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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The provision of Fugitive dust monitoring, sampling point determination and installation, sampling, analysis and reporting services at Grootvlei power station for a period of five years

1.2 Employer's requirements for the service

- a) The services required entail, the determination of the twenty (20) additional sampling points, installation of eight additional stands of stainless steel with 45 cm debt of concrete foundation , sampling of 56 buckets , analysis of 56 samples on monthly basis, for pm10 and pm2,5 in mg/m2/day particulate matter concentrations, for soluble and insoluble particles. Analysis of the first 42 elements and report compiling for the internal samples trended against the nonresidential fugitive dust limit of 1000mg/m2/day and external samples trended against the residential limit of 600mg/m2/day for 60 reports. All sampling points to have a lockable stainless still cage.
- b) Content of the Reports
 - i. Introduction with the background and accreditation status of the service provider. Indicating the location of Grootvlei Power station
 - ii. Executive summary with the site layout showing all sampling points on a google earth map.
 - iii. Results and analysis table showing all sampling points and their GPS location.
 - iv. Trends of the results against all previous analysis results indicating exceedances
 - v. Table of all 42 elements, elementary concentration analysis results
 - vi. Conclusion stating exceedance points and possible reasons for exceedance. A confirmation if all sampling points were sampled and reasons where there are sampling points that could not be sampled.
 - vii. Results also to be loaded on power point slides for awareness and stakeholder updates

1.3 General Requirements

- 1.3.1 All work will be performed in a professional and workmanlike manner by experienced and well trained, informed personnel, utilizing clean, well-maintained equipment.
- 1.3.2 The practices and procedures employed will be according to accepted industry standards, applications will be made with technical expertise; all vehicles and equipment will be operated both skilfully and safely within the effected working areas.
- 1.3.3 Work performance will comply with the National Environmental Management: Air Quality Act, Act 39 of 2004 and the National Air Quality Regulations promulgated under the Act.
- 1.3.4 All samples shall be handled in accordance with robust chain of custody and wind shield buckets shall be used
- 1.3.5 All monthly reports shall be submitted by the 10th of the following month, with the following content
Introduction and background, Site overview Google map indicating GPS coordinate for all sampling

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points, Table of sampling results, Trends for each sampling point, Table for exceedance, Conclusion and recommendations with SANAS accreditation certificate attached.

1.3.6 Monthly laboratory analysis of dust fallout, shall be conducted according to SANS 1929:2011 edition 2 & ASTM D1739, 46 samples per month

1.3.7. Monthly reports on the results of the dust fallout monitoring, showing location of the dust buckets and continuous correlation graphs. trends comparison with standards

1.3.8 Elemental Analysis assessment on 46 fugitive dust fallout buckets 2 X Reports required

- ☐ Single bucket monitoring units are best used for licence compliance bases
- ☐ Reporting and annual or consolidation reports

2 Contractor Qualification and Experience

2.1 Environmental Management National Diploma, or Honours degree or related Natural science Degree

2.2 Air Quality Related Training

- Experience:
Minimum of five (5) years' experience in rendering Fugitive dust sampling and monitoring.
SACNASP registration and a proof relationship with a SANAS accredited laboratory

3 Staffing, equipment and storage

3.1 All staff would be required to undergo the required Safety, Health and Environmental site specific Induction program including medical examinations before the commencement of any work. Only on presentation of proof for the above will a site entrance permit be issued. Any costs associated with these requirements will be for the contractor's account and as such need to consider these costs with tender response.

3.2 All servicing of vehicles/equipment must be done offsite at the *Contractor's* premises.

3.3 Access control to areas for work as per Annexure A are to be pre arrange with the relevant contract supervisor. Certain controlled and or secured areas will be subject to special conditions of access control. Such conditions will be agreed with the issue of a specific task order prior to commencement of any work.

3.4 The *Employer* requires a site supervisor to accompany the working teams and or individuals at all times. The *Contractor's* site supervisor will be the direct interface with the *Employer's* contract supervisor on site and to that extent must have the ability to read, write, understand English and possess reasonable communication skills.

4 Exclusions

4.1 The *Employer* will not provide any electrical feed for the purpose of operating machinery and equipment.

4.2 The *Employer* will make a domestic waste skip available to the *Contractor* for disposal of litter.

4.3 The *Employer* will not entertain any overnight storage of chemical substances and must be removed from site daily.

4.4 The *Employer* is not responsible for providing any tools, spares, cleaning material, lubricants or fuels to the *Contractor* in maintaining vehicles and equipment and the use thereof.

4.5 The *Employer* is not responsible for providing any washing bay facilities for the purpose of cleaning vehicles, tools and equipment.

