

PART 3: SCOPE OF WORK

Document reference	Title	
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C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The objective of this contract is for the *Contractor* to provide a 24-hour standby service for repair and splicing of conveyor belts and installation of pulley lagging, on an as and when required by the *Employer*, at Majuba Power Station. The conveyors on site are divided into the coal and ash plants, which each has its own site management and site-based maintenance service provider, which co-ordinates all the maintenance activities.

This Service is required to start 2024/11/01 for a Period of 5 (five) years.

The *Employer's* conveyor systems are regarded as Level 1 plant (of highest importance) and are therefore, critical to allow normal operations for electricity generation to continue, uninterrupted. For this reason, the *Contractor* is required to have an effective quality management system in place and be **ISO 9001** approved. Furthermore, all activities will be done as per to the level of quality management stipulated therein and also according to the Eskom procedures **GGP 1045** and **GGP 1046** (issued separately).

The *Contractor* shall provide a qualified and competent team with all the necessary equipment to do cold and/or hot repairs, cold and/or hot splicing of both fabric, ply conveyor belts and steel corded belts, Finger Splicing, with ceramic and/or rubber lagging of the conveyor system pulleys and a generator(380V) hire as and when required. The *Contractor's* team/s must always be led by an experienced splicing supervisor. The *Contractor* must possess presses and all other necessary equipment to enable hot splicing of belts up to 2400mm wide. Call-outs to site by the relevant plant section shall be done telephonically and the *Contractor* is expected to report to site within three hours for emergency work, otherwise at the time given by the client for all pre-planned work.

The *Contractor* is required to establish a site office and store at Majuba Power Station with all facilities at their expense in a location indicated by the employer.

The contractor will have identified a representative as a key person approved by the Employer on site during working hours who will report to the Contract manager and co-ordinate all activities. The Site representative must be Qualified at a minimum of Supervisor.

The *Contractor* will perform two weekly check on all belts to determine belt and splice condition, to warn in time areas of danger and concern.

The *Contractor* provides Continuous Magnetic Resonance Image (MRI) scanning Service on the Conveyor Belts Listed in this scope and on and as and when required Basis on all other Steel Cord Belt.

1.2 Employer's requirements for the service

1.2.1 Cold and/or hot belt splicing is to be performed on inclined and horizontal belts. A list of all conveyor belts and pulleys, with their specifications is supplied in **Annexure 1**. This includes belt class, width and thickness as well as all pulley dimensions and types of lagging.

1.2.2 Cold and/or hot splicing of fabric belts is to be done according to the Eskom Generation Division procedure, GGP 1045 "PROCEDURE FOR ON-SITE SPLICING OF PLIED TEXTILE CONVEYOR BELTING". Cold and/or hot splicing of steel cord belts is to be done according to Eskom Generation Procedure, GGP 1046 "PROCEDURE FOR ON-SITE SPLICING OF STEEL CORD CONVEYOR BELTING".

All specifications and actions stipulated in the above procedures shall be strictly adhered to with exception of any changes stated within the Service Information. Further exceptions to the above procedures must be approved by the *Employer* before it may be implemented.

1.2.3 Cold and/or hot splicing includes pulling the belt into position for proper alignment of the two ends to be spliced. Cold splicing work includes trimming the edges of the spliced belt and performing quality checks as described in the quality control procedures. The *Contractor* shall be responsible to pull out old belts and pull in new belts, whenever required.

