC PEM will be responsible for ensuring that the CEMP and associated specifications or requirements are complied with during construction. The TGC PEM will report functionally to the TGC Senior Manager: Environment and Sustainability, and relevant Project Manager.

Specific tasks during the construction stage will include:

- Liaison with the relevant authorities;
- Preparation of the PES;
- Tender evaluation, development of environmental criteria and adjudication thereof;
- Review all reports from the Environmental Officer/Specialist, including sign off on Method Statements and Monthly Audit reports;
- Conduct any environmental incident enquiries;
- Identify, with support from the TGC Construction Manager; the need for corrective or remedial measures with regard to proposed works;
- Ensure induction material includes project appropriate environmental issues;
- Approve training programmes and other awareness initiatives;
- Coordinate or facilitate internal environmental audits;
- Sign-off on audit reports prepared by ECOs; and
- Prepare environmental monitoring protocols (if monitoring to be done by Environmental Officer and not by an outside consultant).

The TGC PEM may delegate part or all of these responsibilities to the TGC Environmental Officer, based on the merits of the particular project at hand.

5.1.2 TGC Construction Manager

The TGC Construction Manager has overall responsibility for environmental management on site which includes the implementation of the CEMP, SES and PES and reports to the Project Manager. The TGC Construction Manager is supported by the TGC Environmental Officer/Specialist.

The specific environmental tasks for TGC the Construction Manager during the construction phase will include:

- Reviewing the monthly reports compiled by the TGC Environmental Officer/Specialist;
- Communicating directly with the Contractors on environmental issues observed on site; and
- Issuing non-conformance notifications to Contractors in consultation with the TGC Environmental Officer/Specialist

5.1.3 TGC Environmental Officer

The TGC Environmental Officer reports functionally to the TGC Construction Manager and TGC PEM and is responsible for conducting the tasks required to ensure that the CEMP, SES and PES are implemented on the construction site.

The TGC Environmental Officer will conduct the following tasks:

- Ensure that environmental issues receive adequate attention in the site induction training;
- Prepare Risk Reports;
- Prepare and conduct environmental awareness training, as and when required (e.g. posters, tool box talks, signage);
- Generate an inspection checklist prior to the project commencement for sign off by the TGC PEM;
- Review and approve site layout plan;
- Conduct monthly observation & inspection of all work places based on the approved inspection checklist;
- Monitor the Contractor's compliance with the CEMP, SES and PES;

- Develop an Audit Finding and Close out Register that documents all audit findings, close out actions and the time frame allowed for in order to close the finding/s;
- Ensure that all environmental monitoring programmes (sampling, measuring, recording etc. when specified) are carried out according to protocols and schedules;
- Measurement of completed work (e.g. areas top soiled, re-vegetated, stabilised etc.);
- Attendance at scheduled SHE meetings, as and when required, and project coordination meetings;
- Ensure that site documentation (permits, EA, EMPr, CEMP, method statements, audit reports, waste disposal slips etc.) related to environmental management is maintained on the relevant Document Control System;
- Inspect and report on environmental incidents and check corrective action;
- Keep a photographic record of all environmental incidents;
- Completion of Flash Reports for all Level 1 and 2 environmental incidents;
- Implementation of environmental-related actions arising from the minutes of scheduled meetings;
- Management of complaints register;
- Review and Sign off Method Statements prepared by Contractor's EO, as delegated by the TGC PEM;
- Audit conformance to Environmental Method Statements;
- Collate information received, including monitoring results into a monthly report that is supported with photographic records to the TGC Construction Manager showing progress against targets; and
- Report environmental performance of the project on a monthly basis through relevant governance channels.

The key deliverables will include the compilation of:

- Project Start Up Checklist
- Monthly Inspection Checklist
- Monthly Environmental Audit Report
- Monitoring Results, where required
- Flash reports
- Incident investigation Reports
- Environmental Incident Register
- Environmental Non-Conformance Register & Reports
- Complaints Register

- Method Statements Register
- Site Close Out Inspection
- Site Close-Out Reports

5.1.4 Environmental Control Officer

The Environmental Control Officer (ECO) is an independent person legally appointed to monitor compliance of construction related activities with the conditions of the Environmental Authorisation. The ECO fulfils an autonomous role and submits audit reports to the Competent Authority at intervals specified in the EA.

The ECO will conduct the following tasks:

- Monitor compliance to the conditions of the EA, EMPr and can include permits and licenses applicable to a project;
- Attend project meetings as and when required;
- Conduct audits at a frequency stipulated on the EA/EMPr; and
- Compile audit reports and submits them to relevant authorities.

5.1.5 Contractor's Environmental Officer

The Contractor will appoint an Environmental Officer before commencement of any work on site whose role is to ensure implementation of the requirements of the CEMP, SES and PES where applicable. The Contractor will submit the name and CV of the Environmental Officer as well as an Environmental Management Plan detailing roles and responsibilities with their tender submission. The Environmental Officer should have relevant environmental qualifications and experience required for the project. The level of qualifications and experience will depend on the complexity of the project and the sensitivity of the site. This will be for TGC's approval and no work can commence on site if this has not been done.

The Contractor's Environmental Plan will include, but not be limited to:

- Contractor's Environmental Organogram;
- A description of environmental management responsibilities of the Contractor's Project Manager, Contractor's Site Manager and the Contractor's Environmental Officer;
- A signed and dated organisational Environmental Policy;
- Environmental Method Statements; and

- Project-specific Environmental Management Plan;

The Contractor's Environmental Officer will liaise with the TGC Environmental Officer on site. It will be the responsibility of the Contractor's Environmental Officer to ensure that all work is conducted according to the approved Environmental Method Statements and that the roles and responsibilities as set out in this document are fulfilled. The Contractor Environmental Officer's tasks will include:

- Daily and weekly inspections of the work area(s) as per schedule or authorised through written instruction by TGC PEM or Environmental Officer. The Contractor is referred to Section 7 for an example of the items that will need to be inspected and which items will be audited by the TGC Environmental Officer;
- Prepare project-specific activity/aspect based Environmental Method Statements;
- Identify local, provincial and national environmental legislation that applies to the Contractor's activities;
- Ensure conformance/compliance to the CEMP, SES, PES, licenses and permits and approved Environmental Method Statements;
- Conduct ongoing Environmental Awareness Training of the Contractor's site personnel;
- Reporting, investigating and recording of any environmental incidents caused by the Contractor or due to the Contractor's activities, including their sub-contractors;
- Close out of environmental incidents;
- Attendance at all SHE meetings and induction programmes, and toolbox talks where required
- Monitor Waste Management;
- Monitor Water and Energy use;
- Ensure that environmental signage and barriers are correctly placed;
- Taking required corrective action within specified time frame and close out of non-conformances;
- Maintain site documentation related to environmental management (permits, CEMP, method statements, EA, reports, audits, monitoring results, receipts for waste removal etc.). Documentation to be maintained on the relevant site Document Control System;
- The compilation of the Project Environmental Management File
- Hazardous Substances Register; and
- Ensure the environmental file content is scanned monthly or in intervals agreed to by the TGC EO, as per the TGC index and submitted to the TGC document control monthly.

The Contractor's Environmental Officer will be expected to submit daily/weekly checklists as agreed by the TGC Environmental Officer to the TGC Environmental Officer.

When the Contractor's Environmental Officer is replaced after the person has been approved by TGC, the Contractor will submit a CV of a replacement Environmental Officer who has at least the same level of qualification and experience of the previous approved person for approval by the TGC Environmental Officer and TGC Construction Manager. No work can proceed until the replacement Environmental Officer has been approved.

5.1.6 The Contractor

The Contractor shall comply with the requirements of the CEMP and abide by the TGC Project Manager's and TGC Environmental Officer/Specialist's instructions regarding the implementation of the CEMP.

The Declaration of Understanding, as detailed in **Section 6**, must be signed during tender stage, and a signed copy must be submitted to the TGC Environmental Officer prior to the start of construction.

Section 6 details some of the main actions required from the Contractor at various stages during the contract. The TGC Environmental Officer will monitor that all of these actions are undertaken in accordance with the CEMP.

It must be noted, however, that **Section 6** does not list all the requirements of the CEMP, but rather serves as a guide as to where definite actions are required before certain activities can commence. It should be read in conjunction with the SES, and the PES.

Section 7 contains aspects that will be subject to regular inspections and audits by the various parties.

5.2 Organisational structure

The organisational structure identifies and defines the responsibilities and authority of the various entities involved in the project. All instructions and official communications regarding environmental matters will follow the organisational structure shown in **Figure 1**.

All instructions that relate to the CEMP will be given to the Contractor via the TGC Project Manager. In an emergency situation, however, the TGC Environmental Officer may give an instruction directly to the Contractor. Environmental Management of the site will be an item on the agenda of the monthly site meetings, and the TGC Environmental Officer will attend these meetings on request by the Contractor. If at any time the TGC Project Manager is uncertain in any way with respect to an environmentally related issue or specification in the CEMP, he will consult with the TGC PEM.

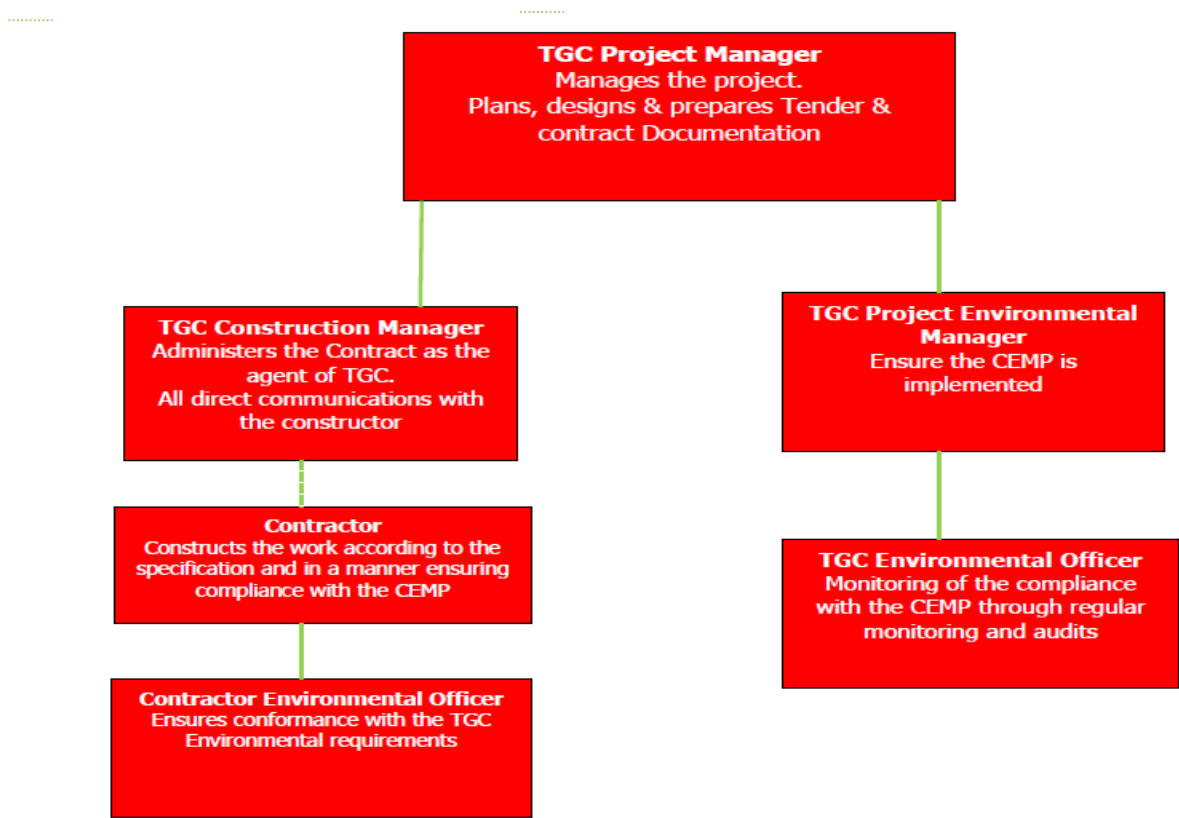


Figure 1: Typical TGC Organogram for Construction

5.3 Availability of the CEMP

Copies of the relevant CEMP documentation (SES, & PES, and any Contractor's Guideline Documents) must be available at the site offices of the Contractor and/or on site.

5.4 Project Environmental Management Plan

The Contractor is required to submit an Environmental Management Plan (EMP) with his Tender Documents. The EMP should describe the relevant roles and responsibilities and how potential environmental risks will be assessed and managed including the monitoring and recording thereof. These will be used to establish a Contractor's competency and experience of preventing and managing potential environmental impacts.

5.5 Environmental Method Statements

Environmental Method Statements are written submissions by the Contractor to the TGC Construction Manager and Environmental Officer describing:

- The proposed activity, setting out the plant, equipment, materials, labour and method the Contractor proposes using to carry out an activity;
- The environmental management of site conditions – waste management, housekeeping, site establishment;
- Transportation of the equipment to and from site;
- How the equipment/ material will be moved while on site;
- How and where material will be stored;
- The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur;
- Timing and location of activities;
- Description of potential positive and negative environmental impacts and how they will be managed;
- Conformance/ non-conformance with the Standard Environmental Specification and any other statutory and best practice standards;
- Monitoring and reporting requirements;
- Records Management; and
- Any other information deemed necessary by the TGC Construction Manager and TGC EO as well as ECO where applicable.

The Contractor will compile Activity/Aspect-based Environmental Method Statements for all activities proposed. The Environmental Method Statements will enable the potential positive and negative environmental impacts associated with the proposed construction activity to be identified and mitigation measures put in place. All method statements must be signed by both the Contractor and TGC CM and EO, with the addition of the ECO on authorised projects, thereby indicating that the works will be carried out according to the methodology described therein.

Activities may only commence once the Environmental Method Statements have been approved by the TGC PEM, Construction Manager and/or ECO. In some instances local authorities may also need to approve the method statements. This will be highlighted in the Project Environmental Specification, when applicable.

All changes to the original Method Statements must be approved by the TGC PEM/EO and/or TGC Construction Manager prior to implementation. The Contractor, TGC CM, EO and/or ECO will also be required to re-sign the amended Environmental Method Statement.

To enable timely approvals, the environmental method statements will be submitted to the TGC Construction Manager and TGC Environmental Officer for review **two (2) weeks** prior to the intended date of commencement of the activity, or as directed by the TGC Project Manager/Construction Manager.

Where changes to the work methodology are proposed, Environmental Method Statements must be amended accordingly and signed off by all relevant parties as indicated above. These Environmental Method Statements MUST contain sufficient information and detail to enable the TGC Construction Manager and/or Environmental Officer to apply their minds to the potential impacts of the works on the environment. The Contractor will also need to thoroughly understand what is required of him/her in order to undertake the works.