4.6 The *Employer* does not accept responsibility for any damage to the *Contractor's* machinery, equipment or vehicles as a result of the execution of this contract.

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- 4.7** The *Employer* does not accept any liability for damage or failure to the *Contractor's* vehicles, equipment and machinery as a result of the execution of the scope of work of this contract by the *Contractor*.

5 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ASTM	American Society of Testing and Materials standard method for collection and analysis of dust fall (ASTM D1739),
EMP	Environmental Management Programme
NEMAQA	National Environmental Management: Air Quality Act 39 of 2004
NEMA	National Environmental Management Act 107 of 1998
MSDS	A 16 points Material Safety Data Sheets

6 Management strategy and start up.

6.1 The Contractor's plan for the service

- All work stipulated in the task order schedules issued by the employer.
- Complying with the Employer's administration programme.
- Compliance with all legal safety aspects shall be ensured
- Programmed maintenance will be carried out during the contractor's working hours
- The contractor provides a program and a resource schedule for the works and for each task order, bar chart or other reporting formats as may be required by the Employer are provided for all task orders indicating start date, inspections and completion date, resources and costs..
- In case of any major breakdowns, a repair plan of action must be submitted to the Employer within 24 hours. Repair work to commence on the exact time agreed between the Employer and Contractor on his plan of action.
- A computer aided planned maintenance activity program will be generated for each specific type of equipment.
- Planning and Scheduling meetings will be held when necessary and the Employer will inform the Contractor of the format and time of those meetings.

6.2 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified____	Grootvlei Power Station	Contractor, Service Manager, Co-ordinator and Contracts supervisor
Overall contract progress and feedback	Monthly basis (time to be confirmed)	Grootvlei Power Station	Contractor, Service Manager, Co-ordinator and Contracts supervisor

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Technical meeting	Quarterly(time to be Announced)	Grootvlei Power Station	Contractor and his employees
Plant Safety walk downs	Tuesdays (Time to be announced)	Grootvlei Power Station	Supervisors and Employer

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

6.3 Contractor's management, supervision and key people

The *Contractor* submits to the *Service Manager* an organogram showing his people and their lines of authority / communication. All of the *Contractors* supervision and key people must be trained as per technical account this includes but not limited to:

- Project Leader
- Supervisor
- Technicians

6.4 Documentation control

Feedback required must include the following information for works or task completed or to be carried out:

- Summary of work done
- Estimated time duration with regard to the future work required
- Budget cost price with regard to the future work required
- Bill of materials with regard to future work required
- Criticality of the work

Data books completion and submissions as per Eskom standard and requirements please refer to QM 58 section 3.5.10.1 for contractors responsibilities with regards to Data Books

6.5 Invoicing and payment

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

INVOICES:

All invoices to be emailed to:
invoiceseskomlocal@eskom.co.za

The invoice shall be addressed to Eskom Holdings SOC Limited as follows:
Eskom Holdings SOC Limited
Accounts Payable Department
Grootvlei Power Station
Private Bag X
2420 Grootvlei

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VAT NUMBER: 4740101508

Name and address of the Contractor and the Service Manager;
The contract number and title;
The task order number
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;
Copy of task assessment signed by both the Contractor and the Service Manager

6.6 Contract change management

Refer to the NEC Term Services Contract Core Clause 6, in the event any changes to the contract must be managed. Change management process shall be adhered to at all times when a change arises.

6.7 Records of Defined Cost to be kept by the Contractor

N/A

6.8 Insurance provided by the Employer

Refer to NEC3 Terms Services Contract, Eskom Insurance policies.

6.9 Training workshops and technology transfer

N/A

6.10 Design and supply of Equipment

N/A

6.11 Things provided at the end of the service period for the Employer's use

6.11.1 Equipment

None

6.11.2 Information and other things

- a. i Service reports at the end of Task order
- b. iv Safety file at the end of service
- c. v Access cards and all other badges at the end of Task order
- d. All other reports that may be requested by the Employer

6.12 Management of work done by Task Order

Task order starting with a 45# series no will be issued to the Contractor before the commencement of the works. Refer to the NEC Document: Data by Employer Secondary Clause x19

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7 Health and safety, the environment and quality assurance

7.1 Health and safety risk management

The Contractor shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.

The Contractor shall, when coming on site (Grootvlei Power Station), abide by the Lifesaving Rules. These will be provided by the Employer on the start of the contract.

The Contractor shall also abide by the Grootvlei High risk Safety, Health and Environmental Specifications 240-73418055, which will also be provided by the Employer.

The Contractor shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.

The Employer follows an Incident management procedure (32-95) that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Contractor will report any incident and accidents to Grootvlei Power Station within 24 hours or before end of shift. This report does not relieve the Consultant of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

The Contractor implements a safety plan and maintains the safety system until the 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 to ensure compliance with the plan. Any deviations will be corrected to the Employer's satisfaction.

