

ROYAL ESWATINI SUGAR CORPORATION

Integrated Management System



RULES AND REGULATIONS FOR CONTRACTORS

Issue: 6

November 2021



ROYAL ESWATINI SUGAR CORPORATION
INTEGRATED MANAGEMENT SYSTEM

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ROYAL ESWATINI SUGAR CORPORATION
INTEGRATED MANAGEMENT SYSTEM

PARTICULARS OF CONTRACTOR

Company Name:

Company Registration/Certificate of Incorporation No:

Addresses:

Street:

.....

Postal:

.....

Postal Code:

Telephone Numbers:

Office:

Fax:

Mobile:

Email Address:

Represented by:

Name:

ID No.:

Signature: **Date:**

Contractor

Submitted to IMS Office (Yes / No) **Date:**

VALIDITY: This book will be valid for a period of 12 months from the date of signing-off.



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Preamble

This document is to assist contractors and the management of The Royal Eswatini Sugar (RES) Corporation in controlling and supervising their own work environment to minimize the probability of an unwanted incident, which could result in injury, property damage, poor workmanship, poor quality, environmental pollution, fire, food safety related-incidents, accidents or any other loss.

Every worker has the authority and responsibility to report to management any operation or deficiency, which contravenes the items, listed in this document so that remedial action may be taken.

[Note: Non-compliance with RES requirements will attract non-conformity reports (NCRs) and eventually adversely affect awards of future contracts. Serious cases of non-compliance constitute a breach of contract which may lead to immediate expulsion from RES premises and/or termination of contract.]

Disclaimer

The rules and procedures set out in this document are supplementary to and in no way replace, alter, or supersede the provisions of the Occupational Safety and Health Act No. 9/2001 which shall be always complied with. If there are any discrepancies or inconsistencies the current version of the Occupational Safety and Health Act shall be deemed to be binding and to prevail. Contractors are expected to ask for advice or instruction in any matter not clear to them.



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ACRONYMS AND DEFINITIONS

HSE	Health Safety and Environment
IMS	Integrated Management System.
OHS	Occupational Health and safety.
PPE	Personal protective equipment.
QCP	Quality control plan.
RES	The Royal Eswatini Sugar Corporation.

DEFINITIONS

Child	Every boy and girl under the age of 18. The UN Convention on the Rights of the Child (1989) says: "For the purpose of this present Convention, a child means every human being below the age of 18 years unless, under the law applicable to the child, majority is attained earlier"
Child labour:	Work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.
Line Manager	a person with direct managerial responsibility for a particular employee.
Young Person:	Any worker over the age of a child as defined above and under the age of 21.

Table of Amendments

Issue	Date	Nature of Changes	Approved By
[Issue Number]	[With effect from]		[Procedure Approver Name]
Issue 5	07/09/ 2021	Replaces RSSC - RRC, "IMS Rules and Regulations for Contractors", Issue 4	Managing Director
		Changed "company logo"; Changed "RSSC" to "RES"	
		Replaced " the company" with "RES"	
		Changed company name from "The Royal Swaziland Sugar Corporation" to "The Royal Eswatini Sugar Corporation".	
		Deleted preamble entitled "Company Rules and Regulations"	
		Inserted the introduction, page 8, so as to be aligned with IMS certification scope	
		Modified Chapter 4 "Food safety awareness"	
		Modified "Annexure B – HSE Violations Matrix"	
		Added "Annexure G – Minimum requirements for contractors working at the Mills or Distillery"	
		Added "Annexure H – Hazardous Properties"	
		Added "Annexure I – Code of Ethics"	
		Modified the document footer to include name of document, issue number, document ID as well as space for Contractor's initials.	
		Cover page and last page was changed.	
Issue 6	11/11/2021	Page 15/48, Clause 2.14.4 was modified to read "Contractor employees should wear reflective overalls"	Managing Director
		Page 16/48, Clause 2.15.2 was inserted	
		Pages 20/48 – the following were inserted / added <ul style="list-style-type: none"> - Clause 2.26.2 introduction - Clause 2.26.3 (g), (h) & (i) - Clause 2.26.6 - Clause 2.26.7 	
		Page 37/48, Annexure F 1 (1.1) inserted "Line manager to assess and approve the contractor safety file"	
		Page 39/48, Annexure F3 (1.1) "It will be the primary responsibility of the Line Manager to assist Contractors and Management in controlling their own work environment"	
		Page 40/48, Annexure G (2), Changed "hearing" to "audiometric"	



INTRODUCTION

The Royal Eswatini Sugar Corporation (RES) grows sugarcane and manufactures various sugarcane-based products including very high polarity (VHP), raw and refined sugar, ethanol and electricity in the north-east of the Kingdom of Eswatini. The support services include health and wellness, management and property services. In our quest to become a leading producer and marketer of sugar and renewable energy, RES recognises the importance of respect, integrity and delivery. RES is committed to develop, implement and maintain the best possible strategies to minimize risks and to ensure the growth of RES for the benefit of employees and shareholders.

