



SHEQ SYSTEM



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DOC NO.	SHEQ-INS-5450	REV.	5	PAGE	1	OF	3
TITLE	SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS						

1 PURPOSE

This document prescribes the requirements for the control of the activities of Contractors, and their Sub-Contractors, from a SHEQ point of view, whilst they are on Necsa sites or perform work on Necsa's behalf.

2 REFERENCES

2.1 This document complies with the requirements of:

- Act 85 of 1993: Occupational Health and Safety Act
 - Construction Regulations, 2003

2.2 This document refers to the following:

SHEQ-INS-0800: SHEQ Approval of Projects
SHEQ-INS-5520: Work Permits
SHEQ-INS-0300 Series: Information Security
SHEQ-INS-8900 Series: Facility Security

3 REVISION HISTORY

- Revision 0 – 1996/03/29 – First issue (A C van der Bijl)
- Revision A – 2000/06/27 – Scheduled review of document (A C van der Bijl)
- Revision B – 2002/03/13 – Scheduled review of document (A C van der Bijl)
- Revision C – 2004/02/25 – Document reviewed to reflect Necsa's organisation (A C van der Bijl)
- Revision 4 – 2008/04/08 – Document reviewed to prescribe additional requirements (section 5.5, the use of work permits, and section 11.3 of Exhibit 1), and to comply with quality requirements for documents. Number changed from RM-VSK-5450 to SHEQ-INS-5450 (A C van der Bijl)
- Revision 5 – Scheduled revision and minor changes to text and to include the use of reflective clothing (W D le Roux)

	NAME	SIGNATURE	DATE
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DISTRIBUTION	This document is available on SHAREPOINT – <u>SHEQ SYSTEM DOCUMENTS</u> SHEQ Records		



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4 DEFINITIONS AND ABBREVIATIONS

- 4.1 Contractor - An organisation (or person) on which (whom) an order has been placed or with which (whom) a formal contract is concluded to render/carry out services, jobs or projects (on an ad hoc, short or longer term basis). These may be services/projects on or off the site, but in this document only those taking place in areas under control of Necsa are addressed. Contracted-out (out-sourced) services also fall under Contractors.
- 4.2 Responsible Necsa Manager - A Necsa personnel member authorised and responsible for concluding a contract and/or serving as liaison between Necsa and the Contractor.
- 4.3 Sub-Contractor - A person or organisation named in a contract with a Contractor for the execution of any activities of the contract or a person (or organisation) to whom the contract or activities have been subcontracted with the written approval of Necsa.
- 4.4 The following abbreviations are used in this document:
- | | |
|-------|--|
| SHEQ | Safety, Health, Environment and Quality |
| SHEQD | Safety, Health, Environment and Quality Department |

5 REQUIREMENTS

- 5.1 Prior to the start of work the Responsible Necsa Manager shall ensure that the Contractor complies with the following:
- The Contractor shall, whenever requested to do so, provide proof of registration and good standing with the Compensation Commissioner.
 - The Contractor, or the supervisor used by the Contractor for the specific task, shall be in possession of a copy of the "Safety, Health and Environmental Regulations for Contractors" shown in Exhibit 1, signed by the Contractor, or alternatively;
 - The Contractor shall be in possession of a written agreement, that the Responsible Necsa Manager has entered into with the Contractor, which covers the requirements of Exhibit 1.
 - The Contractor shall be required to sign an "at own risk" indemnity in favour of Necsa. (An example of such an indemnity is shown in Exhibit 2.)
- 5.2 For the duration of work carried out by the Contractor, the Responsible Necsa Manager shall ensure the following:
- The Contractor shall comply with the rules in Exhibit 1 or alternatively, with the rules contained in the written agreement referred to in 5.1(iii).
 - The Contractor shall be aware of the specific hazards of the plant or part of the plant in which the Contractor's personnel are working, or of activities that have to be carried out, or of services which have to be rendered by the Contractor on or off the site (e.g. transport of HF) or any other hazards that the Contractor or his personnel may be exposed to. Examples of specific hazards are radiological hazards, toxic releases, high-voltage electrical equipment, etc.
- 5.3 Apart from the above, the Responsible Necsa Manager shall also bring to the notice of his/her own personnel that claims may originate in respect of giving advice to Contractors which later may prove to have been ill-considered.
- 5.4 The SHEQD shall, on request, assist to obtain and supply the information (see 5.1), should organisations to which Necsa renders a service wish to have the above documentation and other SHEQ related information.