The initial Environmental Method Statements required for submission and approval are listed in the environmental specifications. Others may be requested by the TGC Construction Manager and/or TGC Environmental Officer/ECO during the Contract.

An explanatory example of an environmental method statement on the pro forma method statement sheet to be completed has been included as **Annexure B**.

5.6 Environmental Incidents

Environmental incidents are classified under four levels: 1, 2, 3 and 4. For the purpose of this document; they are defined as follows:

5.6.1 Level 1 Environmental Incident

An incident or sequel of incidents, whether immediate or delayed, that results or has the potential to result in:

- A significant impact on the physical or biological environment (air, ground, water and habitat) with extensive or long term impairment of ecosystem function or surface and ground water resources.
- An inconvenience/ disturbance/disruption/annoyance (including odour, dust, noise, traffic problem, loss of water supply) of a long duration or with a long term impact on interested and affected parties. A release of material (gas, liquid, solid) or energy that will cause chronic illness, permanent lost time injury, fatality or extensive property damage experienced by interested and affected parties.
- Irreparable damage to highly valued structures and sacred locations.
- Public or national / international media outcry.
- Instances where inspections undertaken by or for the regulator to check legal compliance, were found to be outside the permitted limits and have resulted in prosecution.

Where the environmental impact of a Level 2 environmental incident is still present 120 days after occurrence, the incident will be reclassified as a Level 1 incident.

NOTE: A Level 1 environmental incident usually should be reported to the authorities, the incident usually results in significant pollution and may entail risk of public danger. Level 1 environmental incidents usually cause an irreversible impact even with the involvement of long-term external intervention i.e. expertise, best available technology, remedial actions, excessive financial cost etc.

5.6.2 Level 2 Environmental Incident

An incident or sequel of incidents, whether immediate or delayed, that results or has the potential to result in:

- A moderate impact on the physical or biological environment (air, ground, water or habitat) with limited impairment of ecosystem function and/or surface and ground water resources.
- An inconvenience disturbance/ disruption/annoyance (including odour, dust, noise, traffic problems, loss of water supply) of moderate or with medium effect on interested and affected parties.
- A release of material (gas, liquid, solid) or energy that causes severe but reversible illness, non-lost time injury or moderate property damage experienced by interested and affected parties.
- Damage to rare structures of cultural significance or significant infringement of cultural values / sacred locations.
- Attention from local media or widespread complaints.
- Instances where inspections undertaken by or for the regulator to check legal compliance have been outside the permitted limits and an official pre-directive or directive was issued.
- Inability of Contractors to close out corrective actions in an NCR without proper reason.

NOTE: A Level 2 environmental incident may be reported to the authorities, can result in significant pollution or may entail risk of public danger. The impact of Level 2 environmental incidents should be reversible within a short to medium term with or without intervention.

5.6.3 Level 3 Environmental Incident

An incident or sequel of incidents, whether immediate or delayed, that results or has the potential to result in:

- A minor impact on the physical or biological environment (air, ground, water or habitat), with no significant or long-term impairment to the ecosystem function or surface/ground water resources.
- An inconvenience / disturbance / disruption / annoyance (including odour, dust, noise, traffic problems, loss of water supply) of short duration and with no long-term effect on the employees and the community.
- A release of material (gas, liquid, solid) or energy that has the potential to cause illness, or that causes short term discomfort or reversible health effect to interested and affected parties.
- Isolated complaints by interested and affected parties.

- Instances where inspections undertaken taken by or for the regulator to check for legal compliance, have been outside the permitted limits and a non-compliance notice was issued.

NOTE: A Level 3 environmental incident is not reportable to authorities, should not result in pollution and may not have a risk of public danger. The impact of Level 3 environmental incidents should be insignificant immediately after occurrence and/or once-off intervention on the day of occurrence.

5.6.4 Level 4 Environmental Incident

A minor incident with lesser significance that did not necessarily result in damage or injury but that had the potential to cause damage to the environment, including:

- Could result in service disruption with a lesser significance;
- Did not necessarily result in damage; and/or
- Had the potential, under different circumstances, to cause major damage to the environment

In the event of an environmental incident, the Contractor will follow the following procedure:

Step 1:	Immediately take all reasonable measures to contain and minimise the effects of the incident, including its effects on the environment and any risks posed by the incident to the health, safety and property of persons;
Step 2:	Telephonically notify the TGC Environmental Officer and follow up in writing within <i>one(1) working day</i> including the following information: the nature of the incident and initial classification; substances involved with quantities; initial measures taken to minimise impacts; causes of the incident; measures taken and proposed to avoid the reoccurrence of the incident;
Step 3:	Step 3: Report the incident on all relevant documents and systems - TGC Environmental Incident Register; TGC Environmental Incident Report and TGC Incident Flash Report;
Step 4:	Undertake clean-up procedures;
Step 5:	Remedy the effects of the incident; and

Step 6: Assess the immediate and long-term effects of the incident on the environment and on public health;

In the event of any Level 1 or 2 environmental incidents, the Contractor's Environmental Officer must complete a TGC Incident Flash Report (FAC-FAT-0005); TGC Environmental Incident Report and document the incident on the TGC Environmental Incident Register.

In the event of any Level 1 or 2 environmental incidents, the TGC Environmental Officer will:

- Ensure that an Incident Flash Report (FAC-FAT-0005) has been compiled and that it contains the necessary information; and
- Ensure that Contractor has complied with relevant Transnet protocols on Occurrence Management.

In the event of any Level 3 environmental incident, the Contractor's Environmental Officer must complete a TGC Environmental Incident Report and document the incident on the TGC Environmental Incident Register.

In the event of any Level 4 environmental incidents, the Contractor's Environmental Officer must document the incident on the TGC Environmental Incident Register and/or the Contractor's Incident Register.

In the event of an incident (regardless of level) occurring, the TGC EO shall ensure that the problem statement on the report is clear, the actual or potential consequences are noted, and priority mitigation actions and responsibility for actions are indicated where necessary.

5.7 Public Complaints

Any public complaint received shall be dealt with as depicted in Figure 2.

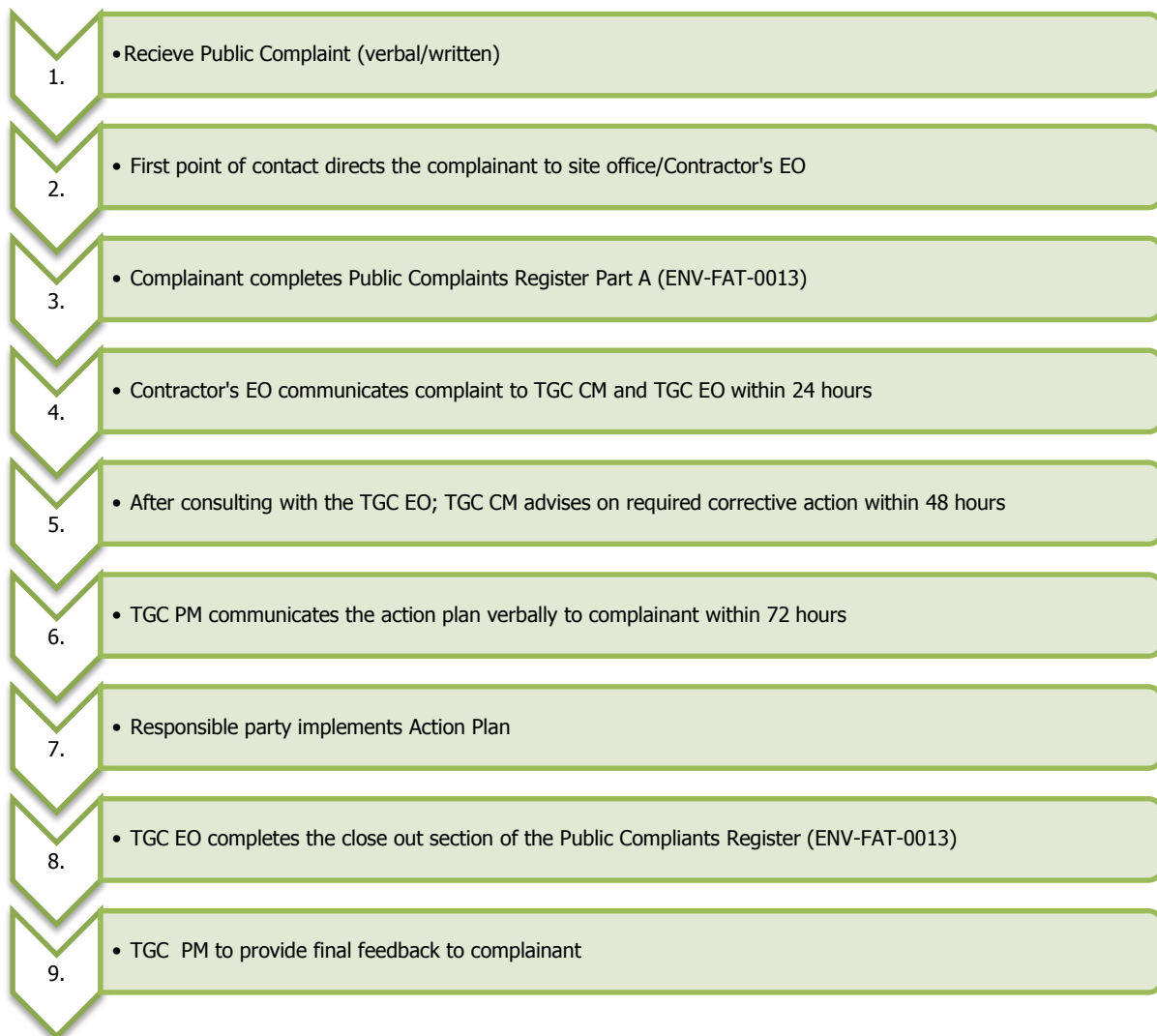


Figure 2: Public Complaints Procedure

5.8 Environmental Non-Conformances

A non-conformance may be issued to the Contractor by the TGC Project Manager/Construction Manager/Environmental Officer where:

- The incident response procedure described in section 5.6 above (including administrative requirements) was not successfully implemented; or
- There are repeated incidents due to inadequate environmental practices on site;
- Documentation required to comply with the CEMP is not prepared or maintained adequately on site; or

- Any non-compliance/non-conformance with the requirements of the Environmental Authorisations, the CEMP, permit(s), licence(s) and Environmental Specifications are identified.

Any environmental non-conformance will be dealt with similarly to a *Defect* as defined in the Contract. A defect is due to non-compliance with the *Works Information* and it is the responsibility of the Contractor to correct the defect in order to ensure that the work takes place in accordance with the *Works Information*. Similarly, non-conformance with the CEMP and SES or with any other permit or licence will be regarded as a non-conformance with the *Works Information*. The Contractor is responsible to rectify any *defect* (non-conformance) as defined above promptly.

The Contractor's EO shall be responsible to search for and identify non-conformances with the environmental specifications at inspection intervals agreed to with the TGC Environmental Officer. The TGC Environmental Officer shall also undertake such inspections on a monthly basis. If such monthly inspections indicate that any part of the Contractor's work is non-conformant with the requirements of the CEMP, permit(s), licence(s), the TGC Environmental Officer shall complete an Environmental Non-Conformance Report and advise the TGC PM to issue a Defects Notification to the Contractor accordingly. The Contractor shall correct the non-conformance (defect) within the timeframes specified in the report and notification and submit proof of such correction to the TGC Environmental Officer by virtue of a completed Non-Conformance Report and up to date Non-Conformance Register.

The Contractor shall be responsible to rectify all environmental non-conformances at the time depicted as per Non-conformances that have not been rectified by the defects in the Contract date, the TGC Environmental Officer shall not issue the Contractor with a Site Closure Certificate. In such an event, the Supervisor may also make use of any reasonable contractual means to rectify the non-conformance(s) as allowed by the Contract (retention moneys etc.).

If the defect (non-conformance) is not corrected within the Defect Correction Period, the TGC Construction Manager can assess the cost of correction by others, and this amount needs to be paid by the Contractor.

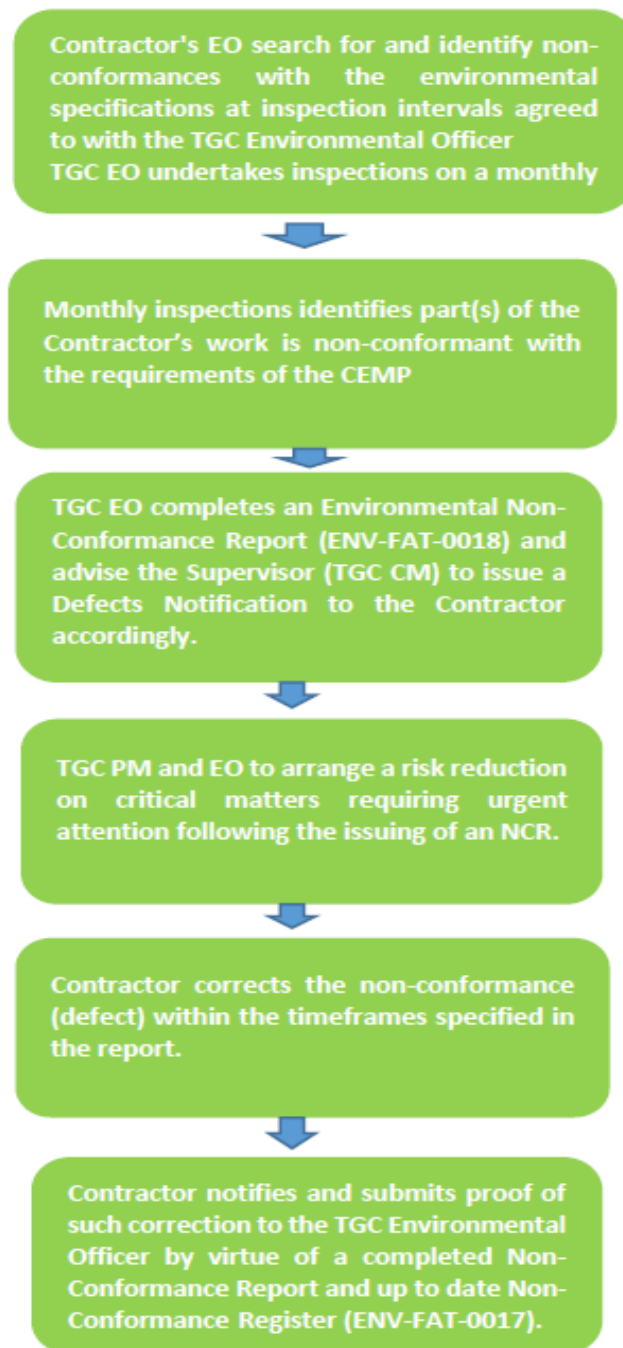


Figure 3: Non-Conformance procedure

NOTE: Each Non-conformance should be listed and numbered separately.