The executive management and workers are committed to good corporate governance, risk management, fulfilling its compliance obligations, implementation and continual improvement of internationally recognised management systems. The management systems include ISO 9001 (Quality Management System), ISO 14001 (Environmental Management System), ISO 45001 (Occupational Health and Safety), FSSC 22000 (Food Safety Management System) and SANS 16001 (Wellness and Disease Management System) and others to which the organisation subscribes.

1 COMPANY RULES AND REGULATIONS

1.1 GENERAL INSTRUCTIONS TO CONTRACTORS

- 1.1.1 To ensure that accident prevention measures are fully adhered to, rules have been prepared for the benefit of Contractors, Sub-Contractors and Vendors' Employees whilst they are working on the premises of RES.
- 1.1.2 The following summary of rules and regulations pertains to the carrying out of work on the RES's property with particular emphasis on control, safety, and security procedures as well as accident prevention.
- 1.1.3 A copy of this document will be supplied to each Contractor who has to work on the premises of RES.
- 1.1.4 Contractors will ensure that each Sub-Contractor, appointed by them receives a copy of this document. Copies are obtainable from RES' Line Manager.
- 1.1.5 These rules are not intended to restrict or to relieve the parties from any of their legal obligations.
- 1.1.6 Contractors will be called upon to always adhere rigidly to RES' rules and regulations.
- 1.1.7 Contractors will be responsible for the conduct of all sub-contractors appointed. Rules of engagement between the parties should be included in the contractor safety file.

1.2 DOCUMENTATION TO BE SUBMITTED

Prior to the commencement of any work on RES premises by Contractors and/or Sub-Contractors, the documentation as per the contractor safety file requirements shall be signed-off and submitted to the RES Line Manager. Complementary to requirements further stated in safety file the following documents should be availed.

- 1.2.1 This document complete with all relevant annexures duly completed and signed
- 1.2.2 Relevant appointments and acceptance of appointment forms.
- 1.2.3 Risk assessments
- 1.2.4 Labour Compliance Certificate
- 1.2.5 Fall Protection Plan, where applicable.
- 1.2.6 Other documents as requested within these standards:
 - Workman's compensation certificate.
 - List of ALL their proposed staff to be utilized at RES, including casuals and subcontractors.
 - Valid medical fitness certificates for all employees
 - Training certificates of employees and Operator Medical Certificates for operators of plant, machinery and vehicles

1.3 INDUCTION

- 1.3.1 The Process Owner / Line Manager, together with IMS Department, to facilitate the Contractor's induction.

2 CONTROLLING CONTRACT WORK

2.1 LABOUR

- 2.1.1 The contractor and / or his sub-contractor is required to engage and maintain competent labour to carry out operations.
- 2.1.2 The contractor and / or his sub-contractor is required to inform the RES Line Manager when there are changes to his employees.
- 2.1.3 The Contractor and / or his sub-contractor may not employ any RES employee in any manner whatsoever.
- 2.1.4 Ex-RES employees may not be employed as a sub-contractor without approval of RES Management, which approval shall not be unreasonably withheld. This right is reserved to eliminate the possibility of an ex-RES employee who has been discharged for theft, assault or poor workmanship being re-employed as a sub-contractor to do work in RES.
- 2.1.5 RES reserves the right to veto any sub-contractor employed by a contractor working for RES.
- 2.1.6 The contractor and / or his sub-contractor is required to behave in an ethical manner as per Annexure J (Code of Ethics).

