**C3.1: EMPLOYER’S SERVICE INFORMATION**

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2. **Description of the *service***

##### Executive overview

Majuba Power Station is situated in Mpumalanga between Volksrust and Amersfoort in Mpumalanga. Majuba is classified as a Zero Liquid Effluent Discharge station and are therefore bound not to spill any contaminated water into the environment. The station has pollution control dams to contain effluent runoffs from the dirty areas and raw water dam which contains water used for station water production. The station has the responsibility to maintain all the dams responsibility in good working condition. **A scope of this contract covers de-silting all station dams and disposing silt on the allocated waste disposal sites, vegetation removal, oil spillages and any foreign materials inside the dams at certain intervals to ensure that they are being operated and maintained within design requirements.** The intervals of this contract scope execution will be determined by the Employer as and when required. The station has a number of dams which are clay lines and in a process of lining ash dams. Therefore it is essential for the Contractor to select cleaning techniques or methods that will not damage liners leading to environmental impact. The Contractor will be responsible to determine cleaning techniques on the dams as well a method statement that shall be approved by the Employer. There are different levels of contaminants in the sludge for the different dams thus different methods of handling is needed. The Contractor is expected to adhere to all Environmental regulations, Safety regulations needs to be complied with to prevent harm to the environment thus the need for inclusion of the necessary level of supervision. The Majuba Power Station water use license are also included as additional information for compliance.

* 1. ***Employer*’s requirements for the *service***

The following dams on site must be covered with this service and there is an Interim maximum operating levels of the pollution control dams at Majuba Power Station.

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **NAME OF THE DAM** | **CAPACITY**  **(m3)** | **MAXIMUM OPERATING LEVEL**  **(AS % CAPACITY)** |
| 1. | Ash dam number 1 | 269000 | 62% |
| 2, | Ash dam number 2 | 63000 | 20% |
| 3. | Ash dam number 3 | 93000 | 75% |
| 4. | Coal Stockyard  Pollution Control Dam | 75000 | 49% |
| 5. | Clean Water Dam | 245000 | 49% |
| 6. | Dirty Water Dam | 170000 | 87% |
| 7. | Emergency Storage | 45000 | 20% |
| 8. | Raw water dam | 622 000 | 85% |

The Contractor should recommend dams di-silting method or technique that will prevent damage on the liners and it should capable of removing or pumping out 1 200 tons of silt per day. It is also expected that the dry solids will be removed and transported onto the dedicated waste disposal site as indicated by The Employer and water should be retained on the dam. A proposed cleaning method shall be reviewed and approved by The Employer. The *Contractor* shall provide and submit the following reports to The Employer: daily quantities of silt removed and dam bathymetric survey report after completing cleaning activities on each dam.The haulage of the silt to the waste site from the dams shall be such that it shall have minimum impact on the environment i.e. spillages on Where there are no pumping facilities the sludge and any waste from the dams must be dried out before haulage by the *Contractor* using an environmental friendly process for the dewatering. Vegetation growing on the dams shall be removed using a method preferred by The Contractor but this method shall not cause damage on the dam’s liners. All material disposal shall be done on the dedicated waste site as directed by The *Employer* Representatives includingEnvironmental Officer. In cases where there are chemicals, the *Contractor* will supply MSDS for all chemicals needed for the works. All requires electrical supplies shall be supplied by the *Contractor* in the form of a diesel generator.

The Contractor shall adhere to all safety requirements of the *Employer* including Plant Safety Regulations in terms of working under permit, Life Rules, Health and Safety requirements. The *Employer* will provide a Responsible Person in terms of the regulations for the required permits. The *Contractor* is to supply a competent supervisor with the necessary safety and environmental training to supervise the works. Proof of certification shall be supplied to The Employer.

* + - All the payments will be based on the on the quantities of silt removed from the dam as indicated on this document. The Contractor shall provide daily reports and the bathymetric survey report after completing cleaning activities on each dam using recognized measuring instruments. The Employer will perform audit bathymetric surveys with Third Party if there are suspicious information discrepancies on the report submitted by The Contractor’s reports and The Contractor shall be liable for such payments. .
    - All mobile equipment Operators licensed including mobile vehicles to transport waste material to disposal facilities shall be fully trained and all competency certificates shall be submitted to the *Employer.*
    - The *Contractor* shall supply own colour coded waste containers like skips that are not defective or corroded through-out the project*.*
    - All the waste from the dams will be tested for the classification of waste by the *Employer* (full report to be given to the *Contractor* before the commencement of work) and in cases where waste is classified as hazardous it should be treated as such all the hazardous waste and to be hauled and disposed of at the licensed and approved landfill site and proof of disposal to be submitted to the *Employer* during assessment. The contractor must appoint a registered waste service provider for the disposal of hazardous waste, eg. Fuel oil spillage, lube oil spillage.
    - In case the waste is classified as non-hazardous then waste will be hauled and disposed of by the

*Contractor* to the ash dams.

* + - The *Contractor* to note that waste cannot be stored for more than 90 days without disposal, meaning that all the containers to be labelled with the first date of accumulation to track the stored waste.
    - During the drying process all waste removed from the dams that is not inside the skips to be

Immediately put on top of the plastic bags, which will be supplied by the *Contractor.*

###### THE CONTRACTOR TO TAKE NOTE OF THE FOLLOWING:

* + - * All fuels to be used must be stored in a leak-proof containers in a bund. Any spillages to be reported and cleaned and reported immediately to the *Employer.* All cost for this will be for the *Contractors* account.
      * The *Contractor* to supply its own equipment pumps inspection or check sheets to be kept on site at all times.
      * Safety PPE (including all rescue equipment for deep-water work), reflective vests, security, portable chemical toilet, shelter, transport, accommodation, all fuel needed for operation as well as direct supervision while works is in progress to be supplied by the *Contractor*.
      * The *Contractor’s* supervisor shall be trained as and act as Safety Representative as well as Environmental officer proof of certification to be provided. It will be expected from him to do the necessary Risk Assessments daily and minute it.
      * The *Contractor* must present his SHE file to Majuba P.S. Safety Department for verification and all his people need to attend the induction course presented by the Safety Department as soon as the SHE file has been approved.
      * The works will be monitored by the *Employers Representative* with assistance from the Safety and Environmental Departments.
      * The cleaning of dams can take place anytime during the year, but dry season is the preferred season as the inflow of water is minimal.
      * All works will be judged completed when *Employers Representative* is satisfied. Payment will be based on volume or tonnage based not time based and quotation to be based accordingly.
      * All equipment or machinery to be used by the *Contractor* shall provide a generator as there are no electrical supply available in the areas where the dams are situated.
      * All relevant Environmental regulations, standards, policies, guidelines, procedures and Majuba Power Station water use licence to be strictly adhered to.
      * When a need arises, the contractor will be expected to clean the dams simultaneously.

###### The following dams are included in the works:

* **Ash dams number 1, 2 and ash dam number 3**

Both dams receives water mixed with ash during ashing which happens daily from the ash plant. This is mainly clear ash water but it can still have silt that will settle in the dams as well as vegetation growing inside the dam. Should there be an inflow and a lot of water in the dams then The Contractor will still be expected to use suitable equipment to carry out cleaning activities. Cleaning of both dams to be cleaned quarterly or on request depending on the rate of settlement.

