

	Scope Of Work	Bulk Material Services
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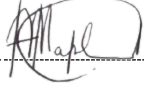
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1. Introduction

This document consists of two parts:

SOW for Ash handling collection and SOW for Ash disposal at the Ash dump. Both these scopes will be used as a guideline for plant activities within the Bulk Material Services at Kendal Power station. The activities performed some are high risk and some not. A safe method of work is required to address the hazards, roles and responsibilities and the process flow in order to reduce the risk of injury to workers whilst ensuring that plant operation to the Power Station is not interrupted. The SOW will also give guidance for work to be performed timeously, at the highest quality standards, within the set budget and safety as a priority.

2. Supporting Clauses

2.1 Scope (Ash Handling)

The scope of work is the provision of Ash handling services for the duration of ⁴⁸~~36~~ months, on **as and when required basis** at Kendal Power station.

2.1.1 Sites generic scope

Interlinks/site tippers utilisation (Site Specific)

- The contractor shall be required to move the specific volumes of Ash from Emergency Ash dump area to Ash dump situated just outside the Power station using the 34 ton interlinks/site tippers
- The use of the interlinks will be directed by BMS site management and the contractor will be required to abide by the power station rules and guidelines.
- The drivers shall be required to follow all instructions for the works so that activities are carried out safely.
- The contractor shall be required to follow the speed limit on the on the haul road as stipulated in the traffic management plan.
- The contractor shall be required to maintain their fleet and keep them in a working condition for the duration of the service being rendered on an as and when required basis.
- The rate should be dry rate (Diesel will be provided on site)
- The contractor is to provide his own labour resources (Truck Operator)
- The trucks are required for 7 days operating for 22 hours a day and a minimum of 9 hours per truck will be paid on days were there is no operations caused by the employer, zero hours will be paid for both the trucks and operators in cases where the disruption to operations was caused by the contractor. i.e., contractor employee protests, operator not available, truck is on breakdown etc.
- The 34T-Trucks with operators are expected to load a minimum of 10 loads per truck in 11hrs shift x 2 = 20 loads per truck daily.

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2.1.2 FUNCTIONAL SPECIFICATION

- The interlinks shall be utilised to haul the Ash from one area to another area as specified by the responsible site manager.

2.1.3 PERFORMANCE SPECIFICATION

- The employees must be in a mental and physical healthy condition to be able to work on shift basis. The shift cycle will be site specific.
- Employees must be medically fit.
- Truck operator cab must be enclosed and be dust proof.
- Truck cab must have aircon and heater.
- The truck cab must have the strobe light.
- The truck cab must have seat belts.
- The truck cab must have a fire extinguisher.
- The truck cab must have front and rear spotlights.
- The hour meter, connected to the truck alternator must run for hour meter to run, to track operational time.
- The proof of ownership for the Trucks
- The licence discs for the trucks must be up to date.

2.1.4 Purpose

To ensure that operational activities are carried out in a safe and systematic manner, in order to ensure compliance to Kendal Power Station processes and regulations with regards to Ash handling.

2.1.5 Applicability

This document shall be effective from the authorisation date at Kendal Power Station.

2.2 Normative/Informative References

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

2.2.1 Normative

- [1] ISO 9001 Quality Management Systems
- [2] OSHAS 1800 Safety Management Systems
- [3] Occupational Health and Safety Act and Regulations (85 of 1993)

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[4] 240-62196227_Eskom Life Saving Rules

[5] 32-95_Environmental, Occupational Health and safety Incident Management Procedure

2.2.2 Informative

[6] Criminal Procedures Act 51 of 1977

[7] National Road Traffic Act 93 of 1996

[8] Labour Relations Act 66 of 1995

[9] Basic Conditions of Employment Act 75 of 1997

2.3 Definitions

Description	Definition
Appointed Contractor	Means a contractor appointed by the principal contractor.
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
Contractor (includes appointed contractor)	means an employer as defined in section 1 of the Act who performs contract work and includes principal contractors
Competent Person	(OHS Act) means 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	Means a condition/substance that constitutes a risk of personal injury, impairment of health, or death
Employee	(OHS Act) means, subject to the provisions of subsection (2), 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.
Employer	(OHS Act) means, subject to the provisions of subsection (2), 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.
Operator	Employee designated to operate the truck.
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people.
Permit To Work	Means the printed form containing sections entitled application, permits to work, suspension, suspension revocation, clearance and revocation, and used for the authorisation of all work to be carried out on the plant in terms of these regulations.

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Plant	Means 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	Means 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	Means 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	Means a person who has been trained, has adequate knowledge for the task at hand and declared competent in writing.
Supervision/Supervise	Means 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.

2.4 Abbreviations

Abbreviation	Explanation
RA	Risk Assessment
AP	Appointed Person
CSY	Coal Stock Yard
LAR	Limited Access Register
ERI	Eskom Rotek Industries
OHSACT	Occupational Health And Safety Act
OEM	Original Equipment Manufacturer
PPE	Personal Protective Equipment
H&S Rep	Health and Safety Representative
RA	Risk Assessment

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2.5 Roles and Responsibilities

Operators/Link Drivers

- Is responsible for his own safety, in that he/she must ensure that he/she has all the necessary safety equipment to perform his/her duties and to report any worn out or damaged safety equipment immediately.
- To complete the pre-start inspection on interlinks/side tippers and to report all unsafe or defective parts to the Supervisor.
- Is responsible to make sure interlinks/side tippers mobile plant is filled with diesel before the shift and fuel log sheets are made available to the employee for tracking purposes.
- Is responsible to ensure that before any work is done a risk assessment has been filled and discussed with relevant parties, the operator is the responsible person when coming to the operating of his/her machine and must refuse to do any work without a proper risk assessment.
- Ensure that he/she fully understands the task at hand and if not to seek guidance from the Supervisor on site before commencement of work.
- Ensure that a safe working distance of 10m is kept between his/her machine and other equipment in the area.
- Ensure to keep his/her interlink/side tipper clean.
- Take note that the service on the contract is as and when required.

