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PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	
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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The scope of work outlines the roles & responsibilities for the 5-year (60 months) Contract to render Fitment and Servicing of Customised Hearing Protective Devices at Majuba Power Station

1.2 Employer's requirements for the service

Rendering the fitment and Servicing of Customised Hearing Protective Devices for a period of 5 years (60 months). The service provider will be responsible for the provision of the following service.

- i. Onsite fitment and training to ensure effective usage of hearing protection devices.
- ii. Onsite servicing of the customised hearing protectors to ensure effectiveness.
- iii. Ensure custom-made hearing protective devices comply EN352-2:2002 requirements for hearing protectors.
- iv. Ensure reliability of the custom-made hearing protectors.
- v. Supplier to liaise with Safety Risk Management-Occupational Hygiene Practitioner.

a) The *Contractor* is responsible for:

Majuba Power Station Scope of work will include:

Product	Details	QTY
Fitment	<ul style="list-style-type: none"> • Fitment of Custom-made hearing protective devices for new employees 	300
Monitoring/Servicing	<ul style="list-style-type: none"> • Service ensuring the effectiveness of the product within Hearing Monitoring Program 	300

- Service shall be rendered by an accredited company/service provider, with Technicians that have been suitably qualified and competent i.e Audiologist.
- Use of internationally accepted methods of measurement.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BSO	Behaviour Safety Observation
EDMS	Eskom Document Management System
OHP	Occupational Hygiene Practitioner
NCR	Non-conformity Report
PM	Planned Maintenance
PPE	Personal Protective Equipment
OHS	Occupational Health and Safety

SABS	South African Bureau of Standards
SHEQ	Safety, Health, Environment and Quality
SSC	Submerged Scrapper Conveyor
SLA	Service Level Agreement
KPI	Key Performance Indicator
HPCSA	Health Profession Council of South Africa
ILS	Intermediate Life Support
BLS	Basic Life Support
PrDP	Profession Driver Permit

2 Management strategy and start up.

2.1 KPIs

KPI	Source of Evidence	Measure
Monthly feedback	List of employee fitment and monitoring	40%
Custom-made hearing protective devices comply EN352-2:2002	Signed letter of declaration with the confirmation to comply with EN352-2:2002 requirements.	40%
Qualified Technicians	Active competency certificates	20%

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting and scope clarification	Within 1 week after start date	Majuba Power Station, specific conference room to be announced	Site manager, site supervisor and/or other necessary representatives
Overall progress, feedback and or other meetings	Monthly or as and when required	Majuba Power Station	Site manager, site supervisor and/or other necessary representatives

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 *Safety Department* by the person convening the meeting within fourteen 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.

2.3 Contractor's management, supervision, and key people

Amongst the employed personnel, the *Contractor* shall ensure that the following personnel are nominated and trained for Safety compliance as a minimum:

- 1 Incident investigator
- 1 Risk assessor

2.4 Documentation control

2.4.1 General Information

The templates available at from Safety Risk Management shall be provided and shall be used by the *Contractor* though the *Contractor* may be required to develop own templates in some instances and all documents shall have document identification numbers. The *Contractor* shall also be provided with relevant standards, procedures, work instructions, plans, work packages and many more documents to ensure compliance and implementation. The *Contractor* shall also be required to compile the safe work procedures, fall protection plan and response plans. All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the email itself. other communication that are operational related shall be through meetings, in writing or on emails.

2.4.2 Controlled disclosure

When downloaded from the Eskom Document Management System (EDMS), this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system. e Eskom Document Management System (EDMS), this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

2.5 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

Within one week of receiving a payment certificate from the *Employer* 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 *Employer* payment certificate.

The *Contractor* shall address the tax invoice to invoiceseskocomlocal@eskom.co.za and include on each invoice the following information:

- Name and address of the *Contractor* and the *Employer*;
- The contract number, release order 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;

Submit the signed off assessment which shall correspond with the invoice.

2.6 Records of Defined Cost to be kept by the *Contractor*.

Safety file shall be kept up to the required Majuba standards.

Incidents are to be reported to the *Employer* immediately or before end of shift and investigated and corrective measures implemented, and records shall be kept. The requirements of the latest revision of the Eskom Incident management procedure 32-95 shall be followed.

Incidents report from all the incidents responded to under this contract.

Any supporting document required for the compensation event.

Operational documents such as but not limited to the response plans, safe work procedures, etc.

Personnel competency files for each employee.

Employee vetting clearance to be submitted to Eskom and kept in the personnel files for each employee.

