

	Scope Of Work	Bulk Material Services
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1. Introduction

- ERI is operating and maintaining the Ash and Coal operations at various Eskom Power Stations. ERI is required to manage coal stock yard, feed coal to the station, manage ash dam, operate fixed coal plant, carryout maintenance at ash dam using mobile yellow plant.
- All work activities will be conducted during normal dayshift and shift cycle at 24/7.
- It is expected that all contractors quoting for the supply of yellow plant have the capability and knowledge in yellow plant management.

2. Supporting Clauses

2.1 Scope

The Hire of Mobile Yellow Plant for BMS Arnot Power Station over a period of 10 months on “an as and when required basis.”

2.1.1 Hire of mobile yellow plant:

The operation is on a twenty-four hour per day, seven days per week basis.

The volumes of material to be handled vary from month to month depending on the Power Stations coal burning and ashing demands.

Operation activities required entails:

- Loading, stockpiling, and compacting of coal to the emergency and strategic piles.
- Loading, stockpiling and levelling of ash to different compartments of the ash dams.
- Reclaiming of coal from the emergency, and strategic stockpiles to mobile feeders.
- Hauling of coal from the emergency offloading area to the emergency or strategic stockpiles.
- Building of the ash dam and dump
- Maintain high, “Good Housekeeping” standards in and around the machinery and work area.
- Avoid any spillages from yellow plant due to maintenance or operating that contaminates the environment.
- Comply to sites specific requirements as clearly displayed by the site management including but not limited to SHEQ requirements.
- Mobile yellow plant pricing must be per hour at a dry rate and exclude the Operator.
- The Maximum hours that can be paid per day for the machine will be 22 hours.
- There shall be 4 x Operators per machine (4 shift cycle).

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- The Operator rates and Accommodation rates should be included in the supplier's quotation.
- The Operator rate will be fixed for 22 hours for each day of the month depending on the availability of the machine.
- In the event of a breakdown, all payments will be forfeited for the breakdown hours.
- Any service provider that is involved in unsafe act or environmental contravention will have the total fleet on site stopped until an improvement plan is approved by the ERI BMS site management.

2.1.2 Labour, Plant and Equipment

Labour will be supplied by the contractor to execute work activities.

The nominated service provider will supply, deliver, and operate the yellow plant as agreed upon in the contract.

The nominated yellow plant service provider shall not only provide labour to operate the plant but also provide necessary means to assist with supervision, administration and management to perform the specified yellow plant service as required at all times.

The nominated service provider must ensure that the staff and equipment always meet the safety, health and environmental regulations and requirements. The Contractor provides Equipment, tools and consumables for the effective operation of the required scope.

The nominated yellow plant service providers prove to the site management that the employees used to provide the works are competent in their areas of responsibility and are located on accessible areas in case of strikes or unrest.

Yellow Plant will be supplied and maintained by the contractor.

- All plant break downs must be fixed within a 24 hour period to prevent delays for the rest of the activities.
- All plant must have competent and certified operators.
- Diesel will be supplied by ERI.
- The following plant will be used for the following activities (but not limited to):
 - Smooth Drum Rollers x 3 – Will be required to build stockpile and coal stock yard maintenance.
 - D8 Dozers with Coal Blade x 4 – Will be required to push coal at reclaim points.
 - Front End Loaders (12 m3) x 3 – Will be required to feed reclaim points and load tipper trucks during reclaiming.
 - Motor Grader (14m3) x 2 – Will be required to build and maintain stockpile including trenches. Also, to carry out all other activities that requires the use of the grader.