2.6 Work Execution

Spillages

- Spilled hydrocarbon shall be cleaned and all contaminated soil shall be taken into the contaminated soil skip at ERI yard.
- Trucks shall not be overloaded to reduce the chances of spilling.
- Trucks shall be inspected of leaks and be fixed of any defects to avoid spillages along the haul road.

Parking of trucks

- Sufficient and appropriate parking areas for plant and machinery will be allocated.
- Plant must be parked at least 3 meters apart to keep safe distance from each other.
- Drip trays and stop blocks will be placed.
- Ensure all plant are parked in reverse
- Ensure parking brake is in place and all lights are switched off.
- All plant to be locked and all keys to be removed from plant.

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Equipment

Site mobilization and establishment plan is accepted by the Project Manager before personnel and equipment moves onto or off site.

- The Equipment supplied and used on the site to comply with the Occupational Health and Safety Act, Act 85 of 1993 (as amended).
- Consumables, spare parts and lubricants required for the maintenance of his Equipment to be provided for.
- Drip trays and strobe lights for all their equipment's to be supplied
- Ensure 90% availability of equipment per week
- Chemical spillages must be cleared within an hour alternatively, Eskom Rotek Industries shall source at whatever costs other service providers to clean the spillage and costs shall be for the contractor.

Required PPE (Specification to be supplied under SHEQ)

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

Required Tools/Resources

Yellow Plant Requirement

Description	Bin Configuration	Load capacity	Number of machines	Minimum in use	Hours
Interlink/side tipper truck 34 Ton side Tippers (Twin bin truck)	Twin bin truck	34 Ton	15	7	24-hour shift

- All operators to be competent with the equipment that they will be operating, this is a minimum requirement for the contract in terms of skill requirement.

2.7 Process for Monitoring

This Procedure will be monitored via periodic audits.

3. Management strategy and start up

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3.1 The *Contractor's* plan for the service

Ash Handling schedule to be supplied by the *Contractor* after an agreement has been reached with Eskom. The boundaries of operation will be from the Emergency ash dump inside the station and end at the ash dump outside of the Power Station at Kendal

3.2 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, incident report and any other issues relating to the service being delivered. The following meetings are to be attended by the *Contractor's* Supervisor:

- 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 identified in the *conditions of contract* to carry out such actions or instructions.

3.3 *Contractor's* management, supervision and key people

The *Contractor's* staff structure – it will only be the provision of the Link truck operators. The safety officer will be required to prepare the safety file and the as and when there is an incident on site for investigation.

3.4 Documentation control

All documentation related to ash handling will be shared with the client and stored at documentation centre for record keeping.

3.5 Invoicing and payment

Invoicing and payment turnaround time is 30 days. Assessments are to be conducted from the 25th of each month.

3.6 Contract change management.

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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.

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

All hours worked by the *Contractor* will be done so 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 Health, Safety, Environment and Quality assurance

4.1 Health and safety risk management

The *Contractor* shall at all times comply with the health and safety requirements prescribed by law as they 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. The contractor to provide masks and sanitizers to their drivers on as and when required as per the covid-19 regulation. 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.

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4.2 Environmental constraints and management

The *Contractor* shall comply with ERI management system. This includes dip trays under the trucks and any other tools to prevent environmental spillages. 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.

NB: In cases of inclement weather, the Project Manager will assess the risk of continuing with the works. When it is unsafe to continue, the Project Manager will stop the works and payment will be per the work covered in this instance.

4.3 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 *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.

5. Procurement

5.1 Plant and Materials

5.1.1 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.

5.1.2 Plant & Materials provided by the *Employer*

- Water and Electricity
- Lighting and Ventilation

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- Ablution facilities

NB: The *Contractor* will be responsible for their meals, own accommodation and transport to and from the place of work, as well as their mechanics to assist with breakdowns.

6. Working on the Affected Property

Under no circumstances will the *Contractor* do the work without proper PPE. The Supervisor on the *employers* side will make it his duty to make sure that this is properly addressed.

7. 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 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.

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

The *Works* will be carried out on an 24/7 days a week on shift basis on an as and when required basis.

9. Working Hours

All activities must be aligned to the Site ERI working hours. Shift workers will be on a shift cycle specific to site on an as and when required basis.

Office hours

Monday to Sunday	:	07H00 to 18H00
Lunch break	:	As and when required.

NB: Working hours shall remain flexible to alteration, if required

10. 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.

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11. Acceptance

This document has been seen and accepted by:

Name	Designation
Lethabo Mahlke	HOD
Horace Maphumulo	Project Manager
Malwandla Shibambu	Site Manager

12. Revisions

Date	Rev.	Compiler	Remarks
August 2021		H. Maphumulo	No existing work instruction
November 2024		S. Makunyane	Review for contract extension

13. Acknowledgements

None

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