2.7 Training workshops and technology transfer

None

2.8 Design and supply of Equipment

the *Contractor* shall supply their employees with the followings:

- *Have own equipment to carry out task.*
- *Contractor to ensure that vehicle is inspected, maintained, and serviced.*

2.9 Things provided at the end of the *service period* for the *Employer's* use.

2.9.1 Equipment

None

2.9.2 Information and other things

The *Contractor* shall ensure that all incidents are investigated, and corrective measures are closed before leaving site and submitted to the Majuba Power Station Safety Risk Management.

The *Contractor* shall hand over the consolidated health and safety file to the employer upon completion of the contract.

2.10 Management of work done by Task Order

Refer to item 2.8 of this document.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- a) The *Contractor* complies with all relevant Eskom health and safety policies and procedures, with emphasis on the health and safety requirements contained in the Majuba Safety, Health & Environmental Specification (32-726-03T).
- b) The *Contractor* Complies to the Eskom Life Saving rules as per the Eskom Life Saving Rules Directive, 240- 62196227. There are 5 identified Life Saving rules:
 - i. RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE
 - ii. BEFORE TOUCH (That is, any plant operating above 1 000 V)
 - iii. RULE 2: HOOK UP AT HEIGHTS
 - iv. RULE 3: BUCKLE UP
 - v. RULE 4: BE SOBER
 - vi. RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK
- c) The *Employer* takes a "ZERO TOLERANCE" approach towards safety. The violation of any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating the *Contractor's* obligation to perform work in terms of the contract with the *Employer*.
- d) The *Contractor's* Safety Plan must be prepared and submitted to the *Employer's* Safety Risk Officer for auditing and approval as per the accepted program and before any work can commence. The

Contractor's Safety Officer liaises directly with the *Employer's* Safety Risk Officers regarding the Safety Plan, and it is the *Contractor's* responsibility to arrange the appointments with the Majuba Safety Risk Officers. The Safety Plan (one or more files) is the *Employer's* requirement and remains the *Employer's* property and is always available on site for inspection and handed over to the *Employer* upon completion. The *Contractor's* Safety Plan is kept up to date and audited monthly for the duration of the contract.

- e) Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be always valid and submitted to the *Project Manager* when renewed. These documents are to be submitted to the Eskom vendor database by the *Contractor* before they expire.
- f) Before being allowed on site, all *Contractor* personnel must go through a Safety Induction presented by the Majuba Power Station Safety Risk Management Department.
- g) Throughout the duration of the *works*, the *Contractor* is responsible for providing adequate and correct personal protective equipment (PPE) to the *Contractor's* staff as per 32-128 Technical Specification on Personal Protective Clothing and equipment and Eskom PPE Standard 240-44175132.
- h) The *Contractor* is responsible for the training and use of PPE to their employees.
- i) In addition, the following PPE shall be used as a minimum before the certain plants are entered in accordance with the interval as per the Eskom PPE Standard 240-44175132.
 - i. SABS approved earmuffs.
 - ii. SABS eye protection.
 - iii. SABS dust masks.
 - iv. SABS hard hats with chin straps.
 - v. SABS approved gloves.
- j) The *Contractor* ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.
- k) The *Contractor* hereby indemnifies the Client (*Employer*) and holds the Client (*Employer*) harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Client (*Employer*) and/or suffered or incurred by the Client (*Employer*) (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Client (*Employer*) to procure the compliance by the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

3.1.1 Incident Management

- a) The *Employer* follows an incident management process; refer to 32-95: Occupational Health and Safety Incident Management Procedure, which includes the management of OHS 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 the requirements of 32-95: Occupational Health and Safety Incident Management Procedure
- b) The *Employer* or Supervisor must be informed of any incident immediately or before the end of the shift.

- c) NOTE: The reporting of the incident to the *Employer* 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.
- d) The *Contractor* shall ensure that there are competent and appointed incident investigators who will chair the OHS incidents investigations and ensure that all requirements relating to incidents investigations as stipulated in the 32-95: Occupational Health and Safety Incident Management Procedure are fully complied to.

3.1.2 Near miss reporting

- a) Reporting of OHS near miss incidents affords the business an opportunity to be aware and learn from those events which could have resulted to injury or damage. In most times, near miss incidents are caused by substandard acts and conditions.
- b) The *Contractor* is encouraged to report any near miss to the *Employer*.
- c) Depending on the potential consequence or severity of the near miss should an incident have occurred, the investigation may be conducted.

3.1.3 Vehicle and driver safety

- a) All drivers, passengers and pedestrians must obey the vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
- b) With effect from 31 May 2006, no Eskom employee or *Contractor* is allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Contractor* employees.