5.9 Documentation and Records

The TGC Document Control will ensure that the Contractor is supplied with all required/applicable documents listed in the TGC Contents for the Contractors Environmental Management File. This Document has been included as **Annexure A**.

The Contractor's Environmental Officer will complete and maintain copies of all documents and records listed in Annexure A and ensure that these documents and records are kept up to date.

The Contractor's Environmental Officer will submit these documents to the TGC Environmental Officer on a frequency as agreed to, except where documents have remained unchanged in which case written notification to this effect must be provided to the TGC Environmental Officer. The Contractor's EO must ensure that electronic copies of these documents are saved on the system.

Once the construction activities have been completed and the TGC Environmental Officer has conducted a site closure inspection and notified the Contractor that site closure will be granted, all documents described above must be handed over to the TGC Environmental Officer after which a Site Closure Certificate will be issued.

NOTE: All documents/records are to be retained, within the TGC Document Control System, for a period of 10 years. In the event of environmental documentation/record being lost before receiving a Site Closure Certificate, the Contractor will be penalised according to the specifications laid down in the relevant project-specific contract.

5.10 Application for Exemption

It is intended that the CEMP and SES be applicable to projects or activities of any size or complexity. For projects with minimal environmental impacts, or where the scope of work is limited; the Contractor may request, in writing to the TGC Project Manager, for exemption from parts of the CEMP. The TGC Project Manager will consult the TGC PEM/TGC Environmental Officer in reaching a decision on whether exemption from some of the CEMP provisions may be granted.

6 Main Actions required by the Contractor to comply

6.1 Prior to Commencement

The TGC Project Manager must ensure that the requirements below are requested of the Contractor in the Project Construction Contract Document, the Letter of Appointment and any other relevant correspondence with the Contractor prior to the start of works, as relevant.

6.1.1 Declaration of Understanding (DoU)

The Declaration of Understanding will be signed, by a person of authority, and provided by the Contractor as part of his Tender Document. The signed DoU is a written confirmation by the Contractor that the requirements of the CEMP, PES, EA, EMPr and other licenses/permits are understood and will be complied with for the duration of their works on site. Post-contract award, a DoU must be signed by the Contractor's EO to confirm that the requirements of the CEMP, SES, PES and other applicable permits and licences will be complied with. A signed DoU must be kept in the green file at all times.

The pro forma DoU to be signed by the Contractor has been included as **Annexure C**.

6.1.2 Appointment of Contractor's Environmental Officer

The Contractor will appoint an Environmental Officer or depending on the environmental impact of the project, assign a competent person, roles and responsibilities for environmental management during construction. The qualifications and experience of this person shall be stipulated at tender stage taking due regard to the complexity of the project and the sensitivity of the environment. The Contractor will forward details of the appointment to the TGC Construction Manager and TGC PEM for their review and approval. Should the Contractor's Environmental Officer or the person originally assigned with responsibilities for environmental management change from that person identified during either the tender stage, or the construction period, the Contractor will submit the details of such appointment or assignment for the TGC Project Manager's approval. No work will proceed until the new Environmental Officer is assigned or appointed. The Contractor's EO must be employed for the duration of the contract and be 100% allocated to project. Sharing of an EO resource between projects is not allowed unless if it's agreed upon with TGC Environment and Sustainability Department.

The pro forma appointment letter for the Environmental Officer to be appointed by the Contractor has been included as **Annexure D**.

6.1.3 Environmental Management Plans and Method Statements

Where relevant, an Environmental Management Plan and Environmental Method Statements, to meet the requirements of the CEMP, SES and relevant EA, permits/licences (activity based environmental method statements), will be provided by the Contractor as part of their Tender.

Required method statements will be specified in the Quality Criteria of the tender. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous waste management
- Storm water management
- Handling, Storage and Management of Hazardous Substances
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site establishment and demarcation
- Emergency procedures for environmental incidents
- Closure of construction laydown area
- Rehabilitation

Emergency construction activity Environmental Method Statements may also be required. The activities requiring Environmental Method Statements cannot commence if they have not been approved by the Construction Manager and PEM, ECO or Environmental Officer.

6.1.4 Environmental Induction

The Contractor will ensure that all management, foremen and the general workforce, as well as all sub-contractors, suppliers and visitors to site have attended the TGC Environmental Induction Programme prior to commencing any work on site. Where new personnel commence work on site during the construction period, the Contractor will ensure that these personnel also undergo the TGC Environmental Induction Programme and are made aware of the environmental specifications on site. The Contractor must ensure that all of their personnel understand the

requirements of the EA, EMPr, CEMP, SES, relevant permits and licences and PES as relevant to their scope of work.

6.2 During Construction

6.2.1 Copy of the CEMP and familiarisation thereof

A copy of the CEMP, SES and where relevant, EA, licenses and permits will be available on site and the Contractor will ensure that all the personnel on Site (including sub-contractors and their staff) as well as suppliers, are familiar with and understand the specifications contained in these documents.

6.2.2 Compliance with the SES and PES and relevant permits and licences

The Contractor will ensure that all sections of the SES and PES (where relevant), relevant EA, permits and licences are complied with during the construction period.

6.2.3 Site clean-up for Closure

Retention moneys will not be paid until a Site Closure Inspection (conducted by the TGC Environmental Officer) has taken place and site closure granted and signed off by the TGC Construction Manager and TGC PEM together with the Site Closure Certificate.

7 Environmental Inspections and Audits

7.1 Environmental Inspections and Audits

Environmental inspections and audits are conducted using five basic techniques:

- Interviews with Contractor's staff including Sub-contractors and suppliers
- Document review
- Observations
- Monitoring
- Measurement and verification

This document sets out the areas and aspects of the construction site that will be inspected or audited, the frequency of such audits, the auditor and auditee.

It should be noted that these lists are not exhaustive and that each site will have specific issues that will need to be audited.

For each construction project, the auditor and auditee are as follows:

Table 1: Relationship between Auditor/Auditee

Place	Inspector/Auditor	Auditee	Inspection/audit frequency
Work places	Contractor's Environmental Officer	Contractor's team	Daily/Weekly Inspection
Construction site (entire area)	TGC Environmental Officer	Contractor's Environmental Officer	Monthly Audit
Construction site (entire area)	Environmental Specialist: Assurance	TGC EO and PEM	As stipulated on the annual audit protocol
Construction site (entire area)	Environmental Control Officer	Construction team (TGC and Contractors)	As stipulated on the EA or TGC Contract

7.1.1 Work Places Inspection

The Contractor's Environmental Officer will be required to conduct daily/weekly inspections of all work places for which the Contractor is responsible, including but not limited to the following:

- Contractor's camp, recreational and canteen facilities
- Material lay down areas
- Liquid and solid waste storage facilities (general, hazardous, recycling and scrap)
- Workshops
- Oil traps
- Wash bays
- Construction work area
- Spray Booths
- Haul roads
- No-go areas
- Storm water drains

- Any other construction area for which the SHE Officer is responsible

At each of these sites, the Contractor's Environmental Officer will be required on a daily basis to check for the following, where relevant:

By observation:

- Litter
- Separation of solid waste as per system
- Hydrocarbon spills
- Effectiveness of dust control measures
- Illegal washing out of containers in drains
- Wash bay drainage systems are working
- Correct usage of drip trays
- Effectiveness of oil separators
- Water use and wastage
- Pollution of rivers and sea
- Provision and use of toilet facilities
- Any other illegal activities

By document check:

- Removal of oil for recycling as per schedule
- Removal of packaging as per agreements with suppliers
- Removal of hazardous waste by specialist Contractors as per schedule
- Correct placement of environmental signage and posters
- Document board listing emergency numbers, hazmat info sheets, etc.

The following records must also be kept up to date (information must include that of sub-contractors where relevant):

- Fuel consumption for entire contract period measured in litres (including plant, generators, other equipment, vehicles etc.)
- Electricity consumption for entire contract period measured in Watt hours
- Quantities of general waste submitted for recycling measured in kilograms
- Quantities of general waste disposed of to landfill measured in kilograms
- Quantities of hazardous waste submitted for recycling measured in kilograms
- Quantities of hazardous waste disposed of to landfill measured in kilograms

- Water consumption, including water used for construction and human consumption measured in litres

7.1.2 Construction Site Audit

The TGC Environmental Officer will be required to conduct monthly inspections of the entire construction site, which may involve more than one Contractor and may include, but not be limited to the following:

- Entire site
- Fencing
- Environmentally sensitive areas
- Contractor's camp, recreational and canteen facilities
- Material lay down areas
- Scrap yard
- Workshops
- Oil traps
- Wash bays
- Sewage plant
- Quarries and borrow pits used for fill and construction material
- Spoil dumping areas
- Solid waste disposal areas
- Liquid waste disposal areas
- Bioremediation site
- Area for the temporary storage of hazardous waste
- Fuel depot and hydrocarbon storage areas
- Construction work area
- Concrete batching plant
- Spray booths
- Haul roads
- No-go areas
- Storm water drains
- And any other construction areas not listed

At each of these sites, the TGC Environmental Officer will be required to check for the following, where relevant:

By observation:

- Litter
- Separation of solid waste as per system
- Hydrocarbon spills
- Use of bunding, hard standing and other protection measures
- Illegal dumping
- Effectiveness of dust control measures
- Illegal washing out of containers in drains
- Wash bay drainage systems are working
- Correct usage of drip trays
- Effectiveness of oil separators
- Illegal use of tracks and off-road driving in no-go areas
- Correct procedures are followed for topsoil removal and stockpiling
- Effectiveness of erosion protection measures
- Excess noise and vibration
- Water use and wastage
- Pollution of rivers and sea
- Provision and use of toilet facilities
- Topsoil removed and stockpiled
- Any other illegal activities

By document check:

- All receipts for the collection of old oil, general recycled waste and hazardous waste
- Correct placement of environmental signage, SHEQ policies and posters
- Document board listing emergency numbers, hazmat info sheets, etc.
- Complete and accurate record of Contractor's Environmental File

By measurement:

- Amount of water used by each Contractor (where practical and/or required by TGC EO)
- Amount of land stabilisation completed
- Area re-vegetated
- Amount of waste recycled, sent to scrap yard or disposed in dump
- Amount of material treated in the bioremediation site

By monitoring:

- Effectiveness of dust control systems
- Effectiveness of pollution control systems
- Effectiveness of rehabilitation and re-vegetation programmes
- Effectiveness of erosion control methods
- Effectiveness of noise control barriers

A site-specific inspection checklist will be provided to the TGC Environmental Officer, by the Contractor's EO, prior to site establishment.

7.2 Environmental Performance Criteria

The Contractor will be required to achieve the minimum requirement for environmental audits. The standard/minimum requirement for all environmental audits, as per the TGC Environmental Governance Framework is 80%. Furthermore, the standard/minimum requirement for all audits conducted by ECO is 90%.

8 Associated Forms

The list of applicable environmental forms and templates will be maintained by TGC's Document Management Department, and these are revised as and when required.

9 Records

All environmental records/documents generated during the construction phase of the project will be managed in terms of the Transnet Document, Data and Records Management Procedure.

10 Annexures

Annexure A: Contents for Contractor's Environmental File
Annexure B: Environmental Method Statement Example
Annexure C: Declaration of Understanding
Annexure D: Appointment of Contractor's Environmental Officer

Annexure A: Contents for Contractor's Environmental File



CONTENTS FOR CONTRACTOR'S ENVIRONMENTAL FILE

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

The following documents must be incorporated into the Contractors Environmental File

No	Item Description	Document No	Tick
1.1	Transnet Safety, Health, Environmental and Quality – Risk Management Policy Statement dated 10 June 2016.		
1.2	TGC Safety, Health, Environmental Management and Quality Policy dated 01 June 2016.		
1.3	Transnet Construction Environmental Management Plan (CEMP) as supplied to Contractor by Transnet Group Capital	ENV-STD-001 Rev03	
1.4	Transnet Standard Environmental Specification (SES) as supplied to Contractor by Transnet Group Capital	ENV-STD-002 Rev03	
2	Project Environmental Specification (PES) as supplied to Contractor by Transnet Group Capital	ENV-FAT-0001	
3	Declaration of Understanding (Signed)	ENV-FAT-0002	
4.1	Contractor's Information	ENV-FAT-0003	
4.2	Contractor's Environmental Policy		
4.3	Contractor's Organogram		
4.4	Contractor's Environmental Management Plan		
4.5	Appointment of Contractors EO and Declaration of Understanding (Including CV and Job Profile)	ENV-FAT-0004	
5	Schedule of Contractor's Construction Plant and Equipment	ENV-FAT-0005	
6	Hazardous Substances Register	ENV-FAT-0006	
7	Emergency Contacts Register	ENV-FAT-0007	
8	Energy Consumption Register	ENV-FAT-0032	

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9	Water Usage Register	ENV-FAT-0033	
10	List of Interested and Affected Parties	ENV-FAT-0008	
11	Induction Attendance Register	Rev 00-01	
12	Project Start-Up Checklist	ENV-FAT-0022	
13	Site Access Certificate	ENV-FAT-0010	
14	Method Statement Register	ENV-FAT-0011	
15	Method Statements	ENV-FAT-0026	
16	Waste Disposal Register	ENV-FAT-0012	
17	Daily Inspection Checklist	ENV-FAT-0023	
18	Weekly Inspection Checklist	ENV-FAT-0024	
19	Monthly Compliance Audits	ENV-FAT-0025	
20	Public Complaints Register	ENV-FAT-0013	
21	Record of Formal External Communications	ENV-FAT-0014	
22	Incident Register	ENV-FAT-0015	
23	Incident Reports	ENV-FAT-0016	
24	Non Conformance Register	ENV-FAT-0017	
25	Non Conformance Reports	ENV-FAT-0018	
26	Awareness/Toolbox Attendance Register (Including Awareness Material)	ENV-FAT-0019	
27	Minutes of Monthly SHE Meetings		
28.1	Environmental Site Rules for Visitors	ENV-GL-0002	
28.2	Environmental Site Rules for Contractors	ENV-GL-0003	
29	Basic Site Procedures	ENV-GL-0001	

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30	TGC Environmental Induction		
31	Contractor's Environmental Management File Handover	ENV-FAT-0020	
32	Site Closure Inspection Form	ENV-FAT-0021	
33	Site Closure Certificate	ENV-FAT-0021	
34	Application for Exemption	ENV-FAT-0034	

Annexure B: Environmental Method Statement Example



ENVIRONMENTAL METHOD STATEMENT

PROJECT NAME:

PROJECT NO: **DOCUMENT NO:**

CONTRACTOR: **DATE:**

PROPOSED ACTIVITY (give title of method statement and reference number from the CEMP):

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works):

WHERE ARE THE WORKS TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

DESCRIPTION OF HOW POTENTIAL ENVIRONMENTAL IMPACTS WILL BE PREVENTED OR MANAGED (provide as much detail as possible, including annotated sketches and plans where possible):

ENVIRONMENTAL STANDARDS (list the applicable environmental standards to be met):

MONITORING AND RECORD KEEPING (Describe how the activity will be monitored to ensure that the environmental standards are met, as well as the records to be kept):

DECLARATIONS

CONTRACTOR'S ENVIRONMENTAL OFFICER (The work described in this Environmental Method Statement, if carried out according to the methodology described, is satisfactory to prevent or control environmental harm):

Print Name	Signature	Date

PERSON UNDERTAKING THE WORKS I understand the contents of this Environmental Method Statement and the scope of the works required of me. I further understand that this Environmental Method Statement may be amended on application to other signatories and that Transnet Group Capital Environmental Manager and Construction Manager will audit my compliance with the contents of this Environmental Method Statement

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ENVIRONMENTAL METHOD STATEMENT

Print Name	Signature	Date

TGC ENVIRONMENTAL OFFICER The work described in this Environmental Method Statement, if carried out according to the methodology described, is satisfactory to prevent or control environmental harm:

Print Name	Signature	Date

APPROVING AUTHORITY (i.e. the Employer's Construction Manager)

The works described in this Method Statement are approved.