2.2 SANITATION

- 2.2.1 Contractors are obliged to provide latrines for their employees at the expense of the contractor, where required. Such latrines should be constructed and maintained in accordance with the legal requirements that may be applicable, and to the satisfaction of RES.
- 2.2.2 The contractor shall ensure that all such ablution facilities are kept in accordance with accepted hygiene standards.
- 2.2.3 Vandalism of RES ablution facilities will not be tolerated, and the contractor can be charged for damages if they are found to be responsible for such damages



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2.3 ACCIDENT PREVENTION / LOSS CONTROL

- 2.3.1 The contractor must appoint a person who is authorized to accept responsibility for safety. Appointment in writing must be made prior to contract commencing. (See 1.2 – Documentation to be submitted)
- 2.3.2 For the duration of the contract, the RES Line Manager or his authorized designate and the IMS Manager / Officer will have the right to inspect the plant Machinery, Equipment and Works of the contractor to ascertain whether the RES requirements are complied with.
- 2.3.3 Any deviations from the RES requirements will be brought to the attention of the Contractor's appointed Representative, who will be obliged to take corrective action within a time period as stipulated by RES.
- 2.3.4 In the event of failure by the contractor to correct deviations within the time allocated, RES reserves the right to have such corrections effected and to debit the contractor with the cost thereof.

2.4 INCIDENT / ACCIDENTS TO BE REPORTED

- 2.4.1 In addition to any statutory obligations, the contractor shall report to the RES's Line Manager or IMS manager/officer, all incidents / accidents immediately whether such incidents are in respect of damage to the plant, equipment, property, or injury to persons.
- 2.4.2 RES shall have the right to make all and any inquiries either on the site of the works or elsewhere as to the cause and results of such incidents / accidents and the contractor shall give RES full cooperation in conducting such inquiries.
- 2.4.3 The contractor should investigate incidents within 5 working days, submit the investigation report to the RES' Line Manager and update the safety file accordingly.
- 2.4.4 Damage to RES property, accidental or otherwise, must be reported immediately to the RES Line Manager or IMS Officer / Manager.
- 2.4.5 Reportable incidents shall be reported to the Labour Commissioner as per the OHS Act.

2.5 VEHICLE ACCIDENTS ON COMPANY PROPERTY

- 2.5.1 RES accepts no liability for any accidents involving any contractors or sub-contractors' vehicles.



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2.6 INSURANCE OF CONTRACTOR'S WORKERS

- 2.6.1 The contractor shall insure against any liability to pay damages or compensation to his employees and shall continue such insurance during the period of engagement.
- 2.6.2 Proof of such Insurance will be produced for inspection if or when so requested by RES.
- 2.6.3 The contractor shall ensure that all sub-contractors insure against the aforesaid liability with regard to their own employees.

2.7 CONTRACTOR'S PLANT - MATERIAL, STORAGE, OFFICES, STORES AND WORKSHOP FACILITIES

- 2.7.1 The contractor's temporary site offices, stores, sheds etc. shall be erected at a place assigned by RES or its authorized representative.
- 2.7.2 Under no circumstances must there be any interference with any traffic flow. Any building erected without prior permission will have to be moved at the contractor's expense.
- 2.7.3 The contractor shall at his own cost be responsible for the supply, storage and issue of all items known as construction consumables such as but not limited to oxygen, acetylene, welding rods, fuel, protective clothing, safety belts, cleaning materials, building material etc. except where the contract agreement includes for these items to be supplied by RES.
- 2.7.4 Contractors will be responsible for the safety and security of their own equipment.
- 2.7.5 Contractors must make their own arrangements in regard to telephone / fax / photocopying facilities, stationery and any other equipment unless prior arrangements have been made with the person responsible for the contractor.
- 2.7.6 Contractors must remove temporary site offices, stores, sheds etc. from site within three months of project completion or as agreed with RES Line Manager or will be disposed at the cost of RES and appropriate action will be taken against the contractor as stipulated in the RES Purchasing Policy.



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2.8 USE OF COMPANY TOOLS, EQUIPMENT, MATERIAL, VEHICLES OR SERVICES

- 2.8.1 Contractors are not permitted to use company tools, equipment, workshop facilities, grinding machines etc. unless prior arrangements have been made with the person responsible for the contractor.
- 2.8.2 Contractors are not permitted to operate RES' cranes, hoists, or vehicles. If the use of any machine is required application must be made to the responsible person. Permission can only be granted provided that adequate proof of experience and/or appropriate licenses can be produced.

2.9 CONTRACTOR ACCOMMODATION

- 2.9.1 Contractors are responsible for arranging all accommodation in respect of their employees.
- 2.9.2 No contractor personnel are permitted to sleep within the work area.