1.2.4 The *Contractor* must be able to perform hot splicing of belts up to 2400mm wide.

- 1.2.5 Only adhesives approved by Eskom, Majuba Power Station will be used and the bonding strength must be a minimum of 15N/mm for all belt splicing.
- 1.2.6 Each splice is to be marked with a unique number for identification. This number shall also be indicated on the invoice along with the *Employer's* Representative name.
- 1.2.7 The installation of "edge bar samples" on every splice is a compulsory requirement. This sample must be identified as per the identification number of the splice and also constructed from the same splice kit used to perform the splice.
- 1.2.8 All labour, materials, equipment, tools, transport and consumables for performing the services are to be supplied by the Contractor. In case of a belt replacement, the *Employer* shall provide the replacement conveyor belt only and make it available next to the work site. All the *Contractor's* power tools and equipment must be on a planned maintenance schedule and must be inspected before dispatched to Majuba Power Station. Access to site with equipment and tools will only be granted upon the submission of a printed tool/equipment list to the security department. Any items not on the list and brought onto site, may not be removed from site thereafter.
- 1.2.9 A Quality Control Procedure (QCP) must be prepared, approved, available and used on each and every splice, lagging and belt repair done. The completed QCP will be handed over to the client upon completion for filing. Within 24 hours after completion, the splice will be "mapped" with a Shore Hardness gauge to determine the standard specification 65 Shore A ± 5 . The splicing time must be defined "X" minutes per mm. The *Contractor* is required to ensure that the Shore Hardness test is performed for every splice and the results shall be entered on the QCP to be signed and submitted to the *Employer* before the Contractor leaves site.
- 1.2.10 The *Contractor's* Engineer, Competent Person or Site representative will conduct on-site investigative fault-finding surveys, in conjunction with the site maintenance personnel, on all conveyor belts on a two Weekly basis. This shall be performed by a competent person and reports containing the results of the survey and recommendations to address the findings, in order to improve the plant health, must be submitted to the *Employer* within one week after such survey is done.
- 1.2.11 The *Contractor* shall report to site at the time planned by the client (Majuba maintenance representative/s) otherwise the response time for a call-out shall not exceed three hours from the first telephonic notification. The respective *Contractor* must have the required equipment and personnel to provide the appropriate response and services. Low Performance Damages without an early warning will be applicable for any deviation to these requirements.
- 1.2.12 In the event that Majuba Power Station site personnel (Eskom or others) need to be used to provide Supervision, the *Contractor* will be charged at the relevant rate stated in the Service Level Table (see section 6) to recover the costs incurred. However, this stipulation shall not apply during the first three months of the contract (See section 2.3 below).
- 1.2.13 Continuous Magnetic resonance Image (MRI) Belt Scanning will be Performed on the Following Conveyor Belts:

Coal Tippler takeout Conveyors	02EAB21 and 02EAB22
Coal Overland Conveyors	00ECA12 and 00ECA22
Coal Reclaim Conveyors	00ECA11 and 00ECA21
Coal Boiler Incline Conveyors	01ECB12, 01ECB22, 02ECB12, 02ECB22, 02ECB12 and 03ECB22
Ash Overland Conveyors	01ETK10 and 02ETK10

Ash Cross Conveyors	01ETK20 and 02ETK20
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The MRI Service will have an availability of 99% with False alarms below 0.1%

The Contractor installs, Maintains and upgrades the MRI scanning Units

The Scanning Service will provide immediate notification of Deviations from the Following Parameters on each of the Listed Conveyor Belts:

- Indication of Splice deterioration or failure
- Steel Cord damage or deterioration

The Continuous scanning Device integrates a critical Alarm potential free relay into either the Majuba Outside Plant control System or and the Conveyor belt CT Systems long line protection.

2 Management strategy and start up.

2.1 The Contractor's plan for the service

Within two weeks of the contract start date, the *Contractor* shall provide an overall plan which stipulates how the provision of the services shall be facilitated in order to meet the *Employer's* needs. This will include the availability of competent staff and necessary equipment, team/s reporting to site within the stipulated time, meeting quality requirements, including defect correction and management of incompetency and ill-discipline.

Due to the scope of work being predominantly unplanned work, a project programme for the duration of the contract will not be possible. It is expected however, that the *Contractor* will be able to provide baseline programmes on each of the specific tasks (hot splicing, cold splicing, pulley lagging) which can be used to determine the average duration for a specific type of activity. This will be especially required where work will affect other activities on site, including during outages. Such programme will be in the form of either a Microsoft Excel spread sheet or MS Projects schedule with durations and resources stated for all the different activities/levels of work to be undertaken. Programmes must be revised whenever necessary to contain relevant information.