Print Name	Signature	Date

Annexure C: Declaration of Understanding



DECLARATION OF UNDERSTANDING

PROJECT NAME:		DOCUMENT NO:	
PROJECT NO:		DATE:	
CONTRACTOR:		CONTRACT NO:	

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Construction Environmental Management Plan (ENV-STD-001) and associated documents for the above mentioned Project and Contract.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

Annexure D: Appointment of Contractor's Environmental Officer



APPOINTMENT OF CONTRACTOR ENVIRONMENTAL OFFICER & DECLARATION OF UNDERSTANDING

APPOINTMENT OF CONTRACTOR ENVIRONMENTAL OFFICER AND DECLARATION OF UNDERSTANDING		REFERENCE	
We, _____ (Contractor), hereby confirm that _____ has been appointed as Environmental Officer for the duration of Contract _____, the scope of which entails _____ _____ (Description of scope of works) _____ I, _____ (Appointed Environmental Officer) declare that I have read and understand the contents of: The Transnet Group Capital (TGC) Construction Environmental Management Plan (CEMP) and Standard Environmental Specification (SES), documentation issued for Contract _____ I, (Appointed Environmental Officer) also declare that I understand my responsibilities in terms of enforcing and implementing the requirements of the Construction Environmental Management Plan, Standard Environmental Specification (SES) and any Project Environmental Specifications (PES) that may be relevant or required for this project.			
Environmental Officer CV attached	Y	N	Environmental Officer Job Description attached
Signed (Contractors Environmental Officer)	Signature		Date
Received By (TGC Environmental Officer)	Signature		Date



TRANSNET GROUP CAPITAL
ENVIRONMENT AND SUSTAINABILITY

**STANDARD ENVIRONMENTAL
SPECIFICATION (SES)
ENV-STD-002 Rev04**

Document Control

This document will be managed and controlled in terms of the Transnet Document, Data and Records Management Procedure.

Revision History

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Khathutshelo Tshipala	15 September 2011	Standard Environmental Specification (SES)	00
Khathutshelo Tshipala	6 June 2013	Standard Environmental Specification (SES)	01
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Document Approvals List

This document has been approved by

Name	SAP Component	Signature	Date approved
Khathutshelo Tshipala	Executive Manager: Environment and Sustainability		30 November 2017

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1 Purpose

This specification describes the minimum standards for environmental management to which Contractors and Sub-contractors on a construction site must comply. It is a generic standard for use across all construction works executed by Transnet Group Capital (TGC).

There may be project specific environmental standards in addition to the standards in this document that exceed the standards prescribed here. The project specific environmental standards will be described in the Project Environmental Specification (PES) that will be issued separately for each project (where relevant).

This document must be read in conjunction with the TGC Construction Environmental Management Plan (CEMP).

2 Scope

This standard applies to Contractors that work on site under the authority of TGC.

3 Abbreviations and Definitions

3.1 Abbreviations

Abbreviation	Meaning
CEMP	Construction Environmental Management Plan
CM	Construction Manager
DEA	Department of Environmental Affairs
EA	Environmental Authorisation
EO	Environmental Officer
EGF	Environmental Governance Framework
NEMA	National Environmental Management Act 107 of 1998 (as amended)
NEM:BA	National Environmental Management: Biodiversity Act 10 of 2004
NWA	National Water Act 36 of 1998
PEM	Project Environmental Manager

PM	Project Manager
PES	Project Environmental Specification
SES	Standard Environmental Specification
SHEQ	Safety, Health, Environment and Quality
TGC	Transnet Group Capital

3.2 Definitions

Fauna	A group of animals specific to a certain region or time period.
Flora	A group of plants specific to a certain region or time period.
General waste	Waste that does not pose an immediate hazard or threat to health or to the environment; and includes: (a) domestic waste; (b) building and demolition waste; (c) business waste; (d) inert waste; or (e) any waste classified as non-hazardous waste in terms of NEMWA, 59 of 2008.
Hazardous waste	Any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment and includes hazardous substances, materials or objects within business waste, residue deposits and residue stockpiles.
Indigenous vegetation	Plants that naturally occur in an area.
Liquid waste	Waste that appear in liquid form such as used oil, grease and/or contaminated water or waste water.

Method statement	A document that describes how the Contractor will implement environmental management measures associated with a particular environmental aspect during construction. It is a written submission by the Contractor to the TGC Environmental Officer/Construction Manager in response to this Specification or a request by the Engineer, an ECO or Authorities setting out the equipment, plant, materials, labour and method the Contractor proposes to use to carry out an activity identified by this Specification or the TGC EO when requesting the Method Statement, in such detail that the TGC EO is able to assess whether the Contractor's proposal is in accordance with this Specification and/ or will produce results in accordance with this Specification.
Natural Vegetation	All existing species, indigenous or otherwise, of trees, shrubs, groundcover, grasses and all other plants found growing on the site.
Rehabilitation	Refers measures that must be put in place to restore the site to its pre-construction or enhanced state, subsequent to construction taking place.
Responsible Authority	A Responsible Authority, according to the National Water Act 36 of 1998, relates to specific power or authority in respect of water uses that is assigned by the Minister to a Catchment Management Agency or to a Regional Office.
Sensitive area	Any area that is denoted as sensitive by this Specification due to its particular attributes, which could include the presence of rare or endangered vegetation, the presence of heritage resources (<i>e.g.</i> archaeological artefact or graves), the presence of a unique natural feature, the presence of a watercourse or water body, the presence of steep slopes.

Solid waste	All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).
Spoil	Excavated material which is unsuitable for re-use as material in the Works or any other use; or is material which is surplus to the requirements of the Works.
Temporary Storage	A once-off storage of waste for a period not exceeding 90 days.
Topsoil	Means a varying depth (up to 300 mm) of the soil profile irrespective of the fertility appearance, structure, agricultural potential, fertility and composition of the soil.
Waste	Any substance, material or object, that is unwanted, rejected, abandoned, discarded or disposed of, or that is intended or required to be discarded or disposed of, by the holder of that substance, material or object, whether or not such substance, material or object can be re-used, recycled or recovered and includes all wastes. Waste or a portion of waste ceases to be a waste only once the waste is, or has been re-used, recycled or recovered.
Watercourse	Means: a) a river or spring; b) a natural channel in which water flows regularly or intermittently; c) a wetland, lake or dam into which, or from which, water flows; and d) any collection of water gazetted by the National Water Act, 36 of 1998 as a watercourse and a reference to a watercourse includes, where relevant, its bed and banks

Wetland

Land which is transitional between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is periodically covered with shallow water, and which land in normal circumstances supports or would support vegetation typically adapted to life in saturated soil.

4 Minimum Standards for Environmental Management

The Contractor shall identify the potential environmental aspects and impacts that may occur as a result of his/her activities and accordingly prepare separate Method Statements describing how each of these impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

The Contractor will comply with the standards described below.

4.1 Site Planning and Establishment

The Contractor shall establish his construction camps, offices, workshops, eating areas and any other facilities on the site in a manner that does not adversely affect the environment. These facilities must not be sited in close proximity to sensitive areas. Where required a buffer must be determined by the ecological requirements of the fauna/flora found on-site.

The Contractor shall ensure that a most recent Transnet SHEQ Policy is displayed on the notice-board at all times.

4.1.1 Site plan

Before the onset of construction, the Contractor shall submit to the TGC Construction Manager and TGC Environmental Officer for their approval, plans of the exact location, extent and construction details of the proposed facilities and the impact mitigation measures the Contractor proposes to put in place. Any changes to the location of the facilities and site activities as per the approved site layout plan shall be re-submitted for approval prior to implementation of changes.

The Site Plan must as a minimum include but not necessarily be limited to:

- Detailed layout of the construction works areas including access roads, site offices, material laydown areas, temporary stockpile areas and parking areas;
- Detailed locality and layout of all waste storage and handling facilities for litter, kitchen refuse and workshop-derived liquid waste;
- Proposed areas for the stockpiling of topsoil and excavated spoil material;
- Demarcation of the construction footprint including areas not to be disturbed by the development; and
- Location of sewage and sanitary facilities at the site offices and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the TGC Construction Manager and Environmental Officer.

The site offices should not be sited in close proximity to steep areas. It is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles be located as far away as possible from any watercourse. Should this not be possible, approval for the location of these facilities must be granted by the TGC Environmental Officer.

4.1.2 Identification and establishment of suitable access routes/roads

Existing access routes to the construction/works areas must be used as far as possible. The building of access roads must be restricted to within the development footprint to prevent unnecessary disturbance of the surrounding environment. However, prior to making a decision about a new access road, the TGC Environmental Officer must assess the proposed access road against the prevailing environmental legislation to confirm/rule out possible EIA triggers. Access tracks must be maintained in a good condition at all times during construction to minimize erosion and dust generation.

4.1.3 Demarcation of site limits

Prior to the commencement of construction, the actual site to be developed must be clearly demarcated through the most effective means. Vegetation within the demarcated zone may be

cleared only upon obtaining approval from the TGC Environmental Officer. Disturbance of vegetation outside of the demarcated development footprint is not permitted.

All plant, material and equipment required for construction must be located within the designated areas. Laydown areas must be clearly demarcated within the site limits. No activities are allowed outside of the demarcated development footprint.

4.1.4 *Eating Areas*

The Contractor is responsible for providing adequate eating facilities within the works area to ensure that workers do not leave the site to eat during working hours. Refuse bags/bins must be provided at all established eating areas and when full it should be disposed as required by Section 4.3 below.

4.1.5 *Liquid waste Management*

Liquid waste water from site shall be stored on-site in a properly designed and constructed system, situated so as not to adversely affect water courses (streams, rivers, pans, dams etc.). Only domestic type wastewater, i.e. toilet, shower, basin, kitchen water shall be allowed to enter the designated system.

4.2 *Sewage and Sanitation*

The Contractor is responsible for providing adequate sanitary facilities including toilets, toilet paper, wash basins etc. to all workers on site and for enforcing the proper use of these facilities. Safe and effective sewage treatment will require one of the following sewage handling methods: dry-composting toilets such as “enviro loos” or the use of chemical toilets which are supplied and maintained by a suitably qualified Sub-contractor. The type of sewage treatment will depend on the location of the site and the surrounding land uses, the duration of the contract and proximity (availability) of providers of chemical toilets.

Toilet facilities shall be serviced regularly and the waste material generated from these facilities shall be disposed of at a registered waste water treatment works/macerator and proof of servicing and disposal shall be made available in the Contractor EO’s File.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of open areas (i.e. the veldt) shall not, under any circumstances, be allowed. For projects of high mobility a mobile toilet facility shall be made available by the Contractor.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. Toilets must not be placed in areas susceptible to flooding or high winds. The Contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such facilities in a clean, orderly and hygienic condition to the satisfaction of the TGC Construction Manager.

4.3 Waste Management

Waste is grouped into "general" or "hazardous", depending on its characteristics. The classification determines handling methods and the ultimate disposal of material.