The Service Manager has the right to stop the Contractor's work activities which, in the opinion of Service 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.

The Contractor shall comply with the health and safety requirements contained in the contract tender package (j) The Contractor allocates staff to be trained and authorised as Responsible Persons according to Employer's Plant Safety Regulations and/or High Voltage Regulations. These Responsible Persons must be available on Site as and when required to take out permits to work.

The *Contractor* shall comply with the health and safety requirements contained provided in this contract packages

The Contractor shall adhere to all OHS Legal requirements, OHS corporate policies, standards and procedures to which Eskom subscribes and as indicated on the issued SHE specification.

The Contractor shall, when coming on site (Grootvlei Power Station), abide by the Cardinal Rules. These will be provided by the Employer on the start of the contract.

The Contractor shall abide by the Grootvlei Safety, Health and Environmental Specifications for Contractors Procedure, 240-30008949, which will be provided by the Employer.

The Contractor shall, when coming on site (Grootvlei Power Station), make use of approved personal protective clothing such as overalls, safety shoes, safety hat, safety goggles, dust mask and gloves when necessary.

The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to

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prevent a recurrence of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Contractor will report any incident and accidents to Grootvlei Power Station within 24 hours. This report does not relieve the Consultant of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

The Contractor implements a safety plan and maintains the safety system until the 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 Service Manager has the right to stop the Contractor's work activities which, in the opinion of Service 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.

7.2 Environmental constraints and management

For any environmental impact or influence from the contract. The supplier is required to comply with the national environmental management Act (act 107 of 1998) and its regulations: EH&S Incident Management Procedure 32-96, Environmental policies, procedures, specification and guidelines. The supplier is also expected to conform the ISO14001:2015 system of Grootvlei Power Station (disposables The Contractor shall comply with the environmental criteria and constraints stated in Annexure

The *Contractor* shall comply with the environmental criteria and constraints provide in this contract package

7.3 Quality assurance requirements

The supplier shall comply with ISO 9001 quality requirements as well as supplier quality management specification (QM 58) 240-105658000. Activities will be monitored and verified via QCP, and should be in compliance with the Eskom QCP requirements. Contractor should avail itself for periodic audits as deemed necessary at any given time. All work performed should be of high quality standards according to the technical scope given, re-work should be avoided and could be penalised as per contract agreement

8 Procurement

8.1 People

8.1.1 Minimum requirements of people employed

Local residents from Dipaleseng Local Municipality to be prioritised if they meet the requirements

8.1.2 BBBEE and preferencing scheme

The BBBEE requirement are specified in the Supplier Development Localisation and Industrialisation target setting document

8.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

N/A

8.2 Subcontracting

8.2.1 If applicable subcontract documentation, and assessment of subcontract tenders

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Subcontracted contractor shall comply with all Eskom and legal requirements and standards but shall remain the responsibility of the main contractor.

8.2.2 Limitations on subcontracting

Where the *Contractor* encounters scenarios where specialised work is required, subcontracting of such services is to be obtained in agreement with the *Employer*. Refer to the Supplier Development and Localisation Target Setting document.

8.2.3 Attendance on subcontractors

Subcontractors shall remain the responsibility of the main Contractor. They shall adhere to the Employers code of ethics and comply with all the Employers requirements.

8.3 Plant and Materials

8.3.1 Specifications

Number	Title	Issued by
Act 85 of 1993	Occupational Health and Safety Act and Regulations	<i>Contractor</i>
	Basic Condition of Employment Act, 1997	<i>Contractor</i>
240-28981069	Environmental Policy	<i>Employer</i>
240-29828394	Waste management	<i>Employer</i>
240-30008949	Safety, Health and Environmental Specifications for Contractors	<i>Employer</i>
240-30008949	Mechanical, Electrical & Personal Protection	<i>Employer</i>
240-29129309	Injury/Accident Reports & Investigation	<i>Employer</i>
32-93	Eskom's Standard for Vehicle safety specification	<i>Employer</i>
32-421	Eskom Vehicle and driver safety management	<i>Employer</i>
240-29091616	Life saving Rules	<i>Employer</i>
240-39405720	Non – smoking policy	<i>Employer</i>
CIDB 6ME	Contractor Registration Certificate	<i>Contractor</i>
004/4830	Grootvlei Power Station Health and Safety Specification Rev 01	<i>Employer</i>
240-105658000	Supplier Contract Quality Requirement Specification	<i>Employer</i>
39-60	Contract Quality Policy Requirements	<i>Employer</i>
PGZ – 45-24	HAZOP Guidelines	<i>Employer</i>
GVLIR005	Control of Quality Plans	<i>Employer</i>
ISO 14001	Environmental Management System	<i>Contractor</i>
ISO 45001	Occupational Health and Safety Management System	<i>Contractor</i>
ISO 9001	Quality Management System	