* + - The sludge and vegetation should be removed and dried before transported to the allocated waste site by the *Contractor.* The sludge, if classified as hazardous by The Employer, must be treated as such and disposed of at a registered landfill site by the *Contractor.* All disposal certificates to be handed to the *Employers’* supervisor as evidence of disposal by the *Contractor.*
    - Non-hazardous sludge and vegetation to be loaded on the trucks for disposal at the ash dam by the *Contractor.*
    - No spillages whether for hazardous or non-hazardous on the roads will be allowed and records of vegetation removed to be kept.
    - If electrical supply is needed the *Contractor* need to supply a generator. All electrical installation work to be provided by the *Contractor*.
    - A slurry pumped from the dams can be pumped onto the into dewatering bags for dewatering and drying.
    - The *Contractor* shall remove or transport dried material onto the waste disposal site.

The *Contractor shall recommend cleaning method or technique to the Employer* and this technique shall not damage the dam liners and/ structures.

* + - The slurry must be removed to the original depth of the dams. Drawings will be supplied.

###### Coal stockyard pollution control dam.

Coal stockyard pollution control dam receives water from the coal stock yard via the v-drains and rain catchment area. This is mainly clear coal water but it can still have silt that will settle in the dam as well as vegetation growing inside the dam.. The Contractor will still be expected to use suitable equipment to carry out cleaning activities. Cleaning of this dam to be cleaned every 2,5 year or on request depending on the rate of settlement.

* + - The sludge and vegetation should be removed and dried by the *Contractor*. The sludge to be dried before removed by the *Contractor*. The sludge, if classified as hazardous by the *Employer*, must be treated as such and disposed of at a registered landfill site by the *Contractor*. All disposal certificates to be handed to the *Employers’* supervisor as evidence of disposal by the *Contractor*.
    - If electrical supply is needed the *Contractor* need to supply a generator. All electrical installation work to be provided by the *Contractor*.
    - Material removed from the dam must be dried out before transported to the waste disposal site.

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The Contractor shall recommend cleaning method or technique to the Employer ( Prerrebly Slurry sucker) and any other recommended method shall be approved by the Employer. This technique shall not damage the dam liners and/ structures.

* When the sludge and the reeds is dried out by the *Contractor* and classified as non-hazardous by the *Employer* it must be collected separately and transported in trucks to the ash dam where it will be disposed of by the *Contractor.*
* All spillages need to be cleaned and reported immediately to the *Employer* immediately by the

*Contractor.*

###### Clean water dam

This dam receives water from storm water cut-off drains, diversion bunds, berm penstocks. All water from the clean water dam is prevented from entering the settling basin and dirty water dam by a series of storm- water cut-off drains. This is mainly clear storm water but it can still have silt that will settle in the dam as well as vegetation growing inside the dam. The Contractor will still be expected to use suitable equipment to carry out cleaning activities... Cleaning of this dam to be cleaned every 2,5 years or on request depending on the rate of settlement.

* The sludge and vegetation should be removed and dried by the *Contractor*. The sludge to be dried before removed by the *Contractor*. The sludge, if classified as hazardous by the *Employer*, must be treated as such and disposed of at a registered landfill site by the *Contractor*. All disposal certificates to be handed to the *Employers’* supervisor as evidence of disposal by the *Contractor*. Non-hazardous sludge and vegetation to be loaded on the trucks for disposal at the ash dam by the *Contractor.*
* *Contractor* will make sure no spillages whether for hazardous or non-hazardous on the roads will be allowed and records of vegetation removed to be kept.
* If electrical supply is needed the *Contractor* need to supply a generator. All electrical installation work to be provided by the *Contractor*.
* The slurry must be pumped back into bags for dewatering and drying.
* Should the dams be empty the sludge can be dried out and removed by trucks without damaging the dam structures by the *Contractor*.
* The slurry must be removed to the original depth of the dams. Drawings will be supplied.
* All waste removed to be dried first before it can transported for disposal by the *Contractor*.

###### Dirty water dam

Dirty water dam receives water from the surface water runoff from exposed ash surfaces, seepage from the ash facility and power station effluent. This water is only suitable for dust suppression on exposed ash surfaces and is not allowed to discharge into natural water courses. The dirty water system consists of a series of dirty water cut-off drains, a dirty water pipeline, settling basin (3 sumps), three dirty water dam and pump stations. This is mainly dirty water which have contaminants that will settle in the dam as well as vegetation growing inside the dam. The cleaning of the dam needs to be take place preferably during the dry season as the inflow of water is minimal. Should there be an inflow and a lot of water in the dam then it will necessitate the use of a slurry pump and the agitating system. If the water level is very low it can be pumped into the weir to the ash dam to empty completely. Cleaning of this dam to be cleaned every 2, 5 years or on request depending on the rate of settlement.

* The sludge and vegetation should be removed and dried by the *Contractor*. The sludge to be dried before removed by the contractor. The sludge, if classified as hazardous by the *Employer*, must be treated as such and disposed of at a registered landfill site by the *Contractor* All disposal certificates to be handed to the *Employers’* supervisor as evidence of disposal by the *Contractor*.
* Non-hazardous sludge and vegetation to be loaded on the trucks for disposal at the ash dam by the

*Contractor* **(Awaiting Environmental conformation by no later than 26/11)**

* *Contractor* will make sure no spillages whether for hazardous or non-hazardous on the roads will be allowed and records of vegetation removed to be kept.
* If electrical supply is needed the *Contractor* need to supply a generator. All electrical installation work to be provided by the *Contractor*.
* The slurry must be pumped back into bags for dewatering and drying.
* Should the dams be empty the sludge can be dried out and removed by trucks without damaging the dam structures. by the *Contractor.*
* The slurry must be removed to the original depth of the dams. Drawings will be supplied.
* All waste removed to be dried first before it can transported for disposal by the *Contractor*.

###### Raw water dam

This dam receives water from storm water cut-off drains, diversion bunds, berm penstocks, coal stock yard run offs and coal trucks entrance run offs.

* The sludge and vegetation should be removed and dried by the *Contractor* without compromising the composition of the water quality in the dam. The sludge to be dried before removed by the contractor. The sludge, if classified as hazardous by the *Employer*, must be treated as such and disposed of at a registered landfill site by the *Contractor* All disposal certificates to be handed to the *Employers’* supervisor as evidence of disposal by the *Contractor*.
* The sludge need to be agitated and pumped into bags placed on a plastic sail to enable dewatering and drying before removal.
* When the sludge is dried out it must be collected and transported in trucks to the ash dam where it will be disposed of.
* The trucks load bays must be sealed to prevent spillages along the road during transportation. All drivers must be trained to remove waste.
* All spillages by the *Contractor* to be contained and cleaned in the correct fashion to prevent any spillage to the environment. All spillages to be reported immediately.
* All vegetation removed must be drained of any water and disposed of in a proper manner indicated by the employer’s supervisor. Record of vegetation removed to be kept.
* Cleaning frequency will be do once a year (yearly)

###### Emergency storage

The emergency storage dirty dams during emergencies, as it receives water from dirty dam overflow s then there is a high chance of hazardous contamination which will need the dam to be sampled by the *Contractor* for the *Employer* to classify the waste inside the dam.