General waste to be expected during construction includes the following:

- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel;
- Uncontaminated construction debris such as used wood and scrap metal; and
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

The Contractor shall classify all waste expected to be generated during the construction period. Examples of typical construction waste which could be expected on the site and how they should be classified are indicated in the following table:

TABLE 1: EXAMPLE OF CONSTRUCTION WASTE CLASSIFICATION

WASTE	CLASSIFICATION	
	HAZARDOUS	GENERAL
Aerosol containers	X	
Batteries, light bulbs, circuit boards, etc.	X	X
Clean soil		X
Construction debris contaminated by oil or organic compounds	X	

WASTE	CLASSIFICATION	
	HAZARDOUS	GENERAL
Domestic waste		X
Empty drums (depends on prior use)	X	X
Empty paint and coating containers		X
Explosive waste	X	
PCB waste	X	
Rubble (not contaminated by oil or organic compounds)		X
Waste Cable		X
Waste plastic		X
Waste paint and/or solvent	X	
Waste oil	X	
Waste concrete		X
Waste cement powder	X	
Waste empty cement bags (must be thoroughly decanted)		X
Waste containing fibrous asbestos	X	
Waste timber		X
Sewerage sludge	X	
Scrap metal		X
Chemically-derived sanitary waste	X	

A hierarchical control approach to waste management is encouraged. Waste should preferably be managed in the following order of preference:

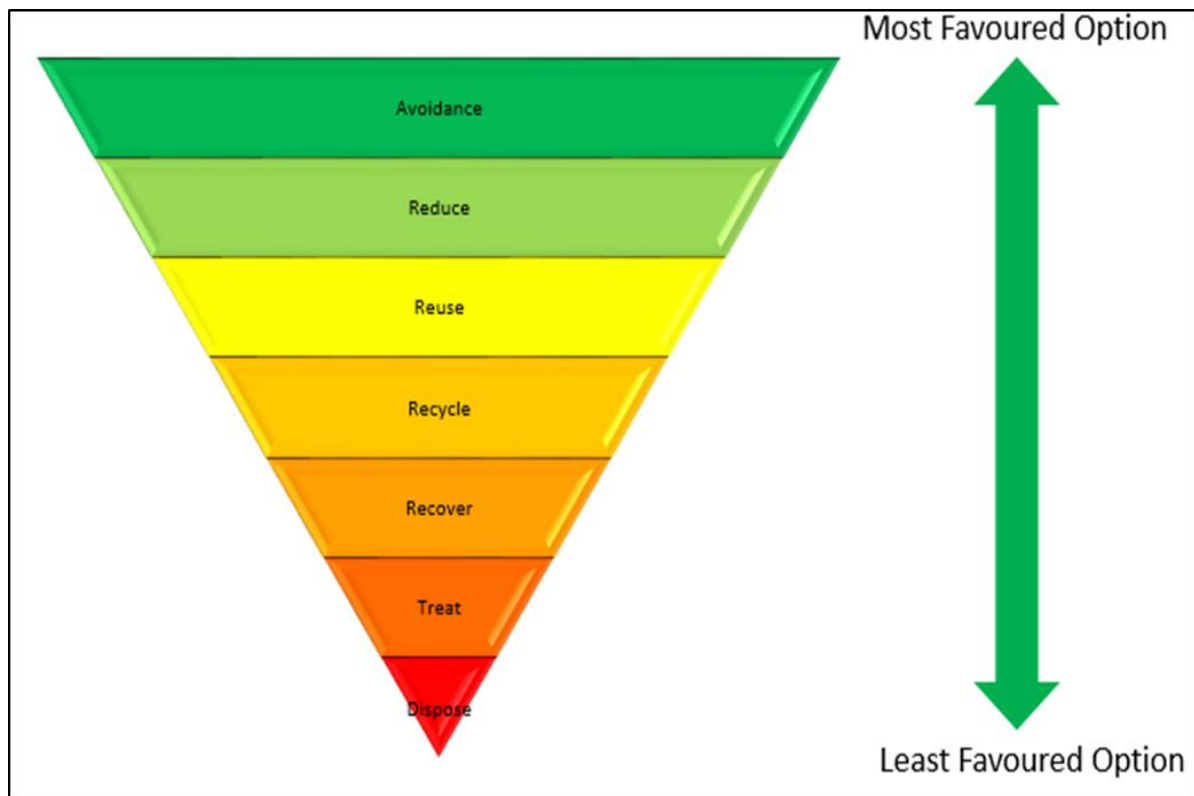


FIGURE 1: THE WASTE MANAGEMENT HIERARCHY

(Transnet Environmental Risk Management Strategy and Framework, 2015:42)

Avoidance/Prevention:	using goods in a manner that minimises their waste components
Reduction/Minimisation:	reduction of the quantity and toxicity of waste generated during construction
Re-use:	removing an article from a waste stream for use in a similar or different purpose without changing its form or properties
Recycling:	separating articles from a waste stream and processing them as products or raw materials
Recovery:	reclaiming particular components or materials, or using the waste as a fuel
Treatment:	processing of waste by changing its form or properties in order to reduce toxicity and quantity
Disposal:	burial, deposit, discharge, abandoning or release of waste

The Contractor is responsible for the removal of all waste from site generated through the construction activities. The Contractor shall ensure that all waste is removed to appropriate licensed waste management facilities. (For the identification of an appropriate facility, the following source may be utilized: <http://sawic.environment.gov.za/>).

The Contractor's Environmental Officer will work in conjunction with the Contractor's Safety and Health personnel to create a Hazardous Materials Management Program. This program will establish the necessary protocol for proper handling and removal of hazardous materials on the site.

The Contractor shall manage **GENERAL WASTE** that is anticipated to be generated by operations as follows:

- Notify waste hauler when container is full so that it can be removed and replaced with an empty container/skip;
- No littering is allowed on site. In the event where staff mobility is high, refuse bags will be made available by the Contractor;
- Provide documented evidence of proper disposal of waste (Waste Disposal Certificate)

The Contractor shall recycle **GENERAL WASTE** (as far as practically possible) that is anticipated to be generated by its operations as follows:

- Obtain and label recycling containers for the following (whichever relevant) and locate them within temporary office building and trailers:
 - Office Waste;
 - Aluminium;
 - Steel;
 - Glass;
 - Ferrous Metals;
 - Non Ferrous Metals; and
 - Waste Timber
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away

Spent batteries, circuit boards, and bulbs, while non-hazardous, require separate storage, special collection and handling.

No burning, burying or dumping of waste of any kind will be permitted.

The Contractor shall manage **HAZARDOUS WASTE** anticipated to be generated by his operations as follows:

- Obtain and provide an acceptable container with correct and visible classification label;
- Place hazardous waste material in allocated container;
- Inspect the container on a regular basis as prescribed by the Contractor's waste management plan;
- Track the accumulation time for the waste, haul the full container to the registered hazardous disposal site;
- Notify the waste hauler when container is full so that it can be removed and replaced with an empty container/skip; and
- Provide documented evidence of proper waste disposal of the waste (Waste Disposal Certificate).

The Contractor shall quantify all waste disposed of, whether general or hazardous (including waste disposed of by any sub-contractors) and keep record of these quantities on site.

4.4 Workshops, equipment maintenance and storage

All vehicles and equipment must be kept in good working order to maximise efficiency and minimise pollution. Maintenance, including washing and refueling of plant on site must be done at designated locations at workshop areas. These designated areas must be agreed with the TGC Construction Manager and TGC Environmental Officer. The Contractor must ensure that no contamination of soil or vegetation occurs around workshops and plant maintenance facilities. All machinery servicing areas must be bunded. Drip trays should be used to collect used oil, lubricants at all times. Drip trays must be provided for all stationary plant. Washing of equipment should be restricted to urgent maintenance requirements only. Adequate wastewater collection facilities must be provided and the wastewater should be disposed of at a registered hazardous waste disposal site.

4.5 Vehicle and Equipment Refueling

4.5.1 Stationary/Designated Refueling

No vehicles or machines shall be serviced or refuelled on site except at designated and approved servicing or refuelling locations. No oil or lubricant changes shall be made except at designate locations, or in case of breakdown or emergency repair.

The Contractor shall store fuel and oil at a secure area, which shall be bunded to contain 110% of the total volume within the bund and designed with an impervious layer or liner or paved surface to prevent spillage from entering the ground.

The Contractor shall provide details of its proposed fuel storage and fuelling facility to the TGC Environmental Officer for approval. The design shall comply with the regulations of the National Water Act, (Act 36 of 1998), the Hazardous Substances Act, (Act 15 of 1973), the Environmental Conservation Act, (Act 73 of 1989), National Environmental Management Act, (Act 107 of 1998), and the Occupational Health and Safety Act, (Act 85 of 1993), mainly the Construction - and Hazardous Chemical Substances Regulations.

4.5.2 Mobile Refueling

In certain circumstances, the refuelling of vehicles or equipment in a designated area is not a viable/practicable option and refuelling has to be done from a tank, truck, bowser or container moved around on site. In such circumstances, the Contractor may request approval from the TGC Construction Manager to conduct mobile refuelling subject to the following control measures:

- Secondary containment equipment shall be in place. This equipment shall be sized to contain the most likely volume of fuel that could be spilt during transfer.
 - Absorbent pads or drip trays are to be placed around the fuel inlet prior to dispensing.
 - Mobile refuelling units are to be operated by a designated competent person.
 - The transfer of fuel must be stopped prior to overflowing. Fuel tanks or refuelling equipment on vehicles may only be filled to 90% carrying capacity.
 - Mobile fuelling tanks must be stored in an area where they are not susceptible to collisions.
- The fuel storage area must be located away from drainage channels.

- Mobile refuelling operations shall not take place within 30 meters of any watercourses or 7.5 meter from other structures, property lines, public ways or combustible storage.
- All mobile refuelling tanks are to be properly labelled and fire extinguishers with valid service dates shall be located near the fuel storage areas. These extinguishers must be of a suitable type and size.

4.6 Spill Response

The Contractor shall have adequate spill response materials/equipment on site which must be aligned with the volumes of hazardous substances used on site and the risk of pollution to sensitive environmental attributes.

The Contractor shall provide details for approval by the TGC Construction Manager and TGC Environmental Officer of its spill response plan in the event of any spills of fuel, oils, solvents, paints or other hazardous materials. The plan will show measures to be taken in removing contaminated material from site and demonstrate complete removal of contamination.

The Contractor shall instruct construction personnel on the following spill prevention and containment responsibilities:

- Immediately repair all leaks of hydrocarbons or chemicals;
- Take all reasonable means to prevent spills or leaks;
- Do not allow sumps receiving oil or oily water to overflow;
- Prevent storm water runoff from contamination by leaking or spilled drums of oil or chemicals; and
- Do not discharge oil or contaminants into storm water or sewer systems.

If a spill occurs on land, the Contractor must:

- Immediately stop or reduce the spill
- Contain the spill
- Recover the spilled product
- Remediate the site
- Implement actions necessary to prevent the spill from contaminating groundwater or off-site surface water
- Dispose of contaminated material at a registered hazardous waste disposal site and provide proof thereof (SDCs)

Any spill to water has the potential to disperse quickly, therefore, the spill must be contained immediately using appropriate containment equipment.

If a spill to water occurs, the Contractor must:

- Take immediate action to stop or reduce the spill and contain it
- Notify the appropriate on-site authorities
- Implement actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent material
- Recover the spilled product
- Dispose of spilled material at a registered hazardous waste disposal site and provide SDCs
- Water samples to be taken downstream from where the spill took place to trace the extent of pollution

4.7 Spray Painting and Sandblasting

Spray painting and sandblasting should be kept to a minimum. All painting should, as far as practicable, be done before equipment and material is brought on site. Touch-up painting is to be done by hand painting or by an approved procedure. A Method Statement shall be submitted to the TGC Environmental Officer for approval.

The relevant Contractor will inform his Environmental Officer of when and where spray painting or sandblasting is to be carried out prior to commencement of work. The Contractor's Environmental Officer will monitor these activities to ensure that adequate measures are taken to prevent contamination of the soil.

If the area is in confined or high (elevated) areas, a protection plan must be issued for approval by the TGC Environmental Officer.

4.8 Dust Management

Contractors are responsible for managing dust generated as a result of their activities. The use of water for dust management must be minimised as far as practically possible. Discretion must be applied on a site-by-site basis in terms of dust control. Dust control measures must be agreed upon by the TGC EO prior to commencement of the Works.

Below are some dust control measures which can be applied during construction:

- Operate vehicles within speed limits, where no speed limit has been specified, the limit shall be 20km/h;
- Minimise haulage distances where possible;
- Environmentally friendly soil stabilisers may be used as additional measures to control dust on gravel roads and construction areas;
- The introduction of hydro-seeding and mulch due to its ability to bind soil particles together and thus reduce fugitive dust on-site;
- Dust suppression measures will also apply to inactive construction areas. (An inactive construction site is one on which construction will not occur for a month or more);
- Minimise disturbance of natural vegetation during right-of-way construction (e.g. transmission lines and erection of fences) to reduce potential erosion, runoff, and airborne dust;
- Material in transit should be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage onto the roads and the creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin to prevent dust;
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training);
- In cases where water is to be used for dust control; it shall be ensured that only authorised sources are used; and
- Apply water to gravel roads with a spraying truck when required

4.9 Storm water and Dewatering Management

The Contractor shall be aware that, apart from runoff from overburden emplacements and stock piles, storm water can also be contaminated from batch plants, workshops, vehicle wash-down pads etc., and that contaminants during construction may include hydrocarbons from fuels and lubricants, sewerage from employee ablutions and excess fertiliser from rehabilitated areas, etc.

The Contractor shall take note that discharges to controlled waters such as the sea, rivers, groundwater or to sewerage systems are controlled under the South African Water Legislation. The following specific measures are required:

- Temporary drainage must be established on site during the construction period until permanent drainage is in place. Contractors are responsible for maintaining the temporary

drainage in their areas. Contractors must provide secondary drainage that prevents erosion, where necessary.

- Contractors must employ good housekeeping in their areas to prevent contamination of drainage water.
- The Contractor shall clear stagnant water at all times.
- The Contractor shall ensure that no contaminated surface water flows off-site as a result of Contractor operations. Where necessary, silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure no runoff from the site except at points where silt traps are provided. The Contractor shall be responsible for checking and maintaining all silt traps for the duration of the project.
- The removal from groundwater is defined as a water-use under the National Water Act 36 of 1998. Therefore, it must be ensured that the project has been authorised by the Responsible Authority to remove groundwater prior to dewatering taking place. If applicable, the Contractor shall be responsible for collection, management, and containment within the site boundaries of all dewatering from all general site preparation activities.
- No discharge/dewatering to off-site land or surface water bodies will be allowed
- On-site drainage shall be accomplished through gravity flow. The surface drainage system shall consist of mild overland slopes, ditches, and culverts. The graded areas adjacent to buildings shall be sloped away with a 5% slope. Other areas shall have a minimum slope of 0,2% or as otherwise indicated
- Ditches shall be designed to carry a 25-year storm event with velocities in accordance to minimise erosion. Erosion protection shall consist of suitable stabilising surfaces in all ditches.
- Culverts shall be designed to ensure passage of the 50-year storm peak runoff flow.

4.10 Erosion Control

All structural and non-structural (vegetative) erosion control measures will be designed, implemented, and properly maintained in accordance with best management practices which will include, but not limited to the following:

- Scheduling of activities to minimise the amount of disturbed area at any one time;
- Implementation of re-vegetation as early as feasible;
- Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extent feasible at drainage ditches;

- Compacting loose soil as soon as possible after excavation, grading, or filling;
- Using silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary berms or swales, small sedimentation basins, and gravelled roads to minimise transport of sediment;
- Implementing the erosion and sedimentation control plan and ensuring that construction personnel are familiar with and adhere to it;
- Managing runoff during construction; and
- The Contractor shall be responsible for checking and maintaining all erosion and sedimentation controls.

4.11 Noise Management

The Contractor must implement the following measures, as a minimum, to manage noise pollution resulting from his/her activities:

- Keep all equipment in good working order;
- Operate equipment within its specification and capacity and don't overload machines;
- Apply regular maintenance, particularly with regards to lubrication;
- Operate equipment with appropriate noise abatement accessories, such as sound hoods;
- Sensitive social receptors shall be notified of any excessive noise-generating activities that could affect them;
- Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SANS 10103:2004* or the latest at the time, so that it will not produce excessive or undesirable noise when released;
- All the Contractor's equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, *SANS 10103:2004* or the latest at the time, for construction plant noise generation
- All the Contractor's vehicles shall be fitted with effective exhaust silencers and shall comply with the Road Traffic Act, (Act 29 of 1989) when any such vehicle is operated on a public road
- If on-site noise control is not effective, protect the victims of noise by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act, (Act 85 of 1993).