The *Contractor* shall also take cognisance of the fact that technical reporting and/or investigation is required at intervals stipulated in the Service Information which require the *Contractor* to provide suitably qualified and experienced personnel to undertake the site survey every 2 weeks. Proof of the competence of this person must be proven to the *Employer* beforehand.

2.2 Meetings

Meetings will be convened and chaired by the *Service Manager* as and when required, including the following:

Table 2.2: Meeting Schedule

Name	Frequency	Attendance by relevant <i>Employer's</i> personnel:	Attendance by relevant <i>Contractor's</i> personnel:
Contract kick-off	Once off	Contract manager, Site supervisor/manager and/or other necessary representatives.	Contract manager, Site supervisor and/or other necessary representatives.
Early Warning	As and when notified by either party	Contract manager and Site supervisor/manager and other relevant personnel.	Contract manager and Site supervisor/manager and other relevant personnel.

Technical and/or non-conformance	At least once every 3 months	Contract manager, Site supervisor/manager and technical representative.	Contract manager, Site supervisor and technical representative.
General Safety	At least once every 3 months	Safety Representative, Contract manager and Site supervisor/manager.	Safety Representative, Contract manager and Site supervisor.
Safety Incidents	For each occurrence	Safety Representative, Contract manager and Site supervisor/manager and others involved.	Safety Representative, Contract manager and Site supervisor and others involved.

Additional ad-hoc meetings may be convened as required by either party. All meetings on site shall be recorded using the *Employer's* attendance register and minutes taken. 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.

2.3 Contractor's management, supervision and key people

The *Employer* and *Contractor* shall appoint a competent and trained Contract Manager / *Employer's* Representative who shall manage all contract related matters and if necessary, may also manage technical issues. Change of this person shall be communicated in writing within one week of such change to the other party.

The *Contractor's* site representative will be required to be approved by the *Employer* before the contract commences. The *Contractor's* Site representative will be required to comply with 3.1.7 (f).

The *Contractor's* site representative will be available after hours telephonically.

Where the Site Representative is not available due to excessive hours worked, leave or illness a Suitably qualified alternate must be made available.

The *Contractor* shall ensure that there is a competent supervisor for all site work to perform supervision duties. The Supervisor/s shall be qualified and experienced and proof of this must be submitted within one week of the contract start date. The *Contractor* shall ensure that his Supervisor/s become authorized as Authorised Supervisor/s (AS), in terms of the Eskom Plant Safety Regulations (PSR) within 12 weeks of the contract start date. This authorisation is obtained by attending a course which includes written evaluations (allow 5 days duration) and undergoing a verbal evaluation (1 to 2 hours) within three months after course results indicate that the Supervisor has passed. As authorisations are valid for two years only, the *Contractor* must ensure that Supervisors are re-authorised before the authorisation lapses. The necessary training and evaluations will be provided by Majuba free of charge and the *Contractor's* Supervisors must be available to attend, when the course is scheduled. If the *Contractor's* Authorised Supervisor/s is not available on site, this implies that work may not be done and therefore Low Service Damages will be charged.

Additionally, the Supervisor/s must be able to communicate satisfactorily in English and have formal education as per Eskom Job description requirements. If at any time, it is found that the Supervisors' ability to either supervise the workers, practice good communication skills (verbal or written) or exercise competency is lacking, the *Employer* may give instruction for the removal of such person from site.

All key people undertaking repairs, splicing, pulley lagging shall be appropriately trained and competent to perform such work and proof thereof must be submitted. Incidence of poor quality work and non-adherence to site regulations and procedures will prompt the *Employer* to request the immediate and permanent removal of such person from all site activities.