* The sludge and vegetation should be removed and dried by the *Contractor*. The sludge to be dried before removed by the contractor. The sludge, if classified as hazardous by the *Employer*, must be treated as such and disposed of at a registered landfill site by the *Contractor* All disposal certificates to be handed to the *Employers’* supervisor as evidence of disposal by the *Contractor*.
* The sludge need to be agitated and pumped into bags placed on a plastic sail to enable dewatering and drying before removal.
* When the sludge is dried out it must be collected and transported in trucks to the ash dam where it will be disposed of.
* The trucks load bays must be sealed to prevent spillages along the road during transportation. All drivers must be trained to remove waste.
* All spillages by the *Contractor* to be contained and cleaned in the correct fashion to prevent any spillage to the environment. All spillages to be reported immediately
* Cleaning of this dam to be cleaned every 2,5 years or on request depending on the rate of settlement.

##### Interpretation and terminology

The following abbreviations are used in this Service Information:

|  |  |
| --- | --- |
| **Abbreviation** | **Meaning given to the abbreviation** |
| PPE | Personal Protective Equipment |
| SHE | Safety Health and Environmental file |
| AWR | Ash Water Return |

#### Management strategy and start up.

* 1. **The *Contractor*’s plan for the *service***

The *Employer* requires daily planning from the *Contractor* for each activity, including weekend overtime which will be at the cost of the *Contractor.* Any activity that takes longer than one normal shift (9 Hours) must be planned in detail. The planning must be available and agreed to by both parties by 15:30 daily. The *Contractor* implements a planning system for daily and detail project/activity planning. A weekly progress report to be sent by the *Contractor* to the *Service Manager’.* The *Contractor* obtains the *Service Manager’s* acceptance for the system.

The *Employer* has existing databases and planning systems, the *Contractor* may in conjunction with the

*Service Manager* liaise with the *Employer* to acquire information about the system.

##### Management meetings.

Below regular meetings of a general nature will be convened and chaired by the *Site Supervisor* for the whole term of the contract*.*

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE AND PURPOSE** | **APPROXIMATE TIME**  **& INTERVAL** | **LOCATION** | **ATTENDANCE BY:** |
| **Contract Management Meeting**: Overall contract progress and feedback. This will include plant walks | Weekly, Monday’s (08:00 to 10:00). | Operating Support offices. | Contractor supervisor, Contract Site Manager, Service Manager, Environmental rep and Safety rep. |
| Assessments | After completion of each task (13h00 to 14h00). | Operating Support offices. | Service Manager, Contractor Supervisor and or the Contractor Manager. |
| Partners SHE Meeting | Monthly date and time to be communicated by Safety Department | To be communicated by Safety Department. | Contractor Safety Officer, Contractor SHE rep, Contractor Site Supervisor and Contractor Site Manager. |

##### Meetings

All meetings will be chaired and co-ordinated by the *Site Supervisor* **only,** Records i.e. minutes and signed attendance registers of these meetings shall be submitted to the *Service Manager* by the person conveying the meeting within five (05) working days after the meeting.

Meetings of a specialist nature may be convened as specified elsewhere in this *Service Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five (05) days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions. Records of these meetings shall be submitted to the Department that requested the meeting and copy the *Service Manager* by the person convening the meeting within five days of the meeting. Any other meeting that is not specified above, the *Contractor* to inform the *Service Manager* at least one (01) day before the sitting of the meeting.

##### Contractor’s management, supervision and key people.

The *Contractor* shall supply the contract organogram of all names and surnames, addresses, contact details, at least 02 next of kin names, surname & cell number, lines of authority and roles of all employees involved in the contract. Should there be any changes, the *Contractor* to submit changes to the *Service Manager* within 07 working days after changes have been made.

The *Contractor* will be required to ensure the following throughout the contract:

* That he provides constant supervision in all areas where work is being performed.
* The *Service Manager* must approve in writing any change to staff structure including names and after such approval, the *Contractor* shall submit an updated staff structure to the *Service Manager.*
* ***Management and supervision to be visible on the plant at all times to ensure work is carried out safely and according to the requirements of the works information.***
* The *Contractor* ensures that his *Site Supervisor* before any work being started does the necessary risk assessments and informs his staff of what is to be done and ensures the work can be carried out safely.
* It is the responsibility of *Site Supervisor* to always inform the *Service Manager* when he or she plans to be absent from work in writing via email or cellphone small message service - SMS (in cases of any type of leave, leave forms thereafter to be signed and approved by the *Service Manager* depending on the type of leave*).*
* The *Contractor* ensures that his staffs is always available and visible in the plant to deliver their daily activities services as per the people restrictions, hours of work, conduct and records in section 5.2.

##### Documentation control.

All correspondence between the *Contractor,* the *Service Manager* and the *Site Supervisor* will be done in writing following these rules.

1. All letters bears the sender's signature.

###### All letters to have a valid company logo or letter head.

1. Letters follows the numbering scheme described in point 9.
2. Correspondence sent via E-mail:
3. Call for service requests will be done via Email as it will be an everyday thing, there won’t be a need for writing a letter.

**Sender:** The letter is saved in PDF format and sent as an attachment to the receiver. The email Subject field contains only the doc reference number as described in point 9. The e-mail body may contain informal text but is not contractually binding.

**Receiver:** The receiver replies to the e-mail received, ensuring that the complete message from the sender is included in the message as an attachment. This attachment includes the letter in PDF format. In his reply the receiver includes the following text on the first line of the Message Body: "Acknowledgement of receipt”. This acknowledgement of receipt is contractually binding and serves as proof that the letter was delivered to the receiver’s address (Core Clause 13.2).

When a reply to a letter is required, e.g. “Acceptance of documentation” the receiver now becomes the sender and the procedure under for 3 a. and b. is followed with the receiver writing a new letter with a new reference number as described under point 9.

1. Correspondence delivered by hand:

**Sender**: The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and prepares two copies of the letter for delivery.

**Receiver:** The receiver signs both copies of the letter upon receipt and returns a signed and dated

copy to the sender.

1. Correspondence by fax:

**Sender**: The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and sends it to the receiver by fax. **Receiver** - Upon receipt, the receiver signs and dates the letter and returns it to the sender by fax, acknowledging receipt.

1. Correspondence via messaging small message service (no WhatsApp or Facebook and etc. will be accepted), this will be done by the *Site Supervisor* only in cases of sick leave or personal emergencies.

**Sender:** The *Site Supervisor* sends a messaging small message service before 08h00 to the *Service Manager* informing him or her leave to be taken.