4.12 Protection of heritage resources

4.12.1 *Archaeological Sites*

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the TGC CM and TGC EO of such a discovery. The South African Heritage Resources Agency (SAHRA) or relevant Authority is to be contacted and will appoint an Archaeologist to investigate the find. Work may only resume once clearance is given in writing by the Archaeologist.

4.12.2 *Graves and middens*

If a grave or midden is uncovered on site, or discovered before the commencement of work, all work in the immediate vicinity of the graves/middens shall be stopped and the TGC Construction Manager and EO informed of the discovery. The South African Heritage Resources Agency (SAHRA) or relevant Authority should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the SAHRA, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

4.13 Fire prevention

Fires shall only be allowed in facilities or equipment specially constructed for this purpose.

A firebreak shall be cleared and maintained around the perimeter of the camp and office sites where and when necessary in accordance with relevant legislative requirements.

All conditions incorporated in the requirements of the Occupational Health and Safety Act shall be implemented.

4.14 Water Protection and Management

No water shall be abstracted from any water course (stream, river, or dam) without the expressed permission of the TGC Construction Manager and TGC Environmental Officer. Such permission shall only be granted once it can be shown that the water is safe for use, that there is sufficient water in the resource to meet the demand, and once permission has been obtained from the Department of Water and Sanitation in accordance with the requirements of the National Water Act (Act 36 of 1998).

Water for human consumption shall be available at the site offices and at other convenient locations on site. The generally acceptable standard is that a supply of drinking water shall be available within 200m of any point on the construction site.

Method Statement(s) must be prepared by the Contractor for the various water uses. The Contractor shall keep a record of the quantities of water used during construction (including use by sub-contractors), irrespective of the purpose of use.

4.15 Protection of Fauna and the collection of firewood

On no account shall any hunting or fishing activity of any kind be allowed. This includes the setting of traps, or the killing of any animal caught in construction works.

On no account shall any animal, reptile or bird of any sort be killed. This specifically includes snakes or other creatures considered potentially dangerous discovered on site. If such an animal is discovered on site an appropriately skilled person should be summoned to remove the creature from the site. Consideration should be given to selection and nomination of such a person prior to site establishment. If no-one is available, training should be provided to at least two site staff members.

The Contractor shall provide adequate facilities for all his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The Contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

4.16 Environmental Awareness Training

An Environmental Awareness Program is considered a necessary part of the Construction Environmental Management Plan for the Project. Training of the appropriate construction personnel will help ensure that all environmental regulations and requirements are followed which must be defined in the relevant Method Statement to be prepared by the Contractor.

Objectives of environmental awareness training are:

- Environmental Management – protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources.
- Regulatory compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in regional and local regulations.
- Problem recognition and communication – training personnel to recognise potential environmental problems, i.e. spills, and communicate the problem to the Contractor's EO for a solution.
- Liability control - non-compliance with regulatory requirements can lead to personal and corporate liability.

All individuals on the Project construction site will need to have a minimum awareness of environmental requirements and responsibilities. However, not all need to have the same degree of awareness. The required degree of knowledge is greatest for personnel in the Safety, Health, and Environmental Sections and the least for the manual personnel.

The Contractor shall present environmental awareness programmes on a weekly/bi-monthly basis (depending on project requirements) and keep record of all the environmental related training of the personnel.

4.17 Handling and Batching of Concrete and Cement

Concrete batching shall only be conducted in demarcated areas which have been approved by the TGC Construction Manager and TGC EO.

Such areas shall be fitted with a containment facility for the collection of cement-laden water. This facility shall be bunded and have an impermeable surface protection so as to prevent soil

and groundwater contamination. Drainage of the collection facility will be separated from any infrastructure that contains clean surface runoff.

The batching facility will not be placed in areas prone to floods or the generation of stagnant water. Access to the facility will be controlled so as to minimise potential environmental impacts. Hand mixing of cement and concrete shall be done on mortarboards and/or within the bunded area with impermeable surface or concrete slab. Bulk and bagged cement and concrete additives will be stored in an appropriate facility at least 10m away from any watercourses, gullies and drains.

Waste water collected in the containment facility shall be left to evaporate. The Contractor shall monitor water levels to prevent overflows from the facility. It is acknowledged that all waste water will evaporate; it must be ensured that the remaining water can be pumped into sealed drums for temporary storage and must be disposed of as liquid hazardous waste.

All concrete washing equipment, such as shovels, mixer drums, concrete chutes, etc. shall be done within the washout facility. Water used for washing shall be restricted as far as practically possible.

Ready-mix concrete trucks are not allowed to wash out anywhere other than in an area designated and approved by the TGC Construction Manager and EO for this purpose.

The Contractor shall periodically clean out hardened concrete from the wash-out facility or concrete mixer, which can either be reused or disposed of as per accepted waste management procedures.

Empty cement and bags, if temporarily stored on site, must be collected and stored in weatherproof containers. Used cement bags may not be used for any other purpose and must be disposed of on a regular basis in accordance with the Contractor's solid waste management system.

Sand and aggregates containing cement will be kept damp to prevent the generation of dust.

Concrete and cement or any solid waste materials containing concrete and cement will be disposed of at a relevant registered disposal facility and SDCs kept on the file. Where disposal

facilities for general waste are utilised, written consent from the relevant municipality must be obtained by the Contractor and proper records kept.

4.18 Stockpiling, Soil Management and Protection of Flora

The Contractor shall measure the extent of all areas cleared for construction purposes and keep this figure updated. Sensitive areas shall be cordoned off and avoided in this regard.

Stockpiling may only take place in designated areas indicated on the approved site layout plan. Any area to be used for stockpiling or material laydown shall be stripped of all topsoil.

Clearance of vegetation shall be restricted to that which is required to facilitate the execution of the works. Vegetation clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible when and where necessary. The detail of vegetation clearing shall be subject to the TGC Construction Manager's approval and shall occur in consultation with the TGC Environmental Officer.

Stockpiles must be positioned in areas sheltered from the wind and rain to prevent erosion and dispersion of loose materials. Stockpiled soil shall be protected by adequate erosion-control measures. Soil stockpiles shall be located away from drainage lines, watercourses and areas of temporary inundation. Stockpiles containing topsoil shall not exceed 2m in height unless otherwise permitted by Transnet.

Topsoil shall be stockpiled separately from other materials and prevented from movement. Excavated subsoil, where not contaminated, must be used for backfilling, if possible, and topsoil for landscaping and rehabilitation of disturbed areas. Where topsoil has become mixed with subsoil or is not up to the original standard, fertiliser or new topsoil shall be provided by the Contractor.

No vegetation located outside the construction site shall be destroyed or damaged. As far as is reasonably practicable, existing roads must be used for access to the site. Before site clearance takes place, vegetation surveys must be conducted and protected species identified.

No protected plant species shall be removed without written consent from the relevant authorities. The development of new embankments or fill areas must be undertaken in consultation with the TGC Environmental Officer.

No dumping of solid waste or refuse shall be allowed within or adjacent to areas of natural vegetation.

The Contractor shall identify and eradicate all declared alien and invasive plant species occurring on site.

4.19 Traffic Management

Vehicles usage is permitted **only** on access roads. Vehicles should only be parked within designated parking areas as demarcated on the site layout plan.

Turning of vehicles should only take place within a clearly demarcated "turn area" located within the approved construction footprint.

The Contractor must co-ordinate the loading and offloading of material during the construction phase so as to ensure that vehicular movement is in one direction only at any one time and that side-tracks are not created on the site.

4.20 Transportation of Materials

The Contractor is responsible for ensuring that all suppliers and delivery drivers are aware of procedures and restrictions (e.g. no-go areas) in terms of the CEMP and this Specification. Material must be appropriately secured to ensure safe passage between destinations during transportation. Loads must have appropriate cover, where ADTs are not utilised, to prevent spillage from the vehicles. The Contractor will be held responsible for any clean-up resulting from the failure to properly secure transported materials.

4.21 Borrow Pits and Quarries

The Contractor shall ensure that suppliers of rock and sand raw materials are in possession of the required permit/license and keep record of the quantity of material supplied.

The Contractor will not make direct use of any borrow pits and quarries unless the borrow pit has a valid permit, he has obtained written approval from the TGC Construction Manager and Method Statement has been submitted and approved. The Method Statement will provide the detailed description of the location of the borrow pits and/or quarries and the procedures that will be followed to adhere to any pertinent national or local legislation (e.g. mineral extraction, rehabilitation, safety and noise levels).

4.22 Social and Labour Issues

The criteria for and selection of labourers, sub-contractors and suppliers for the project shall demonstrate preference for the local community and shall be aligned with the criteria set by TGC in appointing the Contractor. The Contractor shall keep records of the identity of all staff.

Under no circumstances shall the Contractors engage in formal discussions with landowners without prior consent by the TGC Construction Manager.

No activity on private property shall be allowed without written consent by the relevant landowner and TGC Construction Manager/TGC Environmental Officer.

Any damage to private property caused by the Contractor during the construction period, shall be repaired to the satisfaction of the TGC CM and the TGC EO and the land-owner.

The Contractor shall keep record of any complaint raised during the construction period relating to the Contractor's activities.

No job-seekers shall be allowed on site and signs reflecting such shall be displayed on the notice boards.

All public complaints received shall be dealt with as per the CEMP.

4.23 Energy Management

The Contractor shall measure and keep updated records of the following:

- Electricity consumption (to be measured in Kilowatt Hours)
- Fuel consumption (to be measured in liters)

4.24 Handling, Storage and Management of Hazardous Substances

All hazardous materials/substances shall be stored in a secured, designated area that is fenced, bunded and has restricted entry.

All storage shall take place using suitable containers to the approval of the TGC Construction Manager and EO.

All hazardous liquids shall be located in a secure, demarcated area and an adequate bund wall (110% of the total volume stored) shall be provided. The floor and wall of the bund area shall be impervious to prevent infiltration of any spilled/leaked liquids into the soil.

No spillages or accumulated stormwater within this bunded area will be allowed to be flushed from the bund into the surrounding area. All fluids accumulated within the bunded area shall be removed and disposed of in accordance with Section 4.3 above.

Hazard signs indicating the nature and volume of the stored materials shall be displayed on the storage facility or containment structure.

Weighbills of hazardous substances shall be sourced from suppliers and kept on site for inspection by the TGC Environmental Officer.

The Contractor must provide a method statement detailing the hazardous substances that are to be used during construction, as well as the storage, handling and disposal procedures for each substance. Emergency procedures in the event of misuse or spillage that might negatively affect the environment must be specified.

Information on each hazardous substance will be available to all persons on site in the form of Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS). Training and education about

the proper use, handling, and disposal of the material will be provided to all workers handling the material.

The Contractor's Environmental Officer must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

4.25 Housekeeping

The Contractor must ensure proper housekeeping of the site for the duration of the project. If practical the contractor shall amongst construction personnel, assign one to be responsible for good housekeeping

Materials shall be stored in a neat and tidy manner in designated areas as per the approved site layout plan.

4.26 Rehabilitation

Contractors shall rehabilitate the entire site upon completion of work. A rehabilitation plan will be submitted to the TGC Construction Manager and EO for approval at least six weeks before project completion. The following, but not limited are critical issues to be included in the rehabilitation plan:

- Details of soil preparation procedures including proposed fertilisers or other chemicals being considered for use;
- A list of the plant species that will be used in the rehabilitation process. Note that these should all be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified Botanist/Horticulturist should be sought in developing this list;
- Procedures for watering the planted areas (frequency of watering, methodology proposed etc.);
- An indication of the monitoring procedures that will be put in place to ensure the successful establishment of the plants (duration and frequency of monitoring, proposed criteria for declaring rehabilitation as being successful); and
- Procedures for the prevention of the establishment and spread of alien invasive species.

5 Documentation

Refer to the Construction Environmental Management Plan.

6 Records

All documents generated in terms of this procedure will be classed as records and retained for the life of the project for handover by the contractor to TGC (electronic and hard copies).

Transnet Integrated Management System (TIMS) POLICY COMMITMENT STATEMENT

Transnet is a State-Owned Company that operates as an integrated freight transport company, formed around six core operating divisions namely Transnet Freight Rail (TFR), Transnet Engineering (TE), Transnet National Ports Authority (TNPA), Transnet Port Terminals (TPT) and Transnet Pipelines (TPL) and Transnet Property (TP) that complement each other.

Transnet has developed and implemented a TIMS that forms an integral part of the core business. We are committed to **transporting freight, passengers, and provide excellent service** to our customers along key transport corridors. This is done in order to **competitively grow our business**, enhance efficiency of South Africa's logistics system and thereby contribute to economic vibrancy.

TIMS is established, implemented and maintained in accordance with recognised best practices that will enable us to:

- Incorporate and comply with applicable **legislation, regulations, codes, standards, protocols, best practices and customer requirements** to which we subscribe in order to achieve our business objectives;
- Set and achieve **objectives and targets** that address significant enterprise-wide **strategic, tactical and operational risks, opportunities and mitigate the consequences** thereof;
- Proactively implement **waste and pollution prevention strategies** to prevent **environmental degradation**;
- Continually promote the prudent and **sustainable** use of **energy and natural resources**;
- Provide **quality products and services** in order to meet our customers' requirements;
- Provide **safe and secure environment** for our employees and stakeholder;
- Carry out our business in a manner which **protects our assets and information** and **prevents injuries and ill health** to our employees and stakeholders;
- Promote **safe operational principles** during operations to minimize occurrences of safety incidents;
- Strategically **source our contractors** through fair, equitable and transparent processes;
- Provide **socio-economic development** as a good corporate citizen;
- Promote **food safety practices** in our food preparation and handling environments;
- Ensure **proficiency and preparedness** to deal with and **effectively recover** from any **emergency situations**;
- **Develop, train and manage our employees** through inspirational leadership, provide the necessary **organizational information, knowledge and resources** to achieve the intention of this policy statement;
- **Communicate, engage and provide support** and **appropriate information** to relevant stakeholders in order to build relationships based on care, openness, mutual trust and involvement as well as promote a TIMS risks awareness culture;
- Allocate **responsibilities and accountabilities** for meeting the requirements of the TIMS policy statement.
- Drive an **integrated assurance management programme** to ensure **continual improvement** of TIMS.

The TIMS Policy Commitment Statement shall be **reviewed every three years or as circumstances dictate** to ensure that it remains **current and relevant**. Our progress on the achievement of the policy statement commitments shall be reported in the respective Governance Structures. Transnet recognises its accountability for TIMS; all employees including contractors have a role to play in delivering on the commitment set out in this policy statement.


Group Chief Executive

Date: 29/07/2020
Next Review Date: 29/06/2023

Copies of the approved TIMS Policy Commitment Statement can be made available to external Stakeholders on request.