2.4 Documentation

2.4.1 Correspondences shall be written formally on the letterhead format of the organisation and addressed to the relevant person. Additionally, each correspondence shall be numbered uniquely in the following manner:

Employer to Contractor, EC, followed by a sequential three digit number e.g. EC001,

Contractor to Employer, CE followed by a sequential three digit number e.g. CE002

- 2.4.2 The *Contractor* shall provide Eskom with a completed quality control procedure (QCP) and work report / job card for each and every job undertaken and this must include technical specifications, findings, space for the client to sign off and comment and include any other relevant information required by the client. The *Contractor* shall always have the approved safety file on site with all current and relevant documents. Working without a safety file and QCP is not allowed on site and the *Employer* can claim delay damages if this occurs, as the *Contractor* will be sent off site and can only return once the required documentation is available and in order.
- 2.4.3 All other documentation issued to the *Contractor* must be duly completed and returned to the *Employer*.
- 2.4.4 The conditions of this Contract are to be taken as the Agreed term. NO other terms and conditions are to appear in the Contractor job cards, Quotations, invoices or any other standard documentation.

2.5 Invoicing and payment

- 2.5.1 A purchase requisition number shall be supplied to the *Contractor* prior to any work undertaken on site. The *Contractor's* supervisor shall ensure that a job card is correctly completed with all the relevant information including date, start time, completion time, waiting time (if applicable), plant description and KKS number, description of the work undertaken and spares/consumables used, including quantities thereof. A signed copy shall be handed to the site representative to check, sign off and retain a copy.
- 2.5.2 Within one week of the work being done, the *Contractor* shall supply a quote/delivery note and a job card reflecting the tasks undertaken, plant description and KKS number and costs, as per the price schedule items. This is necessary for the *Employer* to conduct an assessment of services provided by the 25th of every month and create purchase orders.
- 2.5.3 Within one week of receiving a payment certificate (contract assessment) 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:

Accounts Payable Services
Eskom Holdings SOC Limited
Majuba Power Station
Private Bag 9001
Volksrust
2470

- 2.5.4. The following information must be included on each invoice submitted (either personally or by post):
- 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

3 Health and safety, the environment and quality assurance

3.1 Health and Safety

The *Contractor* shall comply with the health and safety requirements that follow:

3.1.1 Eskom Life Saving Rules

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and *Contractors*.

- Rule 1: Open, Isolate, Test, Earth, Bond, And/Or Insulate before touch - that is any plant operating above 1000 V.
- Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
- Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
 - Eskom takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in any vehicle on Eskom Business and/or on Eskom premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of Eskom may result in Eskom terminating your obligation to perform work in terms of your contract with Eskom.
 - All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.
- Rule 4: Be sober -no person is allowed to work under the influence of drugs and alcohol.
- Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

3.1.2 Plant Safety Regulations

- a) The *Employer* shall arrange the isolation of the plant from all sources of danger as described in the Plant Safety Regulations. The Permit to Work shall be issued to the Responsible Person (RP) (site Maintenance staff/client) and be shown to the *Contractor* with the risk assessment, indicating which plant has been isolated and any special conditions applicable.
- b) The RP shall enter all the names of the *Contractor* workers in the Worker's Register and explain the work requirements and dangers.
- c) The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations to the *Contractor*.
- d) All work on plant is governed by the Plant Safety Regulations and *Contractors* must comply fully – No permit to Work available implies that no work may be done.

3.1.3 Fire Precautions

- a) Any tampering with the *Employer's* fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards must be kept free of obstruction and is not be used for work or storage at any time. Fire fighting equipment must remain accessible at all times.
- c) In case of fire, report the location and extent of the fire to Electrical Operating Desk at 017 799 3803 and it is expected that the *Contractor* shall take the necessary action to safeguard the work area in order to prevent injury and spreading of fire.
- d) All Hot Work on site must be done as per the Hot Work Procedure, SERV/FIRE02.