**Receiver:** The *Service Manager* responds back to the *Site Supervisor* via the messaging small message service.

1. No other forms of correspondence are acceptable, nor will it be deemed contractually binding.
2. All correspondence not transmitted with one of the methods described above will be deemed as informal communication and not contractually binding. Only when a correspondence has been acknowledged for receipt by the receiver by the above will be deemed contractually binding.
3. Correspondence numbering scheme

*Service Manager* - The numbering of all formal correspondence from the *Service Manager* or *Site Supervisor* or *Site Administrator* starts with a prefix ACH-E followed by the correspondence number 0001, 0002 etc.

Example: ACH-E-0001.

*Contractor* - The numbering of all formal correspondence from the *Contractor* starts with a prefix

CH-

C followed by the correspondence number 0001, 0002……etc. Example: CH-C-0001.

##### *Contractor*’s management, supervision and key people

An organogram to be supplied by the contractor depicting resources for the following functions:

* Competent Site Supervisor with good communication skills, trained in Risk assessment, Environmental knowledge and certificate as proof of working knowledge of the NEC.
* Health and Safety representative.(SHEQ)
* Staff needed for the day to day operation of machinery such as generators pumps and any other equipment needed. These people need to be trained and competent. Certificates supplied by *contractor*.
* All drivers of the excavators, trucks etc. These drivers need to comply with the national road ordinance, licensed and trained in waste removal.
* General labourers to carry out other duties such as manning the fire hoses etc.

##### Provision of bonds and guarantees

N/A

##### Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager*’s payment certificate.

The *Contractor* shall address the tax invoice to Finance Department, Majuba Power Station Finance

department and include on each invoice the following information:

* Name and address of the *Contractor* and the *Service Manager;*
* The contract number and title;
* *Contractor*’s VAT registration number;
* The *Employer*’s VAT registration number 4740101508;
* Description of service provided for each item invoiced based on the Price List;
* Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
* (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

Payment will be based on volume of slurry and or vegetation (m3) removed determined from survey and

not on time. Quotation to be based accordingly.

The *Contractor* supplies an invoice on the agreed format with details as above to financial accounting. Where CPA is applicable it must be shown separately on its own invoice. Any compensation events will be dealt with according to the NEC process and invoiced on its own Task Order reference, 45 number and invoice. To ensure prompt assessments, the assessment will be done on the information available on the actual cost spread sheets. The backup invoices must be available before the next assessment date for final corrections. The assessment must show all the lines as loaded on the SAP system. The *Contractor* keeps record of all the original backup invoices and records and allows access to such, as required by clause 52.2 and 52.3 of the *conditions of Contract.* The Contractor supplies copies with each assessment.

For any outsourced scope of work the Contractor provides motivation to the *Service Manager* for acceptance prior to commencement of work.

##### Contract change management

N/A

##### Records of Defined Cost to be kept by the *Contractor*

N/A

* 1. **Insurance provided by the *Employer***

N/A

##### Training workshops and technology transfer

N/A

##### Design and supply of Equipment

N/A

* 1. **Things provided at the end of the *service period* for the *Employer*’s use**

###### Equipment

N/A

###### Information and other things

All documentation supplied by the *employer* as well as all documentation filed by the *contractor* such as time sheets, legal documentation, removal certificates, safety documentation(toolbox talks) and disposal certificates where used, must be submitted to the *Services Manager* at the end of each works.

##### 2.14 Management of work done by Task Order

All additional work requested by the Service Manager will be done by issuing a task order. This may include emergency work as well as hiring of equipment. The Contractor needs to supply the Service Manager with the contents of the Task order. This must include the description of the work, price list as well completion date. After consultation the Service Manager will issue the task order.

#### Health and safety, the environment and quality assurance

##### Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in **Annexure A** to this Service Information.

* + 1. **SAFETY:**
* The *Contractor* complies with the Occupational Health and Safety Act 85 of 1993.
* The *Contractor* complies with the *Employers* Plant Safety Regulations.
* The *Contractor* complies with the Safety, Health & Environmental Procedure for *Contractors*

SPSER003.

* + 1. **Safety Plan**

The *Contractor* maintains a safety plan in accordance with the OHSAct.

The *Contractor* provides safety statistical information on a weekly basis to the *Service Manager*, every Wednesday. Details of the reporting format and information required are obtained from the *Service Manager*.

###### Standard Isolation Procedure

The *Contractor* designs a standard isolation procedure for the use of his workforce which will be submitted to and accepted by the *Service Manager* 1 week before the *possession date* of the Plant. This will serve as a training and reference guide. The purpose is to impress upon his workforce the importance of safety in preventing injury to personnel or damage to plant. The safe start up and shut down sequences and step- by-step isolation sequence must be listed in the procedure, in-line with the *Employer’s* Plant Safety Regulations and requirements.

###### rmit-to Work Arrangements

The *Contractor* operates under the Permit-to-Work system with lock-out facilities in accordance with the

*Employer’s* Plant Safety Regulations where needed.

###### Safety System

The C*ontractor* will operate and maintain the prescribed safety system by the *Employer.* There will be a ‘as- and-when required’ compliance SHE audit done by the E*mployer’s* Safety Risk Department.

###### rsonal Protective Equipment

The *Contractor* supplies, maintains and ensures that his personnel at all times wear the relevant branded

personal protective equipment as required for each task. Only SABS approved safety equipment is allowed to be used. Safety PPE including all rescue equipment , reflective vests, (take deepwater work in consideration),

###### Plant Safety Regulations of the *Employer*

* + - * The *Contractor* shall conform to the *Employers* Plant Safety Regulations and the Operating Regulations for High Voltage Systems.
      * The *Employer’s Supervisor* will apply for permit for the cleaning operation.
      * The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations and Operating Regulations for High Voltage Systems to the *Contractor.*

###### alth and Safety Arrangements

* + - * The *Contractor* must ensure that all his personnel attend the *Employers* Health and Safety Induction Course prior to starting with any work. The Induction Course is presented by the *Employer’s* Safety Risk Department. Arrangements are to be made with Safety Risk Management through the *Service Manager* by the *Contractor*.
      * Where new staff members join the contractors crew they need to attend the induction course and the safety file updated accordingly before they start work.
      * The *Contractor* shall comply with the guidelines set out in the *Employers* Safety Manual. The sheet on the first page must be completed by the *Contractor* and submitted to the *Service Manager* before starting any work. This sheet will be valid for the duration of the contract.
      * Safety Risk Management has the right and authority to visit and inspect the *Contractor’s* work place or site yard and the *working areas* to ensure that tools; machinery and equipment comply with the *Employers* minimum safety requirements.
      * The *Service Manager* may instruct the *Contractor* to stop work, where the *Contractor’s* personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The *Service Manager* may instruct the *Contractor* to discipline his employees and to submit a disciplinary action report to the *Service Manager*. The *Contractor* shall implement additional health and safety precautions where necessary.

###### ire Precautions

* + - * Any tampering with the *Employer’s* fire equipment is strictly forbidden.
      * All access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment must remain accessible at all times.
      * In case of fire, the *Contractor* reports the location and extent of the fire to the *Employers*

Electrical Operating Desk at extension 5222.

* + - * The *Contractor* takes the necessary action to safe guard the area to prevent risk to plant and personnel and the spreading of the fire.
      * The *Contractor* takes the necessary action to prevent any veld fires from starting.