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2.1.3 General

- The nominated yellow plant service provider provides yellow plant on BMS within forty eight hours of notice given in writing.
- The nominated yellow plant service provider provides yellow plant with the following:
 - Stop blocks for all wheeled yellow plant and oil drip tray per yellow plant,
 - Competent yellow plant operators including verification reports of all documents. Note: All operators are subjected to site internal training assessment to declare them fit for work.
 - Fitted air-conditioning and heater.
 - Canopy fully sealed from dust or water ingress.
 - Fitted with OEM Approved comfortable chair with safety belt.
 - That is within five years or maximum six thousand hours in use. Note any yellow plant above five years or six thousand hours in use must provide reliability test certificate issued by competent approved tester or OEM.
 - Fitted with a strobe light.
- The nominated yellow plant service provider always provides BMS Site Management with yellow plant availability and maintenance schedules on weekly basis to avoid ash and coal handling production loss.
- The *nominated yellow plant service provider* develops yellow plant Operating philosophy to sustain their yellow plant operator's competency in support of the BMS site management ash and coal obligations.
- The *nominated yellow plant service provider* must identify and reconcile yellow plant machine hours daily with BMS Ash and Coal Site Management.
- The *nominated yellow plant service provider* agrees on the managing and effective controlling of the operation by providing the following on monthly basis:
 - Yellow Plant availability
 - Yellow plant maintenance strategy
 - Yellow plant operators' availability and competency.
 - All logbook requirements i.e., daily running times, diesel filling, inspection, and manpower timesheets
- The nominated yellow plant service provider obtains acceptance from the Project Manager for the Site mobilization and establishment plan before the nominated yellow plant service provider moves personnel and yellow plant onto or off the site.

2.1.4 Site establishment and De-establishment.

Delivering and removing of all tools and equipment to and from site.

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Safety file- Safety file must be approved by safety department prior to commencement of the work. The entire work force must complete Eskom Power Station and ERI site specific induction trainings.

Preliminary & General (P & G)- Consumables, meals, living outs, PPE, tools and equipment and any other related cost must be catered for by Contractor.

Transport / traveling- Transportation to, from and on site to be supplied by Contractor (sitting at the back of vehicles is prohibited).

General- A **site visit is essential** for scope clarification, site location, plant layout, equipment requirements and SHEQ file requirements.

2.2 Purpose

The purpose of this document is to provide a detailed scope of work for “**The Hire of Mobile Yellow Plant for BMS Arnot Power Station over a period of 10 months on “an as and when required basis”**” at Eskom Power Stations.

2.3 Applicability

This document shall apply to the site with attached addendum.

This document shall be effective from the authorisation date.

2.4 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs and additional site-specific ones.

2.4.1 Normative

- [1] ISO 9001 Quality Management Systems
- [2] OSHAS 1800 Safety Management Systems
- [3] Occupational Health and Safety Act and Regulations (85 of 1993)
- [4] 36-681_Generation Plant Safety Regulation
- [5] 240-62196227_Eskom Life Saving Rules
- [6] 32-95_Environmental, Occupational Health and safety Incident Management Procedure

2.4.2 Informative

- [7] Criminal Procedures Act 51 of 1977
- [8] National Road Traffic Act 93 of 1996
- [9] Labour Relations Act 66 of 1995
- [10] Basic Conditions of Employment Act 75 of 1997

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2.5 Definitions

Description	Definition
Appointed Contractor	Means a contractor appointed by the principal contractor.
Appointed Person	A person who has been authorised in terms of 36-681_Generation Plant Safety Regulation to: (i) Determine appropriate and effective isolations for the anticipated work to be carried out safely. (ii) Ensure that the isolation and de-isolation on the plant covered by a permit to work is effectively carried out, taking health and safety precautions into account. (iii) Issue prepared permits, once <ul style="list-style-type: none"> o all the associated test certificates are available and o the required risk assessments have been presented, by the responsible person to the appointed person, for review in terms of these regulations.
Baseline Risk Assessment	(32-520) baseline operational risks refer to the health and safety risks associated with all standard processes and routine activities in the business
Cleaning Activity	Safe cleaning of transfer chutes, from the outside, by the disabling of mechanisms to inhibit starting of the plant during the cleaning process, which is done in accordance with formulated safe procedures.
Contractor (includes appointed contractor)	An employer as defined in section 1 of the Act who performs contract work and includes principal contractors
Competent Person	(OHS Act) Any person having knowledge, training, experience, and qualifications, specific to work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995).
Danger/Dangerous	A condition/substance that constitutes a risk of personal injury, impairment of health, or death
Employee	(OHS Act) Any person who is employed by or works for an employer and who receives remuneration or who works under the direction or supervision of an employer or any other person. Subject to the provisions of subsection (2),
Employer	(OHS Act) Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her but excludes TES (ex. labour broker) as defined in section 1(1) of the Labour Relations Act. Subject to the provisions of subsection (2),
Lifesaving Rules	(240-62196227) A rule that, if not adhered to, has the potential to cause serious harm to people.