3.1.4 Reporting of incidents

- a) The *Employer* follows an incident prevention policy which includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The *Contractor* is expected to co-operate fully to achieve this objective and have his own incident reporting system which is compatible to the site system. The *Employer's* Representative must be informed **immediately** of all safety incidents including fatalities, medicals and first aids and near misses. Any damage to property or equipment must be reported to the *Employer's* Representative as soon as reasonably practicable but not later than 4 hours after the incident. A Summary of the Incident is to be Submitted to the Employer's Representative within 4 hours of the Incident.

- b) NOTE: The above-mentioned reporting does not relieve the *Contractor* of his legal obligation to report 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 and to perform investigations of all incidents.
- c) The *Contractor* must provide the Safety Risk Officer with a monthly safety statistics report by the first working day of every month, even if no incidents have occurred.

3.1.5 Vehicle Safety

- a) Drivers, passengers and pedestrians must obey safety requirements in terms of the National Road Traffic Act, No 93 of 1996, as amended, including other relevant provincial or local requirements.
- b) All drivers must possess a valid, national driver's licence of the correct category/class, must not be under the influence of alcohol or other drugs which will impair the senses and must be authorised by the *Contractor* to drive the company vehicle.
- c) All vehicles must be roadworthy and vehicle specifications must include at least front airbags for the driver and the front passenger and an anti-lock braking system (ABS).
- d) All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 km/hour will be adhered to on the premises at all times.
- e) Transportation of passengers on the back of open or closed light delivery vehicles (LDVs), trailers, trucks or any other form of transportation is not allowed. It is a legal requirement for all *Employers* to provide safe transportation of all employees both on and off site.
- f) No person may be transported in the back of vehicles closed by means of canopies, unless provided with factory-fitted or manufactured-approved, proper seating and safety belts, i.e. crew cabs.
- g) Drivers and others entering Majuba Power Station will be subjected breathalyser testing.
- h) The driver/s must ensure that their passengers are seated and wear seatbelts at all times.
- i) Tools and equipment in vehicles must always be properly secured.

3.1.6 Barricading / Screens and Scaffolding

- a) The *Contractor* shall be responsible to adequately barricade off working areas and display warning signs to ensure that people and plant are not exposed to danger or to prevent access to work areas.
- b) The *Employer* will supply scaffolding and barricading if with at least 24 hour notice given. Tampering, adjustment, moving or dismantling of any approved scaffold is not allowed – this may only be done by the scaffolding service provider.
- c) The *Contractor* will provide a suitable Splicing Enclosure capable of ensuring that the Temperature, Humidity and Dust conditions are within the acceptable range as per the Eskom Procedures **GGP 1045** and **GGP 1046**. Any additional equipment required to maintain the Environment within the enclosure according to the above requirements are to be provided at the *Contractors* cost and must be capable of maintaining the environment in all weather conditions.

3.1.7 Health and Safety Arrangements

- a) The *Contractor* shall comply with the guidelines set out in the Majuba Standard **BIA/RM/STD/01** titled "**Safety, Health and Environmental specification to be met by Contractors**"
- b) The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with the works. A one hour course will be provided free of charge by the *Employer* and will be valid for the duration of one year. It is the *Contractor's* responsibility to make an appointment for the induction and ensure that re-induction is done timeously.
- c) Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The *Employer's* Representative shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. The *Employer's* Representative is entitled to instruct the *Contractor* to discipline his employees, to enforce disciplinary action and to submit a report to the *Employer's* Representative. The *Contractor* shall implement additional health and safety precautions wherever necessary.
- e) The following Health & Safety requirements should be complied with:

- The *Contractor* is required to supply a Certificate of Competency for his/her employees if the work will be done under the following conditions:
 - Confined Spaces
 - Heights
 - Heat stresses
 - Cold stresses
 - The *Contractor* to provide the *Employer* with a signed register as proof of free issue of adequate Personal Protective Equipment (PPE) to be used by his/her employees (preferably SABS approved). Additionally, the *Contractor* shall provide overalls for his staff with clearly identifying motifs depicting the company name.
 - Sub-*contractors* - the principal contractor must request approval for the use of any sub-contractor. Proof must be given to Eskom that the sub-contractor/s have the necessary competence and resources to carry out the work safely and to ensure that due care of the environment will be exercised.
 - Medical certificate of fitness shall be issued by a Registered Occupational Health Medical Practitioner only.
- f) The *Contractor* appoints a person, qualified in accordance with the SHE Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety and this person shall be contactable telephonically 24 hours a day.
- g) The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Services to ensure compliance with it and all employees, agents, Subcontractors or mandataries with the SHE Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

3.4.1 The *Contractor* shall provide all overalls (when needed) for his staff with clearly identifying motifs depicting the company name.

3.2 Environmental constraints and management

All Legislative, Eskom and Majuba environmental policies are to be adhered to:

- 3.2.1 The *Contractor* will be required to ensure that all works are carried out as per the **ISO 14001** standard and **Majuba's Environmental Policy, BIA/ENV/04 and Waste management Policy, BIA/ENV/01**. The following environmental requirements are complied with at all times:
- Zero liquid effluent discharge.
 - No chemicals will be dumped into the station drains or on the premises.
 - No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
 - Asbestos will be handled and stored according to Act 15 of 1973 (Hazardous Substances Act).
 - No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
 - *Contractors'* activities/ services shall be carried out as per the above procedures and **BIA/RM/STD/01**
- 3.2.2 The *Contractor* will be responsible for complying with any new environmental requirements, relevant to the Services Information that may come into effect as part of Majuba Power Station's Environmental Management System (EMS) during the duration of this contract.
- 3.2.3 In order to protect Eskom's environmental interests whenever a product or service is provided by a *Contractor*, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the central end provincial governments.

- 3.2.4 The *Contractor* also accepts all responsibilities, accountabilities and liabilities associated with such legal requirements, unless specifically excluded from a contract by a mutually acceptable written agreement.
- 3.2.5 Hazardous substances
If product is classified as a hazardous substance, material safety data sheets (MSDS) must accompany delivery/use. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11. If any hazard is identified by the *Contractor*, he must immediately inform the *Employer*.

3.3 Quality control and assurance requirements

The *Contractor* must possess an accredited Quality Management System. A pre-approved Quality Control Plan (QCP) is to be used for the tasks at hand, as per the issued Eskom procedures **GGP 1045** and **GGP 1046**.

- 3.3.1 Proof of the *Contractor's* personnel competency in terms of Regulation 18 (5 and 6) of the OHS Act is required by the *Employer*.
- 3.3.2 The *Contractor* will additionally comply with the *Employer's* Quality Requirements as specified in Standard **QM58**. This includes the *Contractor's* ISO 9001 Registration Certification of Compliance
- 3.3.3 All quality control documentation must be submitted to the Project Manager/ *Employer's* Representative/ *Employer's* Agent within two weeks after contract award for written approval.

3.4 General Requirements

The *Contractor* to note and comply with the following:

- 3.4.1 The *Contractor* shall operate under the direction and instructions of the *Employer* or such appointed person/s who may give instruction without transgression of the contract, any legislation and regulations including the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- 3.4.2 The *Contractor* shall maintain a high standard of workmanship as expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
- 3.4.3 Contracts shall include, in terms of Section 37(2) of the OHS Act an agreement to ensure compliance by the mandatory with the provisions of the Act.
- 3.4.4 The non-compliance of the *Contractor* in terms of safety and quality requirements is claimable as Low Services Damages by the *Employer*. It is the *Contractor's* responsibility to clarify all requirements and ensure that compliance is maintained during the contract period.
- 3.4.5 The *Contractor* shall comply with all local and statutory labour laws (LRA, BCEA UIF etc) and agreements and shall promptly attend to any labour grievances that may arise. The *Contractor* shall not remunerate employees at less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.