###### Reporting of accidents

* + - * The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. The *Service Manager* must be informed immediately of any medical or disabling injury and within 24 hours of any first aid treatments. Any damage to plant and equipment with risks to production must be reported to the *Service Manager* immediately. Any damage to plant and equipment with no risks to production must be reported to the *Service Manager* within 24 hours.
      * NOTE! This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

###### Occupational Health and Safety Act 85 0f 1993 – SECTION 37

* + - * In accordance with Section 37 (2) of the Act, the *Contractor* is appointed by the *Employer* as a mandatory to assume the duties and responsibilities to the Contract. The *Contractor* ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.
      * The *Contractor’s* person appointed on the form in Annexure 9 is a competent person as defined in the General Machinery Regulations, Section 2.1 of the Act.
      * The *Contractor* acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.
      * The *Contractor* undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
      * The *Contractor* shall appoint a person who liaises with the *Employers* Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:
        + Supply the *Employers* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
        + Supply the *Employers* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms if the Act and Regulations and shall notify the *Employers* Safety Officer of any changes thereto.
      * The *Employer* may, at any stage during the duration of this contract:
        + Perform safety audits at the *Contractor’s* premises, its work place and its employees;
        + Refuse any employee, subcontractor or agent of the *Contractor* access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
        + Issue the *Contractor* with a stop work order or a compliance order should the *Employer*

become aware of any unsafe working procedure or condition or any non - compliance with the Act, Regulations and Procedures referred to in the Occupational Health and Safety Act and all Regulations made there under as well as the entire *Employer’s* Safety and Operating Procedures.

* + - * Any stop work order resulting from the stipulations of the above going clause is not a compensation event. Furthermore, no reasonable amendments to the act or the Regulations or to the *Employer’s* Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs or time incurred in complying therewith, from the *Employer*.

###### Radiation protection

N/A.

###### Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with the safety data sheet with sufficient information to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the *Contractor* to request the supplier to supply the information for all hazardous chemicals to be used for the *works.* If the information is not available the items are not be allowed on site. All the hazardous chemical substances must be on register in the store with the relevant safety data sheets. This applies to items supplied by the *Employer* as well.

###### Environmental management

The *Contractor* is required to ensure that all goods, services or *works* supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on *site*, the goods, services or *works* supplied will also conform to the *Employer’s* environmental specifications.

###### Housekeeping

The *Contractor’s* equipment does not impair the operation of the plant or access to the plant.

##### Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure B

* + 1. Environmental regulations to be strictly adhered to as well as Majuba policies and procedures.
    2. The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure 6.1 of

the Operating and Maintenance manual.

* + 1. 3.2.1 To protect the *Employer’s* environmental interests, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the national and provincial governments.
    2. The *Contractor* provides the *Employer* with a product and service falling in the scope of Act 36 of 12874 or Hazardous Substances Act no 15 of 1973. The *Contractor* provides the *Employer* with all the necessary information to comply with the legal requirements of Government Notice R1179 in Government Gazette No 16596 of 25 August 1995 (Exposure of employees to Hazardous Chemical Substances) and Section 10 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilizers and agricultural remedies, including herbicides (“weed killer”).
    3. Environmental criteria and constraints as listed below:

|  |  |
| --- | --- |
| **Environmental**  **Impact** | **Safeguards & Actions** |
| ***Noise Pollution*** | All care and due diligence will be taken to prevent or minimise noise impacts on the community. |
| ***Water Pollution*** | All care and due diligence will be taken to minimise or prevent pollutant  material such as oil and fuel, entering waterways and subsurface water. |
| All pumped slurry must be controlled and any leakage should be fixed at once.  Rehabilitation of effected areas required. |
| Material, fuel and oil, will be stored in an impervious bunded area. |
| ***Soil Disturbance***  ***and Erosion*** | Erosion and sediment control measures will be implemented and maintained  to prevent sediment moving off site and sediment laded water entering the  water course or any drainage lines. |
| Disturbed areas that have potential to cause erosion will be stabilised and/or  re-vegetated. Care must be taken to fix leaks at once to prevent erosion of dam walls. |
| Prevent sediment and/or mud from being tracked onto road. |
| ***Flora & Fauna Disturbance*** | Where vegetation is removed, stockpile sites will be managed to prevent impacts. |
| All removed vegetation to be disposed of correctly and quantified. |
|  |
| ***Air Pollution*** | All care and due diligence will be taken to minimise or prevent air pollution. |
| Any vehicle transporting waste or other materials that may produce odours or  dust must be covered during transportation. |
| ***Community***  ***Consultation*** | Community notification will be undertaken when works are likely to cause  dust or offensive noise to impact on the public and nearby residents. |
| Community notification will be undertaken before works are scheduled to  commence outside normal working hours. |

|  |  |
| --- | --- |
| ***Visual Impact*** | Stockpiles should not be stored at a height that has the potential to cause  visual impact. |
| ***Waste Management*** | Stockpiles and waste material will not be left on site. |
| All material stockpiled that will not be reused or recycled will be disposed of in  an appropriate manner such as a licensed landfill. All disposal certificates to be filed and presented to the *Employer* on request. |
| The work site will be left and kept tidy. |

* + 1. **LAND MANAGEMENT**

**3.2.2.1 Veld fires**

The *Contractor* takes all precautions to prevent fires. A veld fire management plan, reporting etc., is submitted to the

*Service Manager* 2 weeks after the Contract Date for acceptance.

* + 1. **Relevant Legislation**

The following is a list of some of the relevant legislation and other environmental documents at the time of the compilation of this document:

* + - * **South African Acts:**

The Contractor must ensure compliance to the following at all times:

1. South African Acts:
   * The Environment Conservation Act (Act 73 of 1989) NEMA
   * The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
   * The Occupational Health and Safety Act (Act 85 of 1993)
   * The Road Traffic Act (Act 29 of 1989) NWA
   * The Health Act (Act 63 of 1977) CARA
   * he Hazardous Substances Act (Act 15 of 1973) NEMBA

* **Subsequent amendments to any of the above Acts are also implied.**

1. Eskom Policies and Procedures:
   * ESKPBAAD6 Environmental Management Policy
   * ESKPBAAA9 Environmental Impact Assessment
   * ESKPVAAL7 Environmental Impact Assessment
   * ESKPBAAA3 Air Quality Management Policy
   * ESKPBAAD4 Herbicide Management
   * ESKASAALO The Safe Use of Pesticides and Herbicides
   * ESKPBAAA8 Energy and Environmental Policy and Strategy
   * ESKPBAAAC4 Waste Management Policy and Strategy
   * ESKPBAAA6 Coal Utilization
   * GEM6 An Eskom Purchasing Policy for Buying Environmentally Friendly Products
   * ESKADAAJ4 Water Management Policy
   * ESKADAAJ5 Waste Management Policy
   * ESKADAAP7 Investigation of Major Incidents
   * GGS0350 Generation Fire Risk Management

##### 3.3 Quality assurance requirements

Quality management shall comply with the Employers standard GGS0462 –Quality requirements for engineering and construction works, ISO 9001 and the QM58 (**240-105658000**) Supplier Quality Management Specification.