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Permit To Work	The printed form containing sections entitled application, permits to work, suspension, suspension revocation, clearance and revocation, and is used for the authorisation of all work to be carried out on the plant in terms of these regulations.
Plant	Structure, machinery, low voltage electrical equipment or equipment, which does not fall within the scope of the Operating Regulations for High-voltage Systems, and excludes, mobile, portable lifting equipment, domestic circuits, appliances and tools.
Responsible Person	A person who has been authorised in terms of these regulations to be responsible for ensuring that the work on the plant covered by a permit to work can be carried out and executed, taking health and safety precautions into account and within the terms of 36-681_Generation Plant Safety Regulation
Safe/Safely/Safety	A condition not posing any danger, an activity that can be carried out without danger, or protection against danger.
Shall and Should	The word “shall” is to be understood as mandatory and “should” as recommended.
Skilled Person	A person who has been trained, has adequate knowledge for the task at hand and declared competent in writing.
Supervision/Supervise	To oversee the actions of a person(s) to such an extent as to prevent any dangerous act, as far as reasonably practicable. Such a supervisor must be trained in risk assessment techniques and be able to understand the dangers / hazards associated with the task and who has the authority to ensure that precautionary measures taken are implemented.
Visitor	Any person visiting a workplace with the knowledge of, or under the supervision of, an employer.

2.6 Abbreviations

Abbreviation	Explanation
AP	Appointed Person
ERI	Eskom Rotek Industries
H&S Rep	Health and Safety Representative
OEM	Original Equipment Manufacturer
OHSACT	Occupational Health and Safety Act
PPE	Personal Protective Equipment
PTW	Permit To Work
RA	Risk Assessment
RP	Responsible Person
SOW	Scope of work

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2.7 Roles and Responsibilities

Contractor

- Must ensure that the Contractor procedures have been communicated to all employees and enforce compliance by all employees.
- Must report and replace a faulty tool/resource/equipment as soon as notified by employees.
- Creates a positive learning environment by providing clear, specific, timely and respectful coaching and feedback to employees on shift, to ensure operational excellence and to improve performance.
- Utilizes operational machinery to achieve operational excellence during the shift.
- Give continuous feedback to the Employer in terms of operations, safety and activity progress.
- Work according to Scope of work guidelines.
- Attend to breakdowns of Plant and Equipment timeously.
- Shall ensure that all Contractor employees are inducted to site.
- Shall ensure that the Risk Assessment is conducted, communicated to and signed by him/her.
- Where a PTW has been applied for, s/he shall sign the workers register.
- Shall ensure that all equipment is in good working condition and defective equipment is immediately reported to their direct Supervisor.
- Shall report any near misses, injuries and incidents to their direct Supervisor.

2.8 Process for Monitoring

The Procedures will be monitored via periodic audits.

3. Contractor

3.1 Required PPE (Specification to be supplied under SHEQ)

- Overalls-specific to activity
- Safety boots
- 3-point chin strap hard hat
- Gloves
- Safety goggles
- Ear plugs/muffs
- Dust masks

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4. Management strategy and start up.