4 Procurement

4.1 Subcontracting

The *Contractor* may not use a Subcontractor unless a written request is made to the *Employer* and approval is given. All terms and conditions applicable to the *Contractor*, will also apply to the approved Subcontractors e.g. legal requirements, appointments, authorisations, safety, quality and therefore all relevant documentation must be submitted in order for the *Employer* to consider the Subcontractor for approval.

Additionally, the prices listed in the price list will remain unchanged if any Subcontractors are used.

The *Employer* reserves the right to limit Sub Contracting of work to less than 5% on the value of the contract.

4.2 Plant and Materials

4.2.1 Correction of defects

All defects to be repaired within 3 days. Penalties listed in section 6 (Service level table).

4.2.2 Plant & Materials provided “free issue” by the *Employer*

Scaffolding, forklifts and/or cranes will be provided without cost to the *Contractor* upon the *Contractor's* request, if available at the time. These may only be installed/operated by persons who have authorisation to do so. Conveyor belts for inserts and belt replacement will be provided by the *Employer* as free issue.

5 Working on the Affected Property

Whilst working on site the *Contractor* will adhere to all Eskom and Majuba Power Station site regulations.

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

The *Contractor* shall prepare and submit the safety plan and other documents in a file within one week of the contract start date and which shall be corrected if necessary to be approved within one week thereafter. Safety induction is provided subject to the safety file being approved by one of the Safety Risk Officers of Majuba Power Station and thereafter, the file must always be available when work is done on site.

Access to site is dependent on the all workers undergoing a short (1 hour) safety induction and then only will access permits be issued for workers and construction vehicles to enter. Work will not be allowed without induction provided by the *Employer* for each and every worker.

Medical certificates of workers can only be issued by Occupational Health Practitioners and includes hearing, sight and lung-function tests and may include psychological evaluations for workers who work at heights and/or any other requirement stipulated by the Safety Risk Officers.

See **BIA/RM/STD/01** for all relevant details or contact the Safety Risk Officers at 017 799 3121 or 017 799 3445.

5.1.1 Security and Access Arrangements

- a) The *Contractor* may apply for a temporary or permanent photo permit (if on site for longer than two months) as well as vehicle permits at the Security office, after completing induction.
- b) The following information is required for permits to be approved (temporary permit forms will be provided by the Safety Risk Officer conducting the safety induction):
 - o Employee name and ID Number
 - o Company
 - o Contract validity date
 - o *Employer's* Representative signature
 - o Copy of the first page of the ID book of each employee
- c) The *Contractor's* personnel will be required to be in possession of their access permit at all times and will produce them at the security gate on every occasion or whenever requested. All *Contractors'* permits must be returned to Protective Services when the relevant personnel leave the site permanently and upon Completion of the services. Any lost photo permits will be paid for by the *Contractor*.
- d) The *Contractor's* visitors and all personnel shall conform at all times, to the security arrangements in force at the time. Application forms for visitors must be completed by the *Contractor's* Site Manager and approved by the *Employer's* Representative at least one day before the visit and submitted to the Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.

- e) Protective Services may with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently. Access may be denied to site to any person, whom in the opinion of Protective Services, constitutes a security risk. No compensation is claimable by the *Contractor* if this occurs.
- f) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with contract vehicle permit disks will be allowed on site. Contract Vehicle Permit Applications should be directed to the *Employer's* Representative.
- g) The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other area, and must ensure that his employees abide by these regulations.
- h) Parking inside the Power Station buildings or in front of driveways, doors and gates is strictly forbidden, except for loading purposes.
- i) No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Power Station security gate.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Only authorised persons may have site access and perform work.

5.2.2 Majuba Power Station normal working hours are:

- o Monday to Thursday – 07:30 to 16:45
- o Friday – 07:30 to 12:30

The *Contractor* will however, provide the services during all hours.

5.2.3 As per the Labour Regulations Act and the Basic Conditions of Employment Act, no person is allowed to work more than 12 continuous hours per shift. The *Contractor* shall ensure that workers are relieved from duty after working twelve hours.