3.1.4 Vehicle Standard minimum specifications

- a) *Contractor* vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.

3.1.5 Emergency Preparedness and response

- a) The *Contractor* shall comply with the Majuba Power Station emergency Management procedures, response plans, etc always during emergencies.
- b) The *Contractor* shall ensure prompt response to emergencies and quick resolution of the emergencies.
- c) The *Contractor* shall ensure that they compile an Emergency preparedness plan for their company that shall take into consideration the Emergency Preparedness Plan for Majuba Power Station.
- d) The *Contractor* shall ensure that personnel per shift are trained and appointed for different emergency preparedness roles such as the first aiders, etc.

- e) Due to the nature and scope of the contract the contractor shall form part of EP and response team for Majuba Power station.

3.1.11 Risk Assessment

- a) The *Contractor* shall compile and continuously review the Baseline Risk Assessment and the Working at Heights Risk Assessment to ensure that they are updated and cover all the hazards and associated risks as per the requirements of 32- 520 OHS Risk Assessment procedure.
- b) The *Contractor* shall fully comply to the requirements of 32- 520 OHS Risk Assessment procedure and.
- c) The *Contractor* shall ensure that all personnel are trained and have valid competency certificates for hazard identification and risk assessments.
- d) The *Contractor* shall ensure that the Issue-based risk assessments and pre-task risk assessments are as per the requirements of 32- 520 OHS Risk Assessment procedure.
- e) Majuba Power Station may request any additional type of risk assessment at any time for example the risk assessment for a pandemic, etc.

3.2 Environmental constraints and management

- a) Majuba Power Station is ISO 14001 certified. The *Contractor* is required to ensure that all works are carried out as per the ISO 14001 standard and must comply with all policies and procedures including the following procedures:
 - i. Healthcare Waste Management, 240-115842952.
 - ii. Safety, Health & Environmental Specification for *Contractor*s, 32-726-03T
 - iii. Eskom Smoking Policy, 32-1126.
- a) The *Contractor* will be responsible for complying with any new environmental requirements, relevant to the Works Information that may come into effect as part of Majuba Power Station's EMS during the duration of this contract.
- b) 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 and provincial governments.
- c) 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.
- d) If a *Contractor* provides Eskom with a product or service falling in the scope of Act 36 of 12874 or Hazardous Substances Act no 15 of 1973 the Supplier, *Contractor* or service provider provides Eskom with all the necessary information to comply with the legal requirements of Government Notice R 1179 in Government Gazette No 16596 of 25 August 1995 (Exposure of the Employer's Hazardous Chemical Substances) and Section 10 of the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilisers and agricultural remedies, including herbicides ("weed killer").
- e) Although all environmental legislation must be adhered to, the following list of acts can be used as a guideline:
 - i. Atmospheric Pollution prevention Act no 45 of 1965
 - ii. Environmental Conservation Act No 13 of 1989
 - iii. Hazardous Substances Act No 15 of 1973
 - iv. Regulations contained in GN R 1179, GG No 16596 of August 1995
 - v. The water Act, No 54 of 1956 (WA)
 - vi. Health Act No 63 of 1977
 - vii. Minerals Act No 50 of 1991
 - viii. National Roads Act No 54 of 1971

It is essential to ensure that those documents are read and understood to ensure environmental compliance.

- f) The Contractor is required to ensure that the dust monitoring buckets are protected from the risk of burning and are not burnt during the fire breaks burning activities.

g) To ensure compliance to the Environment requirements as per the Majuba SHE specification. The Contractor shall comply with the environmental criteria and constraints stated in the General Works information.

3.3 Quality assurance requirements

3.3.1 Quality Management System

- a) The *Contractor* performs all work according to ISO 9001. The *Contractor* complies with the Eskom's quality requirements, 240-10565800 (previously QM-58), Supplier Contract Quality Requirement's Specification and all relevant quality requirements.
- b) The *Employer* specifies within the Works Information, the Quality Management code, and the application of the code, on the Enquiry / Contract Quality Requirements form: Form A
- c) The *Contractor* ensures that a coordinated and formally documented management system is in place for the assurance of quality as specified in ISO 9001, Quality Management Systems Requirements.
- d) The *Contractor* ensures that appropriate Quality requirements are placed on his Sub-*Contractors* to comply with the Works Information.
- e) The *Contractor* notifies the Employer of any proposed changes to the Quality Management System, which will affect the Contract Quality Requirements, prior to implementing such changes.
- f) When work is being done, the *Contractor* shall always have a Quality Controller on site per shift who is already part of the firefighting team.

Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

3.4 People

3.4.1 Minimum requirements of people employed.

- a) The *Contractor* shall not replace the employees without written approval from the *Services Manager*.
- b) There shall be a competent incident investigator appointed within the personnel in this contract and not necessary not appointed solely for the purpose of being the incident investigator only.
- c) Important note: The safety file requirements shall request any other appointments to be made for compliance with safety requirements.

3.4.2 Supplier Development, Localisation, and Industrialisation (SDL&I)

The *Contractor* shall comply as per the attached SDL&I requirements.

3.5 Plant and Materials

3.5.1 Specifications

The Contractor shall provide the employees followings:

- a) Own equipment to carry out task.
- b) Contractor to ensure that vehicle is inspected, maintained, and serviced.

3.5.2 Correction of defects

The equipment intentionally or negligibly damaged or lost by the *Contractor* employees shall be repaired or replaced by the *Contractor* with the same specification of the damaged or lost equipment. In a case of repairs, the equipment must be able to be functional to meet the requirements of the Employer for at least 24 months.

3.5.3 *Contractor's* procurement of Plant and Materials

The equipment intentionally or negligibly damaged or lost by the *Contractor* employees shall be repaired or replaced by the *Contractors* with the same specification of the damaged or lost equipment. In a case of repairs, the equipment must be able to be functional to meet the requirements of the Employer for at least 24 months. Warranty shall be required.

3.5.4 Tests and inspections before delivery

When replacing or damaged or after repairing a damaged equipment, the functional tests shall be conducted in the presence of the Employer.

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

4 Restricted access

At Majuba Power Station, there are areas that are listed as RESTRICTED ACCESS OR ENTRY whereby only authorised entry is permitted. Access to such areas to be required and arranged where applicable.

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

The *Contractor* employee vetting is compulsory and the clearance certificate which allows the employee to work at Majuba Power Station is required. The site medical and SHEQ requirements shall be always complied to. The *Contractor* and *Contractor* employees shall ensure that they are in position of the valid Majuba Power Station SHEQ induction which shall be renewed annually and be always in position of valid medical fitness certificates.

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

- a) Restrictions and hours of work may apply on some sites. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the *Employer* shall have access to them at any time. These records may be needed when assessing compensation events.
- b) The *Employer* may request the *Contractor* employee to work overtime at any time, the *Contractor* will be required to submit records of any overtime work hours to the *Employer* at the end of the month for compensation purposes.

4.3 Health and safety facilities on the Affected Property

The Contractor shall ensure that the employees always maintain good housekeeping.

4.4 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The contractor shall ensure cooperation with Fire Risk Management.
- 2) Department of Employment and Labour, internal and external audits for liaison with and acceptance from statutory authorities or inspection agencies.

4.5 Records of *Contractor*’s Equipment

The Eskom documents shall be managed as per the document management processes. The equipment shall be logged through the documents provided by Majuba Fire Risk Management.

4.6 Equipment provided by the *Employer*.

The desktop and office space shall be issued to the *Contractor* employees during the duration of the contract and shall be returned in good order by each employee as received. The *Contractor* employees shall as per the directive from the Eskom Highest person from Fire Risk Management and the PMs inspect and test the equipment as per the interval specified.

4.7 Site services and facilities

4.7.1 Provided by the *Employer*

This is a mandatory cross reference from clause 25.2 in TSC3. The *Employer* will provide in the way of power, water, waste disposal, telecoms, ablutions sewage connection line, fire protection and lighting (etc) on the Affected Property. *Contractor* shall provide everything else necessary for Providing the Service.

4.7.2 Site Establishment

The contractor must provide office equipment for the contractor employees in the office space provided by the employer.

4.8 Control of noise, dust, water, and waste

the *Contractor* shall ensure that employees have the dust masks, hearing protection devices, hard hats and station wear clothing as a minimum for normal operations and inspections duties. The waste shall be sorted and put in the designated and labelled bins onsite. There shall be a control of water usage.

4.9 Hook ups to existing works

During rope rescue emergencies there might be a shortage of hook-up points in some areas whereby the incident commander (Contractor supervisor) shall conduct a risk assessment and put in alternative methods or corrective measures that will ensure that the activity is carried out in a safe manner.

4.10 Tests and inspections

4.10.1 Description of tests and inspections

All equipment shall be tested and inspected as per OEM by the competent and approved parties.
Materials facilities and samples for tests and inspection

5 List of procedures

5.1 Procedures 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
240-62946386	6	Vehicle and Driver Safety Management Procedure
240-44175132		Eskom PPE Standard