

	Scope Of Work	Bulk Material Services
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WORKS INFORMATION

The *works* consist of providing labor resource services for Coal stockyard operations at Tutuka power station for the period of 36 months.

WORKS INFORMATION

EMPLOYER's *OBJECTIVE*:

The Employer's objectives are to:

- Obtain a Contractor to supply Labor services to ERI Tutuka Power Station.
- Control the risk associated with Coal and Ash Operations.

Section 1	Description of the <i>works</i>
Section 2	Work to be performed by the <i>Contractor</i> for the <i>works</i>
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Section 1: Description of the works

The scope of work is the provision of labor requirements as per bill of quantities for the duration of 48 months, on an “as and when required basis”, at various ERI BMS sites.

Refer to the site-specific addendum (Role profiles)

Eskom Rotek Industries Bulk Material Service is responsible for the management of the Coal and Ash Materials Handling Operations at Tutuka Power Station. The operation is on a twenty-four hour per day, seven days per week basis. The coal and ash volumes vary from month to month depending on Tutuka Power Station’s coal burn demands.

Operation activities and service required entails:

- Loading, Stockpiling, and compacting of coal to the Northern, Eastern and Southern strategic stockpiles, Live piles, and mobile feeders.
- Reclaiming of coal from the stockpiles to Mobile feeders
- Hauling of coal from the offloading areas to the Live piles, Strategic stockpiles, and Mobile feeders
- Dust suppression and maintaining of coal stockyard and ash disposal roads
- Management of Import trucks and any other traffic in the area on the coal stockyard and ash disposal site
- Manage ash handling at the emergency ash offloading station (TTO2)
- Tallyman services for running machine hours and management of coal and ash loads.
- Clerical and all administrative work at the Coal stockyard and ash disposal site
- Maintain high, “Good Housekeeping” standards in and around the machinery and work areas
- 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.

1.1 BOUNDARY DEFINITIONS

Coal Conveying Plant

Boundary Start: Coal Stockyard

Boundary End: Coal silos

Ash Conveying plant

Boundary Start: Ash dump site

Boundary End: Emergency ash off loading facility inside the power station (TT02)

Section 2: Work to be performed by the *Contractor* for the *works*

2.1. Labor resource services:

2.1.1 The nominated service provider is responsible to provide the services as per bill of quantities.

2.1.2 The services are provided on 24-hour basis, 4 rotational shifts, 12 hours per shift (the *Employer* may adjust working time as and when required). To adhere to site shift rooster.

2.3 Investigations

The nominated service provider will attend all scheduled investigations by Site Management relating to their safety incidents. Appointed nominated site representative will attend site specific investigations as and when invited in writing.

NOTE: Any costs associated with property damages or unsafe act caused by the nominated service provider while rendering works upon investigation will be reimbursed by the service provider within a month of root cause identification, notification through monthly assessment process.

2.4 General

2.4.1 The service provider shall provide resources as instructed by the Project Manager, according to the needs of the Employer (as per the bill of quantities provided).

2.4.2 The service provider submits the daily attendance registers to the site management at the end of each shift.

2.4.3 The service provider informs the Employer before the end of every shift in writing of any safety incident, injuries and/or damage to any property or yellow plant

2.4.4 The service provider fulfils his legal obligations to report certain incidents to the Department of Labor, or to keep records in terms of the OHS Act and the compensation for injuries and Diseases Act.

2.4.5 The service provider to ensure employees are medically fit and provides his employees with protective clothing so that work may be efficiently carried out.

2.4.6 The service provider attends meetings arranged by the site management.

2.4.7 The service provider completes daily records and submits these for acceptance to the site management.

2.4.8 All communication is to be addressed to the Project Manager in writing

2.4.9 All correspondence headings include:

- Tutuka Power Station Eskom Rotek Industries
- The contract description
- The Contract no

Section 3: Work and Services for the works supplied by the *Employer*

3.1 General

1. The *Employer* provides access to the Site.
2. The *Employer* provides induction training.
3. The *Employer* provides identity permits for access control purposes.
4. The *Employer* provides potable water on Site.
5. The *Employer* informs the *Contractor* of any statutory requirements.
6. The *Employer* provides operational requirements.
7. The *Employer* provides the *Contractor* with a matrix to clarify responsibilities and accountabilities at areas of interface with the *Employer* and Others.
8. The *Project Manager* informs the *Contractor* of any changes to the operational requirements when the *Project Manager* becomes aware of the changes.
9. The *Employer* provides all standard format documentation to be used for this contract.
10. The *Employer* provides emergency firefighting facilities.