5.2.4 The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site if, in the *Employer's* opinion, it is warranted.

5.3 Health and safety facilities on the Affected Property

There is a medical station on site and a fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialling 9222 from any site phone or else 017 799 2138 (medical centre) 017 799 3192 (fire and rescue) and also available after hours by dialling 9222 from any site phone or else contacting the Electrical Operating Desk (EOD) at 017 799 3803 (all hours). However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit.

5.4 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Interfacing may be required with the site maintenance personnel and others.

5.5 Records of *Contractor's* Equipment

The *Contractor* will bring a typed list of all his equipment and tools (with serial numbers, wherever possible). This list needs to be approved by the Security office before the items are taken onto site on each occasion. Equipment that is not listed on a tool/equipment list cannot be removed from site. Equipment and vehicles left on site is done so at the *Contractor's* own risk.

5.6 Equipment provided by the *Employer*

The *Employer* will provide replacement conveyor belts if the belt has to be replaced or inserts are required. Scaffolding can be supplied after notification and call-out of the relevant scaffolding service provider. Other equipment such as forklift and cranes may be supplied upon request and if available at the time on site.

Rigging Equipment, lights, hand tools and Splicing Equipment will not be provided by the Employer and The Contractor is to conduct his operation in such a way as to make lending of tools from the Employer or other contractors on Site unnecessary.

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

Sanitary services, water, compressed air and electricity shall be provided by Eskom at fixed points on the plant. There is also a site kitchen which serves lunch only and meal tickets may be purchased at the Petty Cash Office in the Finance Building. Furthermore there is also a tuck-shop on site but both of these operate only on week days and are for the *Contractor's* own cost.

5.7.2 Provided by the *Contractor*

The *Contractor* is to supply all the personal protective equipment, transport, accommodation, tools, equipment and consumables to perform all the required tasks on site.

Ablution and other facilities for the *Contractor's* site office.

5.8 Control of noise, dust, water and waste

5.8.1 Waste is to be disposed of in bins supplied by Eskom – yellow bins for general waste and red bins for hazardous waste. However, the *Contractor* is expected to remove all his own waste from site, as far as possible.

5.8.2 Noisy equipment and tools emitting noise more than 105dB (A) may not be supplied/utilised by the supplier.

5.9 Tests and inspections

The site maintenance staff or Quality Control personnel shall inspect the *Contractor's* work and sign off all relevant documentation, if the work is satisfactory. Thereafter, plant shall be test run and the *Contractor* informed of any defects. The *Contractor* may be present for any test running.

6 Service Level Table

The following table depicts the level of performance required of the *Contractor*. Should the *Contractor* be unable to meet these requirements, Low Service Damages will be claimed from the *Contractor*.

Table 6: Service Level Table for Low Service Damages

No.	Description	<i>Employer's</i> Requirement	Damages payable by <i>Contractor</i>
1	Approval of safety file	Within 2 weeks of contract start date.	R500.00 per day without approved safety file.
2	Approval of Quality Management System	Within 2 weeks of contract start date.	R500.00 per day without approved quality file.
3	Defect correction	Within 3 days of notification	R 5000 per day until the defect is repaired.
4	Authorisation of Supervisors	Within 3 months of contract start date.	R750.00 per day without an Authorised Supervisor.
5	Arrival on site for call-out	Within 3 hours of call-out.	R1,000.00 per hour of delay or part thereof.
6	Late Submission of Site Survey	Submission every 15 weeks.	R500.00 per day of delay.
7	Excessive Task Duration	Within the time specified by Splicing Procedure or Time line indicated of <i>Contractor's</i> plan as approved By the <i>Employers</i> Representative.	R500.00 per hour of extended Duration or the value of the Splice Whichever value is lower

7 List of drawings

7.1 Drawings issued by the *Employer*

The following drawing will be issued to the appointed *Contractor*.

Drawing number	Revision	Title
0.66/95088 Sheet 1	Rev5	Coal and Ash handling Systems Conveyor Plant Layout and Schedules Flow Diagram