4.1 The Contractor’s plan for the service.

4.2 Management meetings

There will be a monthly meeting for the *Contractor* with the *Employer* held at the *Employer’s* premises, where contract issues will be discussed i.e. monthly report from the *Contractor* which will include safety meetings, call-out report, incident report and any other issues relating to the service being delivered. The following meetings are to be attended by the *Contractor’s* Supervisor/representative:

- Safety meeting (once a month / as and when required)
- Contractor’s meetings (to be specified)
- Assessments meetings (end of the month on the 25th)
- Any other meetings relating to the *Contractor’s* outputs or necessary for business continuity.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or registers shall not be used for the purpose or identified in the *conditions of contract* to carry out such actions or instructions.

4.3 Contractor’s management, supervision and key people

The *Contractor’s* staff structure – supervisors and workforce are to be submitted in the form of an organogram. The employer must approve any changes to such staff structure, and after the approval the contractor shall submit an updated staff structure.

The *Contractor* shall provide a competent representative to be available when required.

The Contractor’s representative will be required to keep the time sheets which are required, signed at the end of each month.

NB: The Contractor’s representative will assume the role of a supervisor or lead for this contract.

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4.4 Documentation control

The service provider shall submit all proof of purchase, time sheets and delivery notes to the employer for assessment. Cleaning control sheets to be signed after each cleaning is completed (in respect of the COVID 19 pandemic)

4.5 Invoicing and payment

Invoicing and payment turnaround time is 30 days. Assessments are to be conducted from the 26th of each month.

4.6 Contract change management.

Task Order form to be used when work within the service is instructed to be carried out within a stated period of time. A task Order will be sent to the *Contractor* via an email. In the case of a compensation event, the *Contractor* must give the *Employer* an early warning and a quotation for the total costs and must be submitted electronically by the *Contractor* for that compensation event by email.

4.7 Records of defined cost to be kept by the *Contractor*.

All hours worked by the *Contractor* will be completed, on approval by the *Employer*. Timesheets will be submitted to and kept by the *Employer* on a weekly basis, and these will be used for assessment purposes.

4.8 Training workshops

- Any training required by the *Employer* will be provided e.g. Ethics, HIRA, etc however any other training in addition that the *Contractor* will need, the training costs will be for the *Contractor*. Training may not be conducted during working hours, unless permission is given by the *Employer*.
- The *Contractor* will be trained during the Job Specification Induction training that will be provided by the *Employer* at the beginning of the contract. The *Contractor* may also be trained during Work Stoppages and also any other training as per employer's requirements.
- The following training is necessary for the contractor representative. The cost will be for the *Contractor*.
 - Safety, Health and Environment Representative (SHE Rep.)
 - Applying SHE Principles and Procedure

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- Hazard Identification and Response
- First Aid level 1

5. Health, Safety, Environment and Quality assurance

5.1 Health and safety risk management

The *Contractor* shall at all times comply with the health and safety requirements prescribed by law as this may apply to the *services*.

The *Contractor* shall, when coming on site abide by the Lifesaving Rules and COVID-19 safety requirements at all times. These will be provided by the *Employer* on the start of the contract. The *Contractor* shall also abide by Safety, Health and Environmental Specifications for Contractors Procedure, which will also be provided by the *Employer*.

The *Employer* follows an accident/ incident prevention policy that includes the investigation of all accidents/ incidents involving personnel and property. This is done with the intention of introducing control measures to prevent recurrence of the same incidents. The *Contractor* is expected to fully co-operate to achieve this objective. Refer to 32-95_Environmental, Occupational Health and safety Incident Management Procedure

The *Contractor* implements a safety plan and maintains the safety system until completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work.

The *Contractor* will be subject to periodic audits by the *Employer* in order to ensure compliance with the plan. Any deviations will be corrected to the *Employer's* satisfaction.

The *Project Manager* has the right to stop the *Contractor's* work activities which, in the opinion of the *Project Manager*, is un-safe. The *Contractor* may only continue with work activities when all safety deficiencies have been corrected to the *Service Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

5.2 Environmental constraints and management

The *Contractor* shall comply with ERI management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed of, in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the project manager as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land and the cost associated with that.

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NB: In cases of inclement weather, the employer/ employer representative will assess the risk of continuing with the works. When it is unsafe to continue, the employer/employer representative will stop the works.