**ANNEXURE E: GENERAL QUALITY
REQUIREMENTS FOR *CONTRACTORS*
AND SUPPLIERS**



TRANSNET

GENERAL QUALITY REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS

QAL-STD-0001

Document Number	QAL-STD-0001
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SUMMARY VERSION CONTROL

[illegible]

Note: Only the latest amendments and/or additions are reflected in italics in the body of the document.

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1. Purpose

This Specification outlines the minimum requirements to ensure that products and services supplied to TRANSNET are manufactured, provided, constructed or installed in accordance with all specified requirements as defined in the Contract, all associated specifications, drawings, codes and standards.

2. Definitions / Abbreviations

Term, Abbreviation	Meaning
<i>Contract:</i>	Formal document evidencing agreement between <i>Employer</i> and <i>Contractor</i> for supply of on site or off site services (generic term used for Purchase Orders, Contracts and Service Orders in this Standard).
<i>Contractor:</i>	The party to a <i>contract</i> that provides services to the <i>Employer</i> (generic term used for Vendors, Suppliers, Contractors, Consultants, etc.).
<i>Contractor</i> Documentation Schedule (CDS)	A schedule specifying the <i>Employer's</i> requirements for the document types to be submitted by the <i>Contractor</i> at various stages of the <i>Contract</i> and the timing of the submissions.
Data:	All drawings/documents/data/information/DPs and IOMs required to be supplied under the <i>Contract</i> .
Data Pack (DP):	A compilation of manufacturing data, certification, inspection and testing records prepared by the <i>Contractor</i> to verify compliance with the Contractual requirements.
<i>Employer:</i>	The party to a <i>Contract</i> or Purchase Order to whom the goods are supplied or for whom the work or services are performed. In the context of this document, Transnet Capital Projects is the <i>Employer</i> .
Field Inspection Checklist (FIC):	A document that details the checks, requirements and test parameters for each type of equipment to permit field installation and pre-commissioning of the equipment
Inspection Release Report (IRR):	A document issued to the <i>Contractor</i> by TRANSNET advising release of materials for shipment. This does not relieve the <i>Contractor</i> of its

Term, Abbreviation	Meaning
	obligations in accordance with the Terms and Conditions of the <i>Contract</i> .
Inspection Waiver Report (IWR):	A document issued to the <i>Contractor</i> by TRANSNET advising that TRANSNET has waived final inspection for the materials listed in this document. The issue of this report does not preclude further inspections by TRANSNET. It is issued without prejudice and does not relieve the <i>Contractor</i> from the guarantees and obligations included in the <i>Contract</i> .
Installation and Operating Manual (IOM):	A document prepared by the <i>Contractor</i> providing relevant information applicable to the installation and maintenance of the specific equipment, including data relating to consumables (e.g., Oils, etc.)
Non Conformance (NC)	Material, product or workmanship which is not in accordance with the requirements of the <i>Contract</i> .
Non-Conformance Report (NCR):	A document initiated by either TRANSNET or the <i>Contractor</i> advising that certain materials/products/workmanship provided by the <i>Contractor</i> do not conform to the required standards and specifications.
Project Quality Plan (PQP):	A document that outlines the <i>Contractor's</i> strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the requirements defined in the <i>Contract</i> drawings, codes and standards.
Quality Assurance (QA):	A formal methodology designed to assess the quality of products or services provided.
Quality Control (QC):	A set of activities intended to ensure that quality requirements are actually being met.

Term, Abbreviation	Meaning
Quality Control Plan (QCP):	A document outlining specific manufacturing/construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points.
Technical Query Note (TQN):	A document used by the <i>Contractor</i> to formally clarify a Technical Query related to the scope of supply. This should not be used where a Non-Conformance Report has already been initiated.
TRANSNET:	Transnet SOE Limited
<i>Works Information:</i>	Refers to the <i>Works Information</i> as defined in the <i>Contract</i>

3. Applicable Documents

3.1 General

All work performed shall comply with the requirements of this Specification, the documentation referenced in the *Contract* and the latest revision/edition of the relevant Codes and Standards referenced herein.

3.2 Statutory Regulations

Occupational Health & Safety Act, Act No 85, of 1993 and Regulations as amended.

3.3 Codes and Standards

Document No.	Title
ISO 9001: 2015	Quality management systems - Requirements

4. Quality System

4.1 General

The Contractor is responsible for all quality activities necessary to ensure the Work meets the requirements specified in the Contract, and shall manage and coordinate all Quality aspects of the Work in accordance with the requirements of this Specification, together with the Contractor's PQP and QCPs once reviewed and accepted by TRANSNET.

4.2 Contractor Quality System Requirements

The *Contractor* shall have and maintain a documented Quality Management System. The *Contractor* may be required to demonstrate its use to TRANSNET. The *Contractor's* Quality Management System should be in accordance with the requirements of International Standard ISO 9001:2015.

4.3 Kick Off Meeting

After the *Contract* start date, and prior to manufacture or construction activities, TRANSNET will require a Kick-Off Meeting with the *Contractor* to discuss fully the implications of meeting TRANSNET's quality requirements. This meeting may be held as part of the *Contract* kick-off meeting for each package or may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when Sub-Contractors of key equipment are engaged.

4.4 Contractor / Supplier Documentation Submittal Requirements

The *Contractor* will make formal submission of this Quality Documentation on award of the *Contract* and at the times defined in the *Contractor's* Documentation Schedule, included in the *Works Information* for the *Contract*.

The Contractor's responsibilities are defined in terms of *DOC-STD-0001* which outlines the standard requirements for preparation, submission, receipt, review, and collection of Technical and (or) Deliverable Documentation, as detailed in the Contractor Documentation Schedule (CDS).

TRANSNET uses the *Contractor's* Documentation Schedule (CDS), included in the *Works Information* for the *Contract*, to indicate those documents required to be submitted for information/review and/or acceptance.

The *Contractor* develops and maintains a comprehensive register of documents (*Contractor's* Documentation Register – CDR) that will be generated throughout the project. The CDR includes all quality related documents. The CDR is a 'live' document and is submitted to TRANSNET for review following each revision by the *Contractor*. The CDR indicates the dates of issue of the documents taking into account sufficient time to allow for the TRANSNET review/acceptance cycle prior to the document being required for use.

TRANSNET includes a standard template for the CDR (DOC-FAT-0002) in the Starter Pack issued to the *Contractor* at the start of every *contract*.

4.5 **Project Quality Plan**

Where specified, the *Contractor* submits a PQP to TRANSNET within the period stated in the CDS and in any event not later than 28 days after the *Contract* start date. The PQP details how the *Contractor's* Quality System will be applied to the Scope of Work specified in the *Contract*, and shall address the following:

- Satisfying the technical and quality requirements of the Contractor's Scope of Work, and relevant elements of the applicable ISO 9001 standard
- Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements.
- Include a listing of all special processes (e.g. welding and non-destructive testing, cube testing etc.) envisaged for use, including confirmation of personnel certification as required.
- Include all proposed method statements (for site based work activities).
- Include a description of the Contractor's project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management and coordination of QA / QC activities.
- Include a listing of all Quality Control Plans (QCPs), and associated Field Inspection Checklists (FICs), as applicable.
- Identify in the PQP any Sub-Contractor/Sub-Supplier work. Sub-Contractor/Sub-Supplier plans are approved by the Contractor, and a copy forwarded to TRANSNET for information.
- Include the proposed Authorised Inspection Authority (where applicable - for pressurised equipment and systems).
- Include proposed quality records.

The PQP shall be controlled and re-submitted for approval when required to incorporate any change necessary during the *Contract* duration to ensure that the document is maintained as an effective control, change management and records. The change management will be done to an agreed policy or procedure.

Note: Where the *Contractor* is required to provide a PQP, no work shall commence until the PQP is accepted by TRANSNET.

4.6 Procedures

The *Contractor's* PQP and procedures shall address the system elements and activities appropriate to the Scope of Work, in compliance with the specified Quality Standard.

Where specified, the *Contractor* submits copies of Quality Procedures for review. In addition, the *Contractor* ensures that copies of all Procedures relevant to the Scope of Work are available for reference by TRANSNET at each work location.

These will include, as applicable, the following:

4.6.1 Document Control

The *Contractor's* PQP shall provide a description of how documents provided by TRANSNET to the *Contractor* are to be managed. The description shall address as a minimum:

- Management tools and databases
- Receipt, registration and maintenance
- Internal and external distribution to Employer, third parties and Sub-Contractors
- Management of Codes, Standards and Specifications
- Internal review and approval routines and authorities
- How it is ensured that the correct revisions of documents are available at the point of use including retention periods for all documentation

4.6.2 Design Control

Where the *Contractor* is responsible for any aspect of design related to the Scope of Work, the Quality Plan shall describe the *Contractor's* methods and procedures for the control of these design activities.

4.6.3 Procurement

Where the *Contractor* is responsible for any aspect of procurement related to the Scope of Work, the Quality Plan shall describe the *Contractor's* methods and procedures for the control of these activities.

5. Quality Audits

5.1 Contractor Audits

The *Contractor* shall:

- Carry out audits in accordance with its Quality System at its own and Sub-Contractor's facilities to ensure project quality requirements are being achieved.
- Include a QA Audit Schedule in the *Contractor* PQP submitted to TRANSNET prior to commencement of the Scope of Work. The Audit Schedule shall include all audits to be implemented by the *Contractor* and Sub-Contractor during the execution of the *Contract*.
- Where stipulated in the *Contract*, perform an audit within three months after the *Contract* start date and thereafter at a minimum frequency of three months. Audit reports are submitted to TRANSNET at the completion of each Audit. Where unsatisfactory performance is evident, TRANSNET will direct the *Contractor* to perform additional audits.

5.2 Transnet Audit

Upon the appointment of the Contractor, the project Quality Officer will schedule and conduct the QMS Audit at the contractor's head office to assess the *Contractor's* ISO 9001 QMS status.

TRANSNET reserves the right to perform quality audits or participate as an observer in *Contractor* audits to verify compliance with the Contractual requirements. The *Contractor* shall within a time frame as agreed upon, correct any adverse audit finding advised by TRANSNET.

The *Employer* may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

6. Quality Control Plans

6.1 Quality Control Plans

The *Contractor* prepares and submits QCPs to TRANSNET for review in accordance with the requirements of the Contract and PQP.

QCPs must clearly identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

The *Contractor* shall NOT commence fabrication or manufacture prior to review and approval of the applicable QCP by TRANSNET.

QCPs shall include reference to all tests specified in the *Works Information*.

A typical format for a QCP is shown in Appendix 1. The *Contractor* may use its own format providing all information shown in the sample in Appendix 1 is included.

6.2 Intervention Points

The QCP identifies points in the fabrication, manufacturing and/or installation process that are selected for inspection. These points are denoted by the following inspection codes:

- **Hold Point (H)** Inspection points in the manufacturing cycle, beyond which work shall not proceed without the specified activity, work or function being witnessed. Hold points require written notification to TRANSNET.
- **Witness Point (W)** An inspection point in the manufacturing cycle that will be witnessed or verified. If TRANSNET confirms it is unable to attend after being provided with the written notification, then manufacture may proceed. Witness points require written notification to TRANSNET.
- **Review Point (R)** A point at which products and quality records are verified and endorsed. Review points are not points that require notification to TRANSNET.
- **Surveillance (S)** An inspection point in the manufacturing cycle during which any activity, work or function is observed. No formal notification is required.

6.3 Field Inspection Checklists

For site installation and construction activities, the *Contractor* prepares Field Inspection Checklists (FICs) to permit inspection and testing of installed equipment and constructed facilities in accordance with the respective QCPs.

FICs are used to record the results of inspection and testing (where applicable). On completion, FICs are submitted to TRANSNET to confirm satisfactory completion of the tests and inspections at nominated QCP witness and hold points.

7. Inspection and Testing

7.1 General

Inspection means all activities such as measuring, examining, testing, gauging one or more characteristics of material or service and comparing these with specified requirements to determine conformity.

TRANSNET may, at its discretion, perform surveillance inspection at the *Contractor's* premises, the premises of any Sub-Contractor or at the location of the Scope of Work.

Dependent on the nature of the Scope of Work and the frequency of inspections, TRANSNET may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

The *Contractor* ensures free entry and access is given to TRANSNET, certifying authorities and statutory authorities to inspect the Scope of Work and review procedures and quality records at all parts of the *Contractor's* and Sub-Contractor's premises, or at the location of the Scope of Work while any work or test is in progress.

The *Contractor* provides TRANSNET with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

While TRANSNET is at the *Contractor's* premises, the *Contractor* provides, free of charge, reasonable facilities including office facilities and reasonable access to a telephone, facsimile machine and computer connection point.

The *Contractor* provides written notice within a time frame as agreed upon, to allow the attendance of TRANSNET and other representatives at nominated witness and hold points.

7.2 Schedule of Inspection

The *Contractor* shall submit a Schedule showing the proposed dates for inspections and tests nominated in the QCP where witness and hold points are required. The Schedule shall be regularly updated with progress and issued to TRANSNET to show the current inspection and test status.

7.3 Contractor's Inspection

The Contractor shall as a minimum, carry out the inspections as detailed in the Quality Control Plan and maintain the required records for verification by the Employer and/or Third-Party Inspection Authority.

For sub-contracted material or services, the Contractor shall ensure that controls are effective, including, where necessary, monitoring at the Subcontractor's works and retention of the necessary records.

Signing-off of the Quality Control Plan progressively by all relevant parties is a mandatory requirement following the indicated inspection activity.

7.4 **Readiness for Inspection**

Material or services shall be deemed ready for inspection by the Employer and/or Project Manager only when:

- The Contractor has firstly carried out his own inspection at the stage identified on the relevant Quality Control Plan and is satisfied that material, workmanship and services meet the specified requirements. Documented evidence shall be maintained by the Contractor including signing-off the Quality Control Plan.
- The Contractor shall ensure that the latest revisions of approved drawings and/or procedures with evidence of acceptance by Transnet, his nominated representative or Third-Party Inspection Authority are available.

7.5 **Inspection Notification**

The *Contractor* notifies TRANSNET in writing for inspections or tests within the country, arrangements are confirmed at least two working days before the event. For inspection and tests outside of the country, arrangements are confirmed at least seven working days before the event.

Inspection notifications include the following essential information:

- Contract Number
- Location of Inspection or Test
- Nature of Inspection or Test
- Date and Time of Inspection or Test
- Name and telephone number of the *Contractor's* Representative.

7.6 **Cancellation of Inspection**

Contractors are advised that it is a condition of Purchase / Contract that all costs of Employer's representative and/or Third-Party Inspection Authority will be passed on to the Contractor for cancellation of inspection visits.