3.2 Site facilities provided by the *Employer*

3.2.1 Site Yard

1. The *Contractor* is supplied with an off-terrace yard, inside the Power Station security fence, for his use during the full period of his Site works. This yard will be shared with the *Employer*.
2. The *Contractor's* yard is subject to periodic inspection by the *Employer*.

3.2.2 Supply of Electricity

All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the *Employer*.

3.2.3 Lighting

The *Employer* provides general Plant lighting. All other lighting is the responsibility of the *Contractor*.

3.2.4 Water

The *Employer* supplies reasonable quantities of potable water required for the purposes of this contract free of charge. The *Contractor* provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. The *Contractor* is responsible to maintain this equipment and to remove it on *Completion*.

The *Employer* does not guarantee continuity of supply and the *Contractor* makes his own provision for standby supplies to maintain continuity of work. Claims of any nature relating to discontinuity of water supply are not considered.

3.2.5 Telecommunications

The *Contractor* supplies the necessary phone facilities to enable communication with the *Employer* and workers without any delay.

Section 4: PROGRAM AND PLANNING

4.1 Minimum program requirements

1. The *Contractor* develops a program to show activities for this contract.
2. The program shows key dates for co-ordination with Others and the *Project Manager*.
3. The *Contractor* numbers each individual activity with a unique number that can be cross-referenced with the *activity schedule* and method statements.

4.2. Computerized planning and reporting

Resource information for manpower, plant and equipment based on the accepted Program and reflected in resource histograms are provided.

4.3 Submission of program

The *Contractor* submits two hard copies and one electronic copy to the *Project Manager* for acceptance.

Section 5: COMPLETION

5.1 Work provided by the *Contractor* ceases by the Completion date, or as and when informed by the *Employer*. After Completion the *Contractor* submits the documentation for the *works* in accordance with the *Employer's* documentation requirements. Completion takes place after the *Project Manager* has verified the submitted documents

Section 6: SITE FEATURES REQUIRING SPECIAL ATTENTION

6.1 Access for and interface with other *Contractors*

Other contractors are working in the same area as the work of this contract. In this regard, the *Contractor* co-ordinates his work with the *Employer* to maintain harmonious working conditions on Site.

During the progress of the *works*, the *Contractor* provides reasonable access to other *Contractors* to execute works carried out in other contracts.

6.2 Existing structures and services

The *Contractor* exercises the necessary care and skill to ensure adequate protection of all existing works and services, in or adjacent to the *works*, during construction.

6.3 Lay down area

None.

6.4 Site regulations

The *Contractor* complies with the Site Regulations, a copy of which is available for perusal at the *Employer's* offices. All Site Regulations form part of this contract.

6.5 Accommodation

The *Contractor* is responsible for the provision of his own accommodation for all his employees engaged in the execution of the *works*. This includes the needs of his Sub-contractors. The cost for accommodation, as well as for transportation to and from Site is to be included in the contract price.

Section 7: Safety Management

7.1.1 Health and safety requirements

The *Contractor* will comply with the following:

- Health and Safety Standards, as per the Tutuka Power Station *Contractors* Safety file.
- This file will be handed over on contract award.
- Adhere to the OHS Act 85 of 1993
- All staff will undergo a one-day Safety Induction training course one week before site occupation.
- Adhere to Eskom & Tutuka 'No Smoking Policy'

The *Contractor* must appoint Safety Representatives to assist the Employer Representative to:

- a. Identify possible hazards, dangers, and risks
- b. Eliminate potentially dangerous conditions and actions
- c. Ensure a safe working environment

7.2 SHE. Documentation Required from the *Contractor*

The following documents must be provided together with the tender by the *Contractor* in terms of Health, Safety and Environmental performance, should the *Contractor* not provide this information it will be assumed that it does not exist

- Detailed costing for Health and Safety (Linked to Risk Assessment) based on the overall scope of work to be performed
- Letter of good standing with COID or any insurance body.
- An Organogram indicating the names of all persons that will hold legal appointments on the project in terms of the Act.
- The expected roles, responsibilities, and authority of those who are proposed to receive legal appointments.
- The resume'(s) of the proposed Safety Officer(s) and Environmental Officer(s) his/their roles, responsibilities and authority is required in terms of the scope of work.
- The *Contractor's* company Safety, Health and Environment policy.
- Provide an overview of the system/program that is utilized to manage Safety, Health and Environment
- Provide a detailed HIRA (Hazard identification and Risk Assessment) based on client specification and the scope of work
- Provide a composite Health and Safety Plan as per the Clients specification
- Certificates of medical fitness and psychological fitness, where applicable, conducted in relation to the individual person job specification (Linked to Risk Assessment)