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5.5 The Responsible Necsa Manager shall ensure compliance with project approval requirements (SHEQ-INS-0800). The work permit requirements referred to in Exhibit 1 are addressed in SHEQ-INS-5520.

6 RECORDS

The following record shall be kept:

DESCRIPTION	RETENTION PERIOD	BY WHOM
Copy of Health, Safety and Environmental Regulations for Contractors (Exhibit 1) signed by the Contractor or the alternative agreement covered in 5.1(iii)	One year after completion of the contract	Responsible Necsa Manager in the Health and Safety File of the contractor
Copy of Indemnity (Loan of Equipment/Tools) (Exhibit 2)	One year after completion of the contract	Responsible Necsa Manager in the Health and Safety File of the contractor



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TITLE **HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS**

CONTRACT NUMBER:

NAME OF CONTRACTOR:

ADDRESS:

SHORT DESCRIPTION OF WORK TO BE DONE:

IDENTIFICATION OF THE AREA OR THE PLANT IN WHICH THE WORK IS TO BE DONE:

RESPONSIBLE NECSA MANAGER:

1 INTRODUCTION

To ensure that Contractors adhere to Necsa's safety, health and environmental requirements, the requirements contained in this document have been drawn up for Contractors, Sub-Contractors and their employees to comply with whilst they are on Necsa's property (or off-site if related to a transport contract).

All Main/Principal Contractors shall ensure that any Sub-Contractor employed by them receives a set of these requirements, understand them and adhere to them. Contractors will be held responsible for any breaches of the rules during such time that the contract work is being undertaken.

2 PREREQUISITES (PRIOR TO START OF WORK)

- 2.1 The Contractor shall make himself and his and sub-contractor's personnel available for attending the Necsa SHEQ orientation session for Contractors. The orientation remains valid for a period agreed upon with the Contractor whereafter it shall be repeated.
- 2.2 All personnel used by the Contractor for a specific contracted task on site shall be in possession of his personal copy of the booklet "Safety, Health and Environment at Pelindaba" which is issued during the above orientation sessions.
- 2.3 The Contractor shall ensure by means of adequate supervision and control, that his/her workers obey these regulations and all other applicable Necsa SHEQ instructions.
- 2.4 The contract work shall be conducted strictly in accordance with that agreed upon and in a safe and responsible manner. To this end, the Contractor certifies that he is fully conversant with the provisions of the **Occupational Health and Safety Act, Act No 85 of 1993** (the "Act") and that his employees, agents, Sub-Contractors and mandatories have similar knowledge.
- 2.5 No Contractor shall commence work on Necsa's property unless and until he has received written permission to do so from Necsa either by means of a letter to hand over the contractors work site or appropriate and duly authorised work permit and has produced to Necsa:
 - i) the registration number with the Compensation Commissioner;
 - ii) proof that his fees in terms of the Compensation for Occupational Injuries and Diseases Act are fully paid up; and
 - iii) a list of Contractor and Sub-Contractor personnel giving full names, address and contract details (this shall be submitted to the SHEQD for Emergency Services and Security Services purposes).



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- 2.6 The Contractor hereby certifies that all electrical or mechanical equipment which will be brought onto the site and used during the course of the contract, conforms with the regulations and is safe to use. Further, the Contractor understands that, should it come to the attention of Necsa officials/representatives that such equipment does not meet the required standards, Necsa may order cessation of work until such time as the equipment is repaired satisfactorily.
- 2.7 No excavations of any sort shall be commenced with at any time during the contract work, or stakes driven into the ground, unless and until written permission is granted by Necsa's Property and Support Services who will issue the appropriate work permit.
- 2.8 Before any welding operation or hot work is commenced, permission shall be sought from the manager of the applicable Necsa plant (the plant manager) who will issue the appropriate work permit.
- 2.9 No work shall be undertaken unless it is done by a competent person (in terms of the Act) or one who is supervised by a competent person.
- 2.10 During the term of contract, the Contractor shall take all steps to ensure that the site on which the contract work is carried out (the "site"), remains reasonably clear of waste and any hazardous material or substances and on completion of such work, the Contractor shall make good and leave the site clean and tidy. Any costs for removal of such waste etc. by Necsa, shall be borne by the Contractor.
- 2.11 If requested by Necsa, the Contractor shall supply a statement in which the effluent, waste, releases, etc. caused by the Contractor's activities, are indicated, as well as the method envisaged for the limitation, handling, treatment and disposal of the effluent, waste, releases, etc. Where necessary, an environmental impact report shall be submitted to the responsible Necsa manager before activities commence.
- 2.12 The Contractor and any person engaged in the contract shall at all times comply with Necsa's security and information security requirements.