A visit is considered cancelled if:

- The Contractor advises “readiness” for inspection and upon arrival of Employer’s representative or Third-Party Inspection Authority, the material, or Services and/or the associated documentation is not ready; or
- If Employer’s personnel identify that material or services are to specification such that the Contractor’s Inspector should have identified the non-conformity prior advising readiness for Employer’s or Third-Party Inspection Authority inspection.

7.7 Inspection Waiver

Any Employer’s Witness, or review or Hold point may, at the sole discretion of Employer, be waived, which will be followed by an inspection waiver report.

8. Fabrication Process and Factory Acceptance Test

8.1 Fabrication Process

It is the *Contractor’s* responsibility to ensure that all processes which require prequalified procedures and/or work methods are tested and qualified before work begins at the manufacture’s premises. This typically covers such activities as welding, non-destructive testing, special fabrication techniques and painting. When such procedures are requested, no work shall commence at the manufacture’s premises until procedures are approved by TRANSNET.

It is the *Contractor’s* responsibility to ensure all operators are qualified for the processes in accordance with the procedure and/or applicable standards. Records of qualification of operators shall be maintained by the *Contractor* and made available to TRANSNET when requested.

Records of qualification of procedures and processes shall be maintained by the *Contractor* in accordance with the applicable procedure or code.

The Employer’s representatives are also required to do inspections during fabrication to ensure that the fabrication process is in accordance with the designs, specifications, and standards to ensure the work meets the requirements specified in the Contract.

8.1.1 Welding Procedures

Where the *Contractor’s* Scope of Work includes fabricated weldments, Welding Procedure Specifications (WPS) defining the method, preparation and sequences to be adopted to

achieve a satisfactory welded joint shall be provided for all weld types required in the execution of the *Contractor's* Scope of Work. The procedure shall only be submitted to TRANSNET when requested in the *Contract*.

WPS include all welding essential and non-essential variables for each process used, including appropriate test results. WPS comply fully with the standard or code pertaining to welding required in the execution of the *Contractor's* Scope of Work.

When requested in the *Contract*, a suitably marked "weld map" is completed by the *Contractor* for all items to be fabricated. A summary of WPS is prepared and, when used, is identified on the weld map.

Where TRANSNET approval is required, fabrication is not to commence until written approval of WPS and Welding Procedure Qualification Records (WPQR) is received by the *Contractor*. No welding fabrication will be accepted that is not covered by a TRANSNET approved WPS/WPQR.

Welding Procedure Qualification (WPQ) tests may be witnessed by TRANSNET and/or an independent inspection authority. Testing of the specimens prepared during the WPQ Tests is carried out by an approved testing laboratory, independent of both TRANSNET and the *Contractor*. In certain instances, a certificate to EN 10204 3.1 B may be required which will be clarified at Tender review and clarification stage.

Where actual weld deposit analysis and weld metal physical properties are required for procedure qualification, the information is taken from the procedure qualification tests. Data listed in the catalogues of the manufacturer of welding consumables is not acceptable.

Welders/welding operators are qualified in accordance with the relevant welding code prior to commencing production fabrication. Specific Welder Qualification (WQ) records will be reviewed by TRANSNET in the *Contractor's* works and should NOT be submitted for review.

A register of welders qualified to work shall be maintained by the *Contractor*.

8.1.2 Material Traceability

Where, and to the extent that material traceability is required, the *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the *Employer*.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the DP

The *Contractor* shall prepare a schedule of materials and equipment that are subject to traceability requirements.

8.1.3 Material Certification

Where specified in the Contract the following certificates shall be provided to TRANSNET and included in the DP.

Type A: A *Contractor's* certificate of compliance with the *Contract*. This certifies that the goods or services are supplied in compliance with the *Contract* without mention of any test results (EN10204 certificate 2.1).

Type B: A certificate issued by a laboratory or test facility independent of the *Contractor's* works. It shall quote test results carried out on the product supplied and state whether compliance with the relevant technical standard, code, etc., has been complied with. (EN10204 certificate 3.1B).

Type C: The same as Type B, the tests are to be witnessed by a third party (EN10204 certificate 3.1C).

8.2 Factory Acceptance Test

The factory acceptance test (FAT) is a process that evaluates the equipment during and after the assembly process by verifying that it is built and operating in accordance with design specifications.

The Contractor shall conduct a Factory Acceptance Test for all Plant's to be installed as part of the Works to be executed in this Contract prior to delivery to site. The Factory Acceptance Test shall be conducted in the presence of the Employer's representatives (Quality, Engineering and/or the Third-Party Inspection Authority).

8.3 Inspection Release

At completion of the Scope of Work, either in total or in phases, TRANSNET may issue an Inspection Release Report (IRR) or an Inspection Waiver Report (IWR).

The issue of either an inspection release or waiver of inspection does not relieve the *Contractor* of its obligations under the *Contract*. The *Contractor* ensures that a copy of the

release note and final expediting release note for transport, where appropriate, is attached to the delivery docket and accompanies the Work to the designated destination indicated in the *Contract*. Items delivered to TRANSNET without a copy of these documents may not be accepted.

A copy of the inspection release or waiver of inspection is included in the DP.

9. Non-Conforming Products

9.1 General

The *Contractor* shall establish and maintain procedures to control material or products that do not meet the specified requirements.

All *Contractor* product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows:

- If the *Contractor* discovers material or product which is not in accordance with the requirements of the *Contract*, i.e. a non-conformance, the *Contractor* shall immediately initiate the non-conformance procedure in terms of the *Contractor's* Quality Management System, advise TRANSNET promptly, and provide a copy of the non-conformance report (NCR) to TRANSNET
- If TRANSNET or its agent identifies a non-conformance, a TRANSNET NCR may be raised.

Originals of all closed out NCRs shall be included in the DP.

9.2 Defects

The project Quality officer will notify to NEC supervisor / Construction Manager of any defects observed and long them on the snag list.

9.3 Corrective and Preventative Action

If the *Contractor* proposes a disposition of any non-conforming materials or product which varies from the requirements of the Specification or *Contract*, such a proposal shall be submitted in writing to TRANSNET whose decision on the proposal shall be obtained in writing before the non-conforming material or product is covered up or incorporated into the Works, or is the subject of any other disposition.

The disposition of non-conformances which do not vary the requirements of the *Contract*, specification or drawings may be approved by the *Contractor* following discussion and agreement with TRANSNET.

10. Concession Requests and Technical Queries

10.1 Concession Requests

Where a *Contractor* requests a Concession to deviate from the requirements of the *Contract* or specified requirements, the *Contractor* raises the request with TRANSNET using the format as shown in Appendix 2.

The Concession Requests shall clearly identify all elements of the proposed deviation together with any resulting technical, commercial and/or schedule impacts.

Completed original Concession Requests shall be included in the DP.

10.2 Technical Queries

For clarification of technical issues (only), the *Contractor* may submit a Field Engineering Query (FEQ) to TRANSNET in accordance with the *Contract*.

The FEQ shall clearly identify all elements of the query, and all supporting documentation and/or drawings shall be attached where appropriate.

Completed original FEQ's shall be included in the DP.

11. Inspection, Measuring and Test Equipment

11.1 Calibration

The *Contractor*, including its Sub-Contractors/Sub-Suppliers, shall ensure the calibration of test and measuring equipment is performed and maintained in accordance with the relevant *Contractor* procedures and/or the equipment manufacturer's specifications.

Where calibration is required by an external laboratory, the *Contractor* shall ensure that the facility selected for calibration possesses current certification. Calibration certificates shall contain a statement that the test equipment is accurate to within specified tolerances.

The *Contractor* should establish the frequency of calibration for each item of equipment (including jigs, fixtures or templates) and record the details in a 'Measuring and Test Equipment Register' (or similar).

11.2 Use of Inspection, Measuring and Test Equipment

The *Contractor* shall ensure that authorised equipment users:

- Use the equipment in accordance with manufacturer's instructions, and accepted industry practices
- Ensure the equipment is covered by a current calibration certificate
- Conduct the measurements or tests in accordance with the equipment manufacturer's specifications or other relevant specification
- Prior to commencement of each inspection or test activities:
 - Identify the measurements to be made
 - Determine the accuracy required
 - Select the appropriate inspection, measuring or test equipment for the scope of work.

11.3 Verification of Previous Test Results

Where the calibration status of the equipment is unknown, expired or has doubtful accuracy, the equipment shall immediately be quarantined, and tagged according to *Contractor's* Quality System procedures. The *Contractor* shall then arrange for either in-house or external calibration, and:

- review all previous test results associated with the suspect equipment;
- identify the inspections, measurements or tests required to re-validate the results;
- ensure that suitable re-testing is performed with calibrated equipment;
- record the results of the re-testing on the respective inspection and test documentation.

12. Quality Personnel Qualifications

The Contractor shall nominate a suitably experienced Quality Officer in possession of Quality Diploma/Certificate, ISO 9001:2015 QMS Understanding and Implementation and Auditing trainings, with a minimum of 3 years' experience in similar projects.

The Contractor shall submit the CV of his nominated quality representative for the Project Manager's review and approval.

13. Quality Records

Contractors shall maintain Quality Records necessary to provide objective evidence that demonstrates and verifies achievement of the QA / QC requirements associated with the Scope of Work. All Quality Records, including original source material test certificates and non-destructive test reports, shall be retained by the *Contractor* during the project, and be provided to TRANSNET at the times, and in the quantities specified in the *Contract*.

The *Contractor* shall collate all quality records in the DP and submit the DP to TRANSNET in accordance with the *Contract* and all referenced standards and specifications. This DP shall be compiled progressively, and shall be available for review at all phases of manufacture or construction activities.

The Scope of Work shall not be complete until the *Contractor's* DP, including the quality records from Sub-Contractors/Sub-Suppliers, has been reviewed and accepted by TRANSNET.

The *Contractor* compiles the DP progressively during the execution of the Scope of Work and makes the DP available for review by TRANSNET as required.

The *Contractor* shall retain a copy of all Quality documentation generated during the *contract*, including a copy of the complete DP, for his own records for a minimum period of five years after the completion of the work.



Part C4: Site Information



Transnet National Ports Authority

Contract Number: TNPA/2023/09/0002/42116/RFP

Description of the Works: PROVISION OF DESIGN, MANUFACTURE, DELIVERY, INSTALL, AND COMMISSIONING OF SECURITY FENCING UPGRADE AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWELVE (12) MONTHS

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

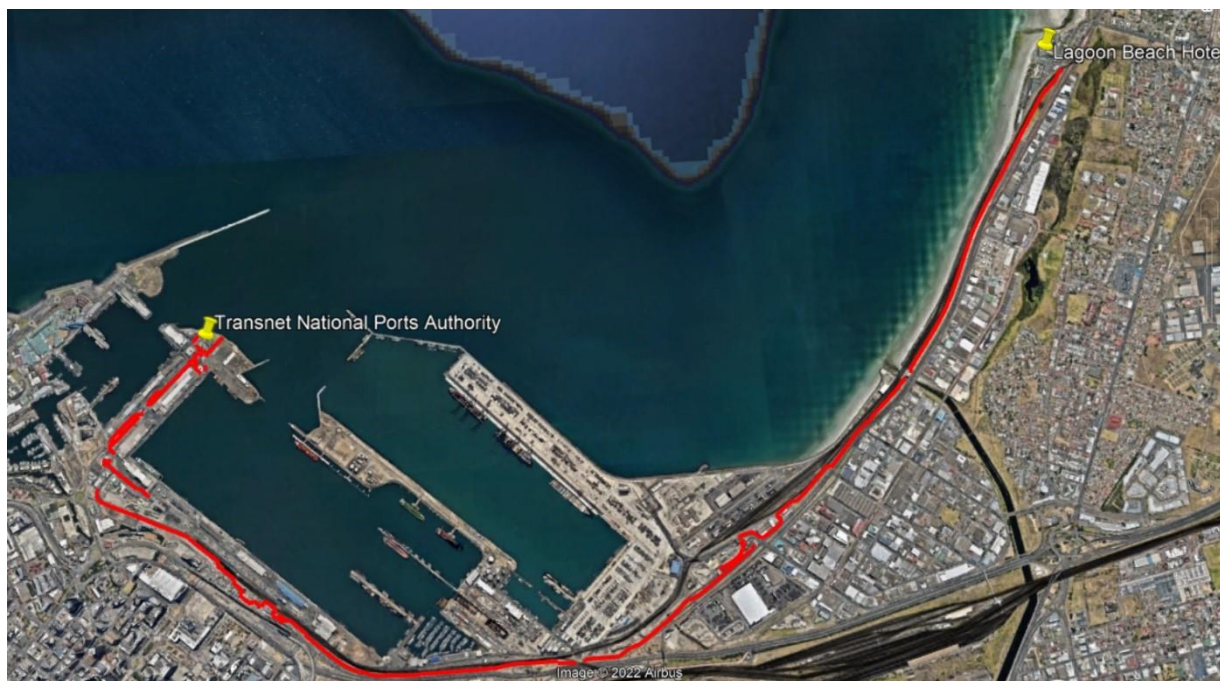
- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

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

1. Description of the Site and its surroundings

1.1. General description

The Port of Cape Town is located in Table Bay, Cape Town. The perimeter fence that is to be replaced runs from TNPA House (North-West side of the Port) to Lagoon Beach Hotel in Milnerton (towards the North-East). The perimeter fence is highlighted in red in Figure 1 below. Additional fencing is also required at various locations within the Port and the list can be found in Appendix A of the Scope of Works.





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

Since the project requires the upgrading of existing security infrastructure, drawings are available for the existing palisade fencing, which can be found in Appendix E of the Scope of Works. All drawings required relating to underground utilities can be requested by the Contractor (after their appointment) from the Project Manager. Throughout the duration of the project, it remains the responsibility of the Contractor to verify all drawings obtained from the Employer. The Port of Cape Town is a logistic zone along South Africa's Western Region and is one of the busiest Ports globally. The Port is therefore highly developed and contains existing buildings, structures, machinery as well as railway lines. The Works required for this project should in no way affect the existing infrastructure or machinery and should be executed in the most efficient manner so as to keep disturbances to a minimum.

1.3. Subsoil information

For the Works required for this project, it is the Contractors responsibility to confirm the subsoil material and the subsoil properties before construction.

1.4. Hidden services

All drawings required relating to underground utilities can be requested by the Contractor (after their appointment) from the Project Manager. Throughout the duration of the project, it remains the responsibility of the Contractor to verify all drawings obtained from the Employer. If there are no drawings available for underground utilities, it is the Contractor's responsibility to verify the services before any construction takes place.

1.5. Other reports and publicly available information

None.