7.3 Health and Safety Plan

Upon the award of the contract, successful *Contractor* must submit a Health and Safety Plan, filed in a Health and Safety File, comprising of the following:

- Proof of the contracting company's own Health and Safety Policy.
- Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993.
- Proof of Risk Assessments regarding Hazards identified.
- Proof of Safe Work Procedures that derived out of the Risk Assessments.
- Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
- Proof of an Induction Program. It is advised that the Tutuka SHE Rules are used as a guide and an attendance register signed by its employees prior the commencement of any construction work on site.
- Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid for one year and may only have been issued by an occupational health practitioner).
- Proof of *contractors* weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed.
- Proof of Personal Protective Equipment (PPE) issued to *contractor's* employees.
- Proof of contracting company's Accident/Incident Reporting and Investigation System.

The Safety Officer employed by ERI Tutuka Power Station will audit these Health and Safety Plan to ensure compliance with the provisions of the Act.

NB: The approval of the health and safety plan can sometimes take 2 to 3 days to be approved and no work will be conducted before the plan is approved.

7.4 Anticipated safety risks

- All normal plant PPE will be required like safety boots, hard hats, earplugs, dust masks, goggles, gloves and bright colored reflective vests.
- Coal and Ash dust and spillages can occur in the work areas, and it is recommended that dust mask be always worn. The *contractor* should be conversant with the chemicals that are used during application, and material safety data sheets should be placed in the health and safety file.

Section 8: Environmental Rules

8.1 Environmental Management System

Tutuka Power Station has been recommended for **ISO14001:2004** certificate. To ensure continual improvement to the ISO 14001: 2004, the *Contractor* shall ensure that the following requirements are met

- Identify all environmental aspects and impacts.
- Identify the law that is applicable to the scope and always ensure compliance to the applicable laws
- All employees shall attend Environmental induction before commencing with the work.

8.2 Waste management

All waste introduced to and/or produced on the *Employer's* premises by the Contractor for this contract, must be handled in accordance with National Environmental Management: Waste act 59 of 2008 and Tutuka Waste management procedure.

8.3 Hazardous Chemicals substances

All hazardous Chemicals substances brought on site must be accomplished by Material Safety Data Sheet and shall be managed as per Occupational Health and Safety Act, 1993 Hazardous Chemical Substances Regulations, 1995.

8.4 Environmental Incident

The *Contractor* shall report all Environmental incidents (example: Oil/Chemical spillage, water overflow etc.) to Tutuka Power Station contract manager or Environmental Officer within 24 hours of them occurring.

8.5 Other Environmental Requirements:

The *Contractor* will be required to ensure that the following environmental requirements are always complied with:

- 1 Zero liquid effluent discharge.
- 2 No oil or waste will be dumped on an unauthorized area or unlicensed waste site.
- 4 Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
- 5 No materials or waste will be burnt on site.
- 6 *Contractors* shall comply with Tutuka SHEQ policy

8.6 Entry:

- The *Contractor* obtains entry permits, which are issued free of charge by security upon submission of the employee's valid identity documents, subject to *Employer's* applicable rules. The permits remain the property of the *Employer*.
- The *Contractor* and his employees are always in possession of an entry permit to enable identification is made immediately.
- The *Contractor* consents to the *Employer's* security searching and inspecting property belonging to the *Contractor* entering or remaining within the area.
- The *Employer* requires a security clearance of all persons entering the area. The *Contractor* applies for the security clearance of its personnel 48 hours in advance of bringing the personnel to Site.

8.7 Permits:

- As per 8.6 above

8.9 Vehicles:

1. The *Contractor* proves to the *Project Manager* that all drivers of vehicles used by the *Contractor* to Provide the Works are in possession of the *Employer's* authorized driver's licenses.
2. The *Contractor* obtains vehicle permits for vehicles required to Provide the Works from the *Employer's* security department.
3. The *Contractor* obeys the instructions of the *Employer's* security personnel when the *Contractor's* vehicles and those of his Subcontractors are stopped for search and investigation purposes.
4. The *Contractor's* supplier's drivers identify themselves by means of a valid identity document and produce a delivery note addressed to the *Contractor*.