8.3.2 Correction of defects

The contractor will be notified about the defects, and they shall be attended in one week

8.3.3 *Contractor's* procurement of Plant and Materials

The contractor shall provide equipment's and tools to ensure the execution of the scope

8.3.4 Tests and inspections before delivery

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Inspection sheet for all equipment's and tools shall be made available to employer updated and valid

8.3.5 Plant & Materials provided "free issue" by the *Employer*

Crane and scaffolding will be supplied by the employer on request

9 Working on the Affected Property

9.1 Employer's site entry and security control, permits, and site regulations

- The Contractor complies with all site regulations issued by the Employer.
 - All work valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for monthly costs and for each Task Order.
 - The Contractor may use any Equipment he sees fit for the purpose as long as the use thereof does not damage or interfere with any Plant, buildings or roads. All equipment used shall be in good order and comply with all the relevant safety rules and regulations.
 - The Contractor and his employees are required to conduct themselves at all times in a proper and orderly manner while on the Employer's premises. The Contractor and his employees will, in particular, be required to refrain from smoking and cooking on the Employer's premises. It must be noted that the Employer will take immediate steps to institute criminal investigation in the event of any suspected criminal acts e.g., theft etc.
 - The Contractor is required to clean and remove any debris, shrubs and rubble arising from any work done under any agreement originating from this Contract to ensure that the Employer's premises are
- People restrictions, hours of work, conduct and records**
- People are restricted to the Affected area only
 - Normal working hours will be determined by the parties
 - A standby rooster will be determined by parties
 -

Conducts

- The Contractor and his employees are required to maintain professional and ethical conduct at all times, that upholds Eskom values to the highest standard.
- Should the Contractor's employees be found to contravene the Eskom Values, Life Saving Rules and / or any of the afore- mentioned regulations, the Contractor must institute disciplinary action, which may include removal from site., until the disciplinary process is concluded.

Records

- The Contractor is expected to keep appropriate and sufficient records (including but not limited to) of his employees.
- Attendance Register
- Employee performance
- Contractor's performance
- SHE statistics
- Proof of Chain of custody
- Any other required records as communicated by the Employer.

9.2 Health and safety facilities on the Affected Property

- The Contractor must familiarise his employees, with the location of Medical and emergency Services Facilities on the Affected Property.
- All other requirements and/ or facilities will be communicated by the Employer to the Contractor

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9.3 Environmental controls, fauna & flora

The Contractor shall comply with the environmental criteria and constraints stated in the Grootvlei power station Document SHE specification, Grootvlei power station Environmental Management Requirements for Suppliers and Contractor's, as well as all applicable policies relating to the conservation of the Grootvlei fauna and flora.

9.4 Cooperating with and obtaining acceptance of Others

- Contractor shall share the Programme with the Employer so that it can be integrated to the Outage baseline programme.
- Contractor shall co-operate with other contractors and provide access when required.
- Should the Contractor request any interface with Others it will be co-ordinated by the Employer, should the need arise

9.5 Records of Contractor's Equipment

- The Contractor shall keep a proper detailed list of all Equipment brought to site.
- A copy of the list will be submitted to Eskom.
- Revised and updated list must be provided

9.6 Site services and facilities

9.6.1 Provided by the *Employer*

- site Induction

9.6.2 Provided by the *Contractor*

- Vehicles
- Medical Clearance certificates
- Home-work-home transport
- SHE file prior to site establishment

9.7 Control of noise, dust, water and waste

- The Contractor will be required to use appropriate PPE at all times to mitigate and minimise exposure to noise and dust.
- The Contractor must treat the water as a scarce resource and recycle where possible.
- The Employer advocates the appropriate disposal of waste to enhance recycling and ensure compliance.

9.8 Hook ups to existing works

Hooking up on heights is a non- negotiable lifesaving rule of Eskom. Grootvlei Power station applies Zero Tolerance to non- compliance of this rule or any other lifesaving rule. The same disciplinary process and procedure will be followed when any of the lifesaving rules has been breached.

The Contractor shall get permission to hook up to existing works from the Employer before hooking up

9.9 Tests and inspections

9.9.1 Description of tests and inspections

N/A

THE PROVISION OF FUGITIVE DUST SAMPLING, ANALYSIS AND REPORTING FOR GROOTVLEI POWER STATION FOR A PERIOD OF FIVE YEARS

9.9.2 Materials facilities and samples for tests and inspections

N/A

10 List of drawings

10.1 Drawings issued by the *Employer*

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

N/A