The *Contractor* will be required to have the necessary Quality Control Plans with the work Packages for each job activity pertaining to this Scope of Supply.

Quality Assurance will be monitored by the *Employer’s* representative and feedback to be given weekly at the

meeting.

The Employer reserves the right to audit the contract, after providing prior notice.

#### 4 Procurement

* + 1. **Minimum requirements of people employed**

All people used for the service will be properly trained and authorised according their positions. The *Service Manager*

will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

***Supplier Development and Localisation Requirements***

The Contractor recruits 100% of all new recruits of general labour from Dr Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour.  Contact details and application forms will be provided by the *Employer’s Representative* on request

In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the contractor needs to provide proof that the local municipality could not provide such individual.

The contractor needs to update the *Employer’s Representative* as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc

The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the *Employer’s Representative*.

***Transporting of Staff***

The Contractor must use transportation sourced from the Dr Pixley Ka Seme local taxi association.

The Contractor remains responsible for ensuring that the required personnel are on site at the required times.  The Contractor is required to submit a risk mitigation plan outlying Mitigating Steps that will be taken in the event of Strike actions that could prevent the contractor from providing the Service as per the scope.

* + 1. **BBBEE and preferencing scheme**

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and Mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned ( BWO ) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for

acceptance by means of a statement of expenditure.

* + 1. **Accelerated Shared Growth Initiative – South Africa (ASGI-SA)**

The *Contractor* complies with and fulfils the *Contractor’s* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor*’s ASGI-SA Compliance Schedule stated below

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor*’s actual

delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor*’s failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the

*Contractor* to comply with his obligations under this contract.

##### People

* + 1. **Minimum requirements of people employed**

All people used for the service will be properly trained and authorised according their positions. The *Service Manager*

will have access to all documentation such as attendance registers as well as personnel files to verify qualifications.

* + 1. **BBBEE and preferencing scheme**

Preference is given to South African companies as possible sub-contractors. Local resources are to be utilised where possible.

A predetermined and Mutually agreed value of this contract, at the Contract date, is attributed to Eskom Holdings Limited classified Black Economic enterprises (BEE) / small Medium & Micro enterprises (SMME) or Black woman Owned ( BWO ) enterprises.

The value attributed to such enterprises is monitored by the *Contractor* and submitted to the Service Manager for acceptance by means of a statement of expenditure.

* + 1. **Accelerated Shared Growth Initiative – South Africa (ASGI-SA)**

The *Contractor* complies with and fulfils the *Contractor’s* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor*’s ASGI-SA Compliance Schedule stated below

.

*[Insert the agreed ASGI-SA Compliance Schedule here]*

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor*’s actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor*’s failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the

*Contractor* to comply with his obligations under this contract.

##### Subcontracting

* + 1. **Preferred subcontractors**

Preference whenever possible on all subcontracting work shall be allocated to BWO’s, SMM’s and BEE’s. The

*Employers* definitions for these categories of companies apply.

* + 1. **Subcontract documentation, and assessment of subcontract tenders**

The *Contractor* submits a detailed list and proposed contract data of subcontractors to be used, including labour hire and closed corporations with their tender for approval.

If new sub-*Contractors* are going to be used during the contract duration their details need to be supplied to the

*Service manager* for approval before they are used.

* + 1. **Limitations on subcontracting**

The utilisation of labour and sub-contractors of the local community is recommended.

Take note that no labour is to be hired at Majuba Power Station, Majuba Coal stockyard and ash disposal Security gates.

* + 1. **The *Employers* subcontractors**

Subcontractors used by the *Employer* will visit the site to carry out inspections and maintenance on request from the

*Contractor* and the *Employer.*

Subcontractors may change from time to time due to their agreements with the *Employer*. The amount of subcontractors might also increase or decrease from time to time.

* + 1. **Subcontract documentation, and assessment of subcontract tenders**

The utilisation of labour and sub-contractors of the local community is recommended.

Take note that no labour is to be hired at Majuba Power Station, Majuba Coal stockyard and ash disposal Security

gates.

* + 1. **Limitations on subcontracting**

Subcontractors used by the *Employer* will visit the site to carry out inspections and maintenance on request from the

*Contractor* and the *Employer.*

Subcontractors may change from time to time due to their agreements with the *Employer*. The amount of subcontractors might also increase or decrease from time to time.

##### Plant and Materials

* + 1. **Specifications**

The integrity of all the dams cleaned by the *Contractor* must not be affected.

* + 1. **Correction of defects**

Where the integrity was affected and damage is evident caused by the Contractor, the Contractor will be liable and held responsible for the repairs to the Employer’s satisfaction.

* + 1. ***Contractor*’s procurement of Plant and Materials**

All plant and materials required by the *Contractor* to be supplied by the *Contractor*

* + 1. **Tests and inspections before delivery**

N/A

* + 1. **Plant & Materials provided “free issue” by the *Employer***

The *Employer* does not supply anything for the work~~s.~~

Working on the Affected Property

##### *Employer*’s site entry and security control, permits, and site regulations

* + - The *Contractor* applies for access permits (*Contractor’s* Permit) to the *Service Manager*. The *Contractor’s*

personnel shall be required to be in the possession of a *Contractor* Permit at all times.

* + - All *Contractor* personnel shall be issued with a access permit (*Contractor* Permit) which will contain the following information:
      * Name
      * ID Number
      * Company
      * Validity date
    - All *Contractor* permits must be submitted to Protective Services when the workers leave the Site during or after completion of the works.
    - In order to assist Protective Services with the issuing of permits and the identification of personnel on Site, the *Contractor* is to supply a list of all personnel that he intends using on Site, at least 48 hours prior to entering the Security area. This list must be delivered to the *Service Manager*. The list identified with the *Contractor’s* name, is to contain the following information:
      * Employee Name.
      * Employee ID Number.
      * Eskom Safety Co-ordinators signature.
      * Eskom Service Manager’s signature.
      * Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
    - The list of details has to be completed on the special form appended to the *Contractor’s* Safety Manual.
    - To speed up the process of gaining access to the Site, the *Contractor* must compile detailed lists of all tools and equipment to be taken on Site before arriving at the Power Station Security gate. A special

tool and equipment list form is available at Protective Services. An authorised copy of this list must be retained and used again when the tools and Equipment is removed from Site during or after completion of the works. Any item on site without this approved list will be deemed to belong to the *Employer.*

* The *Contractor’s* visitors and personnel shall conform to the security arrangements in force at the Site at all times. Application forms for visitors must be filled in by the *Contractor’s* site manager and approved by the *Employer*, one day before the visit and submitted to the *Employer’s* Protective Services office. Visitors will not be allowed on Site if the necessary forms are not in the possession of security staff.
* The Chief of Protective Services may, with valid cause, remove any of the *Contractor’s* personnel from Site, either temporarily or permanently. He may deny access to the Site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
* No unauthorised vehicles will be allowed on Site. The *Contractor* provides vehicle application to the

*Service Manager* for acceptance.