3 TOOLS AND EQUIPMENT

- 3.1 The Contractor shall provide his own tools and equipment and these shall remain under lock and key when not in use and Necsa shall not be liable for any loss thereof or damage thereto, however caused. All items brought onto site or removed from site shall be declared and cleared by Necsa's security personnel.
- 3.2 The Contractor shall not be permitted use of Necsa's tools or equipment save in exceptional circumstances (e.g. a probability exists that the Contractor's tools may be contaminated) when the intended user thereof may use Necsa's tools and equipment with the permission of Necsa and at own risk. The Contractor will be required to sign an "at own risk" indemnity in favour of Necsa. (An example of such an indemnity is shown in Exhibit 2.)

4 ADHERENCE TO GENERAL NECSA SHEQ RULES

The Contractor and any person engaged in the contract work shall adhere to Necsa's rules as explained during the Necsa SHEQ orientation session for Contractors, and summarised in the booklet "Safety, Health and Environment at Necsa", in respect of the following:

- Bringing of property onto and removing of property from site;
- Access control measures, including those that apply to various hazardous areas;
- Handling and storage of Hazardous Chemical Substances;
- Flammable and combustible materials;
- Liquor, drugs, weapons and firearms; and
- Caring for the environment. (No damage or removal of flora, fauna, rocks or other natural materials.)

5 CLOTHING AND SAFETY APPARATUS/EQUIPMENT

Appropriate clothing (including personal protective equipment – appropriate to ensure protection from the hazard) shall at all times be worn on site, and other applicable safety apparatus and equipment shall be used. The Contractor shall be obliged to consult with Necsa's SHEQD on particular requirements. (Also see 10.8.)

All personnel of the contractor including supervisory personnel such as Site Engineers, Site Agents, Foreman, etc shall wear, when on site suitable reflective clothing (bib or jacket) with the Company Logo clearly visible.



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6 COMBUSTIBLES AND FLAMMABLES

- 6.1 No combustibles and/or flammable material shall be permitted on or stored on site without written permission of Necsa's Emergency Services.
- 6.2 Should the Contractor engage in some work that could cause a fire, he/she shall first report same to Necsa's Emergency Services.

7 DAMAGE TO PROPERTY

- 7.1 Should any property belonging to Necsa be damaged, such damage shall immediately be reported to the plant manager or Necsa's SHEQD. The Contractor shall be liable to compensate Necsa, should the loss of or damage to the said property be as a result of the negligence or otherwise of any person engaged in the contract work.
- 7.2 Should any property belonging to, or in the care of, the Contractor or any person engaged in the contract work, be damaged, Necsa shall not be liable for same, however caused, and the Contractor fully indemnifies Necsa in respect thereof.
- 7.3 Where a substantial consequential damage may originate from the Contractor's activity, the Contractor shall take measures to prevent or minimise such damage.
- 7.4 Should any property of any other party be damaged through and by way of the contract work, Necsa shall not be responsible therefore, and the Contractor indemnifies Necsa accordingly.

8 EVENTS/ACCIDENTS / INJURIES

Any event, accident or injury shall be reported immediately to Emergency Services (X3333) and if reportable in terms of the Act, same shall be reported by the Contractor to the Department of Labour, and proof of such report shall be given to Necsa's SHEQD.

9 SEARCHES

Vehicles, packages, suitcases, etc. of the Contractor and any person engaged in the contract work, may at any time be searched by Necsa's security personnel. Packages, suitcases, etc. shall on request be presented to the access control point for examination prior to being brought onto or taken off Necsa's property.