5.3 Quality assurance requirements

The *Contractor* implements a quality system and maintains the quality system until the completion of the whole of the *works*. The system, will as a minimum, comply with the provisions of the ISO9001 series. The system will be to the *Employer's* satisfaction and will be accepted prior to the commencement of any work on site. The *Contractor* will be subject to self-assessments by the *Employer* in order to ensure compliance with the system. Any deviations will be corrected to the *Employer's* satisfaction.

The *Project Manager* has the right to stop the *Contractor's* work activities which, in the opinion of *Project Manager*, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the *Project Manager's* satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above.

The *Contractor* ensures that all plant and materials for the *works* are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.

The *Contractor* will work according to the *Employer's* standards, specifications, guidelines and procedures. Where no standards, specifications, guidelines and procedures are available, the *Contractor* will work according to the Generation Quality manual and professional guidelines. Where possible, standards will be reflected in the Task Order.

The *Contractor* shall be required to demonstrate cleaning quality practices by means of weekly spot checks by the representative. Customer evaluation surveys to the offices that are being serviced shall be conducted at a frequency (i.e. quarterly) and method (i.e. questionnaires) appropriate for the type of cleaning to reduce the likelihood of dispute and complaints.

The employer shall evaluate, control and monitor the performance and effectiveness of the Contractor.

6. Procurement

6.1 People

Eskom Holdings Limited's requirements regarding employment of unskilled or semi-skilled workers are as follows:

ERI requires that during recruitment of unskilled or semi-skilled labour, a contractor should make every effort to employ minimum target of 100 % suitable candidates from all disciplines from the local

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community and will only resort to other avenues if the local community cannot provide the required resources.

6.2 Equipment and Materials

6.2.1 Correction of defects

If there is part of work that the *Employer* is not happy with, this will be indicated to the *Contractor* and will have to be rectified by the *Contractor* immediately where reasonably possible or within 5 working days after the defect was reported.

6.2.2 Contractor's procurement of Plant and Materials

Any equipment, appliances or materials used by the Contractor must conform to the applicable OHSACT safety standards and is to be maintained in a safe and proper working condition. The Project Manager has the right to stop the Contractor's use of any equipment/ cleaning material which, in the opinion of the Project Manager, does not conform to the foregoing.

6.2.3 Plant & Materials provided by the Employer.

Water and Electricity

NB: The *Contractor* will be responsible for their meals, own accommodation, and transport to and from the place of work, as well as their own tools to execute the job.

7. Working on the Affected Property

Under no circumstances will the *Contractor* do the work without proper PPE. The contractor representative will make it his/her duty to make sure that this is properly addressed.

7.1 Employer's site entry and security control, permits, and site regulations.

Access to site

The *Contractor's* access to site shall be in line with the Site access procedure. The *Contractor* shall be required to make an application for his employees to enter site for the duration of the contract, including

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defects period. The permits shall only be issued once the *Contractor's* employees have attended the safety induction training and have undergone medical checks. The safety induction will be for the *Employer's* account. The medical checks will be for the *Contractor's* account.

7.2 People restrictions, hours of work, conduct and records.

The *Contractor* will carry out the *Works* on an 24/7-hour basis.

7.3 Records of *Contractor's* Equipment

The *Contractor's* Supervisor should keep record of all the equipment used by the *Contractor*. The *Contractor* is responsible for the safe keeping of all their equipment.

7.4 Control of noise, dust, water and waste

The contractor must supply their own dust masks and cloth masks as part of PPE. Drinking water is available on site as well as waste bins for disposing waste.

8. List of drawings

N/A

9. Acceptance

This document has been seen and accepted by:

Name	Designation
Nhamo Dhlamini	HOD Coal Ops 4
Shuaib Gaibie	Engineer, ERI BMS Engineering

10. Revisions

Date	Rev.	Compiler	Remarks
January 2024	1	Mandla Mthembu	No existing work instruction

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11. Development Team

The following people were involved in the development of this document:

Mandla Mthembu

12. Acknowledgements

None

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