8.10 Equipment, Plant and Materials, tools and other things required to Provide the Works:

1. The *Contractor* inventories all Equipment, Plant and Materials, tools and other things required to provide the Works entering the Site on the prescribed forms obtainable from the *Employer's* security. The original inventory is retained by security and the *Contractor* retains a duplicate copy of the inventory.
2. All Equipment, Plant and Materials, tools and other things required to provide the works brought into the Site by the *Contractor* is clearly marked and is not removed from the Site unless the *Contractor* identifies it as his property and the *Employer* accepted the removal.

8.11 General:

1. Security maintains discipline on Site and disciplinary action against traffic offenders needs to be implemented by the *Contractor* to the *Employers* satisfaction.
2. The *Contractor* does not permit personnel who are under the influence of drugs or alcohol to enter the Site.
3. Further information regarding security requirements is available from the security office at the main gate:

Section 9: Environmental management

- Tutuka Power Station is to be licensed to operate under the National Water Act (Act 36 of 1998), and all plant Operations, Maintenance and Engineering staff ensures that the license conditions detailed within the requirements of the act are met at all times.
- The Employer is committed to meet the environmental regulations. The Contractor to meet the following environmental requirements:

a) Storm water

The Contractor ensures that clean and polluted storm water is and remains separated. All drains are cleaned on a scheduled basis to ensure the drains always working.

All drainage channels and pipes are always kept clean and special attention is given to clean the drains after rain.

b) Contaminated soil

All contaminated soil outside the contained stock yard is removed and dumped at an approved and demarcated area.

c) General Control of Site Activities

The Site is controlled in an environmentally responsible manner. Note the following:

- Noise and pollution levels for all construction Equipment is monitored and managed. Equipment with oil leaks, excessive emission, or unacceptable noise levels are repaired or removed from Site.
- Temporary services are maintained in a good and proper manner Plant & Material wash-down facilities.
- Wash down of plant and material can only be done in areas designated by the Project Manager.

Section 10: Site services and procedures

1. The *Contractor* applies for access permits at the security gate when access to Tutuka Power Station site is required
2. The *Contractor's* personnel are always in the possession of their access permits when on site.
3. The *Contractor* provides security for protection of Equipment, Plant and Materials required to provide the works.

Section 11: Restrictions applicable to the *Contractor*

- The *Contractor* interfaces with the *Employer's* personnel to execute specific operational tasks when and does not execute these tasks without prior permission from the *Employer*.

Section 12: Accounts and records

Requirements for the Meetings

1. A "Kick-off meeting" within one month after contract award needs to be held.
2. The *Contractor* arranges and chairs all technical discussion meetings and records minutes of meetings.
3. Weekly progress meetings need to be held. Minutes of meetings are submitted for acceptance to the *Project Manager* at most one day after the meeting and then distributed to the rest of the attendees.
4. The *Contractor* in conjunction with the *Project Manager* arranges the date and venue of the above-mentioned meetings.

12.1 Assessment, Cash flow and Invoicing

1. The *Contractor* presents his pro-format invoice to the *Project Manager* on the 25th day of each month for perusal.

2. The *Contractor* completes his assessment and submits the amount due on the 25th day of the month for review.
3. The *Contractor* submits an accepted invoice on the last day of the month or the next working day if the last day falls within a weekend.

12.2 The invoices from the *Contractor* contain at least the following information

1. The registered name of the company
2. The VAT registration number of the company
3. The contract number
4. The invoice sequence number
5. The total cost of compensation events (change order) to date
6. The amount paid to date

12.3 Financial records and accounts

12.3.1 The *Employer* pays by bank transfer.

12.3.2 The *Contractor* accepts the risk of incorrect bank transfers arising from changes to the *Contractor's* banking information.

12.3.3 All payments are provisional and subject to audit.

12.3.4 The *Contractor* preserves his records for such a period as the Department of Internal Revenue may require. Should different periods be prescribed, the longest period applies, but in any event, records are retained by the *Contractor* for not less than five years.

12.3.5 The *Project Manager* deducts any amount owed by the *Contractor* to the *Employer* from any amount owed by the *Employer* to the *Contractor*.

12.3.6 The *Contractor* submits original invoices complying with the Value Added Tax Act.