* The *Contractor* will be limited to the *working areas* associated with the *works*. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
* Parking inside the power station is strictly prohibited, except for loading proposes.
* No recruiting of casual labour may be done on Eskom premises, including the area outside the security gates.

##### People restrictions, hours of work, conduct and records

The *Contractor* will follow Majuba Power Station’s working roster where working conditions must comply with the labour laws.

* + 1. **Working Hours**
       - The *Contractor* provides the working hours for all the departments to the *Service Manager* for acceptance.
    2. **Overtime**
       - Overtime will be determined by the Contractor and is to be included in the m3 price.

##### Health and safety facilities on the Affected Property

The *Employer* does have a Medical centre on site with an ambulance service and trained medical personnel in case of emergencies.

Also on site is a Fire service with a fire truck and trained Proto team members for emergencies.

**Note**

**Intoxicating substances:**

**No alcohol will be allowed on site. Any person found in possession or under the influence (more than 0 as** Majuba**’s standard is zero tolerance) of any intoxicating substance will be removed by the Contractor.**

##### Environmental controls, fauna & flora

The *Contractor* adheres to all Environmental legislation.

##### Cooperating with and obtaining acceptance of Others

The *Contractor* will have to interface with others during his contract period and is required to co-operate with the Eskom personnel and or other *Contractors such as Roshcon who manages the ash dams*.

* 1. **Records of *Contractor*’s Equipment**

The *Contractor* will keep record of all his equipment used on site. Such records will state serial numbers as well as safety certificates and all safety inspection sheets. `This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

* 1. **Equipment provided by the *Employer***

The Employer will provide no equipment but in an emergency the Contractor can discuss with the Employer certain needs for assistance.

##### Site services and facilities

* + 1. **Provided by the *Employer***
       - Power reticulation on some of the sites limited to 380V 100Amps. This will be available in emergency only.
       - Potable water to the site.
       - The *Employer* will supply an area for site establishment in some areas if needed.
       - The Employer will have samples of sludge tested to determine method of disposal of sludge removed.

|  |  |  |
| --- | --- | --- |
| **4.12.2** |  | **Provided by the *Contractor***  *Contractor* to provide all tools, equipment, machinery, stationary and site office where needed |
|  |  | The *Contractor* shall ensure that the operator on shift has reliable communication with the *Contractor’s* |
|  |  | Supervisor as well as *Employer’s* representative. |
|  |  | All vehicles, machinery, electrical supply in the form of generators and other equipment needed for the |
|  |  | works. All equipment will be registered and all drivers to be authorised to transport waste |
|  |  | The *Contractor* to supply all ablution facilities such as chemical toilets. |
|  |  | The *Contractor* supplies all fuel and all other consumables. |
|  |  | The *Contractor* arranges his own accommodation for his staff. |
|  |  | The *Contractor* arranges his own security. |

##### Control of noise, dust, water and waste

* + - Control of above to be done to prevent any negative influence to others as well as the community.

#### List of drawings

* 1. **Drawings issued by the *Employer***

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

|  |  |  |
| --- | --- | --- |
| **Drawing number** | **Revision** | **Title** |
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##### Specifications and legal documentation as attached in disc supplied

Specific environmental legislation to adhere to are:

The Contractor must ensure compliance to the following at all times:

1. South African Acts:
   * The Environment Conservation Act (Act 73 of 1989) NEMA
   * The Atmospheric Pollution Prevention Act (Act 45 of 1965) NEMWA
   * The Occupational Health and Safety Act (Act 85 of 1993)
   * The Road Traffic Act (Act 29 of 1989) NWA
   * The Health Act (Act 63 of 1977) CARA
   * The Hazardous Substances Act (Act 15 of 1973) NEMBA Subsequent amendments to any of the above Acts are also implied.
2. Eskom Policies and Procedures:
   * ESKPBAAD6 Environmental Management Policy
   * ESKPBAAA9 Environmental Impact Assessment
   * ESKPVAAL7 Environmental Impact Assessment
   * ESKPBAAA3 Air Quality Management Policy
   * ESKPBAAD4 Herbicide Management
   * ESKASAALO The Safe Use of Pesticides and Herbicides
   * ESKPBAAA8 Energy and Environmental Policy and Strategy
   * ESKPBAAAC4 Waste Management Policy and Strategy
   * ESKPBAAA6 Coal Utilization
   * GEM6 An Eskom Purchasing Policy for Buying Environmentally Friendly Products
   * ESKADAAJ4 Water Management Policy
   * ESKADAAJ5 Waste Management Policy
   * ESKADAAP7 Investigation of Major Incidents
   * GGS0350 Generation Fire Risk Management
   * GEM BULLETIN 5 Problem Plant Species on Generation Sites.

## PART 4: ATTACHMENTS

**ATTACHMENT A: Health & safety**

###### 5 REQUIREMENTS AND RESPONSIBILITIES

Eskom, as the Employer in terms of section 8 of the OHSA, has the overall accountability and responsibility for the health and safety of all persons involved during construction work. This is managed by means of various agreements, which are part of the interpretation of this procedure, as required in terms of section

37.1 of the OHSA. In this capacity Eskom must ensure that employees have their OHSA duties explained to them.

###### Client (Eskom)

The client may appoint an agent on a site and project specific basis to act on its behalf in terms of the duties and responsibilities imposed on the client in terms of legislation and this procedure. This appointment shall be properly documented.

The Client shall ensure that the Agent it appoints has the necessary competence and resources to perform the required duties and when appointed shall take the responsibilities imposed on the Client by the Construction Regulations and where applicable by this procedure.

###### The Project Managers shall:

* + - 1. As far as is reasonable and practicable develop a comprehensive project plan that includes reference to all SHE issues.
      2. Ensure that designers are made aware of their roles and responsibilities.
      3. Where applicable, provide to the designer:
         * Eskom-specific SHE criteria to be applied to the designs.
         * Environmental Impact Assessment report.
         * Geo-science technical report.
      4. Ensure that the project team conduct a baseline site-and project-specific risk assessment in relation to all relevant hazards.
      5. Prepare and provide the SHE specifications that shall be based on the baseline site-and project- and

scope of work specific risk assessment, identifying the existing and potentially significant residual hazards that a competent and resourced contractor would not have been expected to know. The SHE specifications should include:

* + - * + Any relevant SHE information about the specific construction work to be performed;
        + Include all the applicable and relevant information contained in the Eskom documents pertaining to the project and scope of work. Extracts or the entire Eskom document must be included in the SHE specification. Refer to Annexure 1 for additional minimum requirements for SHE specifications.
      1. Ensure that the Principal Contractors submitting tenders have made detailed provision for the cost of SHE measures for the construction work.
      2. Ensure if a Principal Contractor intends to use a subcontractor/s to perform work on the construction project, that this arrangement shall be indicated by the Principal Contractor during the tendering stage or at the commencement of work. The Principal Contractor shall indicate who his / her subcontractors are, and provide evidence that the subcontractor/s have the necessary competence and resources to carry out the work safely and to ensure a duty of care to the environment. The Project Manager has the right to determine who works on his / her project.
      3. Ensure that the Principal Contractor is registered and in good standing with the Compensation Commissioner or with a licensed compensation insurer, prior to and for the duration of the contracted work.
      4. Ensure that tendering Principal Contractors provide a detailed SHE plan, based on the SHE

specifications provided as well as any other SHE considerations arising from the Principal Contractors' construction activities.