10 OCCUPATIONAL HEALTH AND SAFETY ACT RESPONSIBILITIES

Further, in terms of Section 37(2) of the Act, it is hereby agreed that:

- 10.1 In terms of this Section, the Contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its Regulations in the area of the site in which the work is to be undertaken for Necsa by the Contractor.
- 10.2 Whenever so instructed, the Contractor's working area shall be clearly demarcated and the Contractor shall accept responsibility for safety, health and the environment within the demarcated area. The responsibility for the area shall be handed over formally to the Contractor and again formally handed back to the Responsible Necsa Manager. Necsa personnel working in or in the vicinity of the area, shall be made aware of these arrangements.
- 10.3 The Contractor shall be responsible for the health and safety, of all persons coming upon/into such area in accordance with that legislation, subject to any directives issued by the management of Necsa.
- 10.4 The Contractor undertakes to report to the management of the plant any hazard to safety, health and environment that exists or arises during the contract work in the area concerned.
- 10.5 The Contractor shall discontinue activities where these pose a threat to the health or safety of any person (e.g. Necsa or the Contractor's own personnel) or to the environment, or where it is obvious that a Contractor's workers are not competent. Necsa's SHEQ officials and Responsible Necsa Manager have the prerogative to stop any work which may compromise SHEQ.
- 10.6 For electrical installations an installation certificate shall be issued by the contractor.



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10.7 Where necessary, the Contractor shall supply to Necsa a certificate to certify that machinery/equipment/areas are safe to use, and to list defects which must be attended to, after the Contractor has carried out his tasks (or contract).

10.8 All necessary and appropriate health and safety equipment including personal protective equipment shall be issued by the Contractor to all persons working or coming into the area, unless specifically agreed otherwise in a written contract/agreement with the Responsible Necsa Manager.

11 INDEMNIFICATION

The Contractor hereby certifies that all contracting workmen recognise the inherent hazards that exist on the property of Necsa and that the Contractor:

11.1 enters the property entirely at his own risk and therefore the Contractor waives any claims of whatsoever nature against Necsa, its employees, agents and/or mandatories in respect of any loss, damage and/or injury, unless same is as a result of gross negligence on the part of Necsa, its employees, agents and/or mandatories; and

11.2 Herewith indemnifies Necsa, its employees, agents and/or mandatories against any claims from the Contractors employees and/or from any other persons arising and being caused in the manner set out in 11.1 as aforesaid.

11.3 This indemnification excludes nuclear damage caused by Necsa's nuclear installations and activities for which Necsa is strictly liable i.t.o. the NNR Act (Act 47 of 1999).

I, being the person who is duly authorised to bind the Contractor, hereby acknowledge and accept the above regulations and its terms and agree that the Contractor and all persons engaged on the said contract work, shall adhere thereto.

.....
SIGNATURE OF CONTRACTOR

.....
SIGNATURE OF NECSA's OFFICIAL

DATE:

DATE:

WITNESSES:

WITNESSES:

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INDEMNITY

LOAN OF EQUIPMENT/TOOLS

Necsa hereby agrees to loan to (hereinafter referred to as the Contractor) the following equipment/tools:

.....

The Contractor herewith:

- confirms that he/she or his/her employees will use the abovementioned equipment/tools entirely at his/her own risk and therefore the Contractor waives any claims of whatsoever nature against Necsa, its employees, agents and/or mandatories in respect of any loss, damage and/or injury arising out of the use of the equipment/tools whether same is as a result of the non-functioning, unsafe condition or any other mechanical defect nothing at all excepted of the abovementioned equipment/tools;
- indemnifies Necsa, its employees, agents and/or mandatories against any claims from the Contractor's employees and/or from any other persons arising and being caused in the manner set out above nothing at all excepted; and
- undertakes to hand back the abovementioned equipment/tools in good safe working condition and to bear the cost of any repairs or replacement of the equipment/tools resulting from loss of or damage to the equipment/tools.

I,, being the person who is duly authorised to bind the Contractor, hereby acknowledge and accept the above terms.

SIGNED AT ON THISDAY OF

.....
 SIGNATURE OF CONTRACTOR

.....
 SIGNATURE OF NECSA OFFICIAL

.....
 WITNESS

.....
 WITNESS