* + - 1. In cases where internal Eskom departments perform construction work within Eskom, the requirements of this procedure shall be adhered to.
      2. After the selection and appointment of the Principal Contractor / internal service provider have

been concluded, the Client and the Principal Contractor / internal service provider must complete and sign the ‘Notification of Construction Work’. The Principal Contractor / internal service provider shall forward this notification to the Provincial Director, prior to the commencement of work and retain evidence of such notification.

* + - 1. The Project Manager shall audit the work that is being executed against the approved SHE plan at

the intervals as mutually agreed upon, but not less than once a month.

* + - 1. All Project Managers involved in construction work shall be registered with the South African Council for the Project and Construction Management Professions (SACPCMP).
      2. Ensure that all Eskom employees involved in construction work receive essential training as determined by a training needs analysis.
      3. Not appoint a Principal Contractor to perform construction work, unless the Project Manager is reasonably satisfied that the Principal Contractor, which he intends to appoint, has the necessary competence and resources to carry out the work in a safe and healthy manner and ensure the duty of care to the environment.
      4. In order for Eskom to fulfil its responsibility to support government and Eskom initiatives, employ

emerging contractors that require guidance and assistance that is reasonably practicable.

* + - 1. Appoint each Principal Contractor in writing.
      2. Where subcontractors are appointed by the Principal Contractor, ensure that the Principal Contractor supplies the applicable Eskom SHE specifications to the subcontractor/s.
      3. Stop the Principal Contractor or subcontractors from continuing with work if such work is not in accordance with the SHE plan or Eskom requirements. Any Eskom employee or contractor can stop an activity, which poses a threat to the health and safety of person(s) or a risk of degradation to the environment. Any person can report to the Project Manger any unsafe or unhealthy practices, or conditions which pose a threat to the environment. The Project Manager shall issue non-conformance

reports for the circumstances giving rise to the stoppage, the actions taken and any corrective measures required.

* + - 1. Then there are changes in the scope of work and /or work environment (e.g. climatic changes;

amendments to Eskom rules and / or legislative amendments), review (and revise if necessary) the affected sections of the SHE specification and baseline site-and project -specific risk assessment and provide it to the Principal Contractor. The Principal Contractor shall then review (and revise if necessary) the SHE plan and the activity-based risk assessments. The Project Manager must then ensure that the provisions in the SHE plan are adequate and thereafter approve and sign off the plan, prior to recommencing the work affected by the changed scope.

* + - 1. Ensure that the Principal Contractors audit their subcontractors on their compliance with the approved SHE plan as per the requirements of the SHE file.
      2. Shall ensure that no visitor enters construction sites without having first received a SHE briefing in the form of induction and thereafter the relevant risk-based PPE, where reasonably practicable.
      3. Ensure, prior to the commencement of construction work, that all persons involved in any construction work have received the Client's project specific induction training.
      4. The Project Manager must ensure that the Principal Contractor is made aware of his / her requirement to hand over the SHE file on completion of the contracted work. The SHE file shall contain all the requirements as per Annexure 2.
      5. Ensure that all contractors receive Majuba Power Station SHE induction training.
      6. Keep documented records of all training

###### SAFETY HEALTH AND ENVIRONMENT PLAN

* + 1. The SHE plan shall be based on the requirements of the OHS act as well as per Majuba SHE Procedure for contractors
    2. Principal contractors will be held responsible for non-compliance by their sub-contractors.

###### SAFETY HEALTH AND ENVIRONMENT FILE

* + 1. SHE file will contain all the documentation as required by the OHS Act as well as the checklist Majuba Specifications and the copy of the safety file will be kept at SRM office.
    2. Majuba Power Station SRM Department will conduct regular audits on the contractors SHE file and premises to ensure compliance with the legal requirements and Majuba SHE procedure for contractors.
    3. At completion of contract, the SHE file will be included in the consolidated file as per the requirements of the Construction Regulations 5(8), and will be handed over to the Project leader.
    4. No contractor will be allowed to work at Majuba Power Station before the SHE file is approved and all other requirements are complied with.

###### NOTIFICATION OF CONSTRUCTION WORK (CR3)

* + 1. Majuba Power Station will notify the Department of Labour of construction work in case of Outages. For other projects, notification of construction work will be the responsibility of the Contractors.
    2. ARNF 367 form will be used to notify the department of labour

###### STATUTORY APPOINTMENTS

* + 1. Refer to Annexure C Checklist for all required appointments.
    2. All required statutory appointments will be done in writing.
    3. The appointment letter must indicate company footers as well company

Logo (Letterhead)

* + 1. Only competent people can be appointed and proof of competency must accompany the appointment
    2. An appointment will include the following
       1. Clear reference to the act or regulation under which the person doing the appointment is

authorised to do so.

* + - 1. The date, name and signature of the person doing the appointment.
      2. The area of responsibilities.
      3. The duties to be performed.
      4. Clear reference to the act or regulation under which the appointee is appointed.
      5. The name of the person appointed.
      6. The date, signature and the acceptance of the person appointed
      7. Any termination of any appointment will be done in writing and a copy placed on file

###### LETTER OF GOOD STANDING (CR 4(1)(G))

* + 1. No Contractor will be allowed to perform any work activities on site without a valid letter of good standing
    2. The contractor must be in good standing with the compensation for the duration of the project

###### RISK ASSESSMENTS (CR7)

* + 1. The project leader will provide the contractor with risk that already exists pertaining to the project.
    2. A risk assessment will be compiled for every task to be performed as well as: -
       - Transportation of passengers and goods.
       - Site establishment.
       - Use of all equipment.
    3. No principal contractor will be allowed to do any work without a proper Risk Assessment.
    4. Every principal contractor will have a proper risk assessment at his / her arrival at Majuba Power

Station. Before commencement of any work, every principal contractor will adapt his risk assessment to the prevailing hazards and conditions.

* + 1. Attendance register for the hazards and related working procedures, reflecting the date of training and the names and signatures of all trainees will be kept in the SHE file.
    2. See annexure D, Hazard checklist for a list of possible points to consider and include in a risk assessment.

###### PERSONAL PROTECTIVE EQUIPMENT

* + 1. The contractor’s Employer shall issue to all his employees on site personal protective equipment that is approved by SABS.
    2. Long sleeve personal protective equipment shall be worn in the plant.
    3. The equipment shall be worn where required and where it is indicated by symbolic safety signs.
    4. Personal protective equipment shall be maintained in a good and clean condition.
    5. The equipment shall be checked on a regular basis to ensure that it is being worn in the right place at the right time
    6. Damaged PPE shall be replaced.
    7. Records of issue shall be kept.

**ATTACHMENT B:**

* + - * Majuba Power Station EMS Implementation: Handling of Waste and Chemical or Oil Spillage**.**

###### Majuba Power Station Environmental Management Requirement for Contractors and Suppliers ENV/GEN/SPEC/01.