2.10 ACCESS CONTROL

- 2.10.1 No private vehicles belonging to the contractor's personnel or service staff are allowed on the factory work site.
- 2.10.2 The only exceptions are vehicles required for the execution of the contract. For such vehicles, access for the duration of the contract will be issued by the IMS Department upon request.
- 2.10.3 All Contractors personnel, on commencing work on site will be issued with an entry/exit permit valid for the duration of the contract period by the IMS Manager or his authorized representative.
- 2.10.4 RES reserves the right to search persons or vehicles entering or leaving the works area.
- 2.10.5 All suitcases, briefcases, parcels, boxes, etc. being brought onto the premises must be presented for inspection to Security and recorded, as appropriate, prior to entry being granted. Similarly, the contents of any such container being removed shall follow the same process.

2.11 DISPOSING OF SCRAP MATERIAL

- 2.11.1 RES' rules do not permit the giving away or selling of any company property, whether valuable, redundant, or considered as scrap to any employees without prior authority from the Commercial Division (Purchasing Department)

- 2.11.2 Reference is made to packing cases and/or other material in which Machinery etc. is received. Should the contractor wish to dispose of any such materials being the contractor's own property, to any other person or employee, or should the Contractor wish to remove any such materials from site, then: RES will provide the Clearance Form of Authority, which is normally completed when any material is removed from site, obtainable from the Purchasing Department.

2.12 CONTRACTOR SITE MANAGEMENT:

- 2.12.1 It is the responsibility of contractors to keep the work site in a clean and tidy condition at all times.
- 2.12.2 If cleaning up during or after construction is not done to the satisfaction of the person responsible for the contractor or his authorized representative within 48 hours of a specific instruction in this regard, management reserves the right to have this done by others at the contractor's cost.
- 2.12.3 Persons are required not to leave materials or equipment lying around causing obstruction in: - walkways, passages, or stairways, nor leave materials or equipment, which may injure any equipment or person.
- 2.12.4 Specific water protection measures (surface and groundwater) for incorporation by the Contractor in the mitigation plans shall include the following:
- a) The Contractor shall ensure that no polluted surface water shall flow off-site because of their operations.
 - b) Proper mitigations to prevent contaminated water from flowing into natural water courses, land or groundwater aquifers must be implemented by the contractor
 - c) The Contractor shall be responsible for checking and maintaining all water pollution control and soil conservation measures for the duration of their contract .
 - d) Cut-off ditches shall be constructed around the site to minimize the amount – polluted run-off from the site during rainfall events.
 - e) Ditches shall be designed to handle extreme rainfall (>150mm / day). Erosion protection shall consist of suitable stabilizing structures in all ditches.

2.13 DECOMMISSIONING, CLEANUP AND REHABILITATION OF CONSTRUCTION SITES

- 2.13.1 On termination of the contract or at the end of a project, the site is to be rehabilitated and cleared of any pollution or waste. An inspection by RES will need to be carried out before any final payments will be approved.
- 2.13.2 The contractors must clean the area where work has been carried out restoring it to its original condition.
- 2.13.3 Any material left behind will be removed, and the cost of removal debited against the contractor's account.
- 2.13.4 RES will not be responsible for the safe custody of material left behind by a contractor.
- 2.13.5 The contractor will bear the cost of storing left over materials after the expiry of contract.

2.14 PERSONAL PROTECTIVE EQUIPMENT USAGE

Appropriate personal protective equipment (PPE) must be always used.

- 2.14.1 **HARD HATS** : Hard hats must be worn in designated hard hat areas.
- 2.14.2 **FOOTWEAR**: Steel toe cap boots or shoes are to be worn in designated areas.
- 2.14.3 **EAR PROTECTION**: Ear protection must be worn in all noise zones as demarcated.
- 2.14.4 **OVERALLS**: ***Contractor employees should wear reflective overalls.*** Loose hanging or tattered overalls are not permitted where work is to be done in any building, housing or moving machinery. Workers should be clad in appropriate PPE.

2.15 ELECTRICITY, COMPRESSED AIR AND STEAM SERVICES

- 2.15.1 Under no circumstances will contractors be allowed to couple up to any of the above services without first obtaining permission from the Electrical Engineer or Plant Engineer in charge.
- 2.15.2 ***All electrical installations must be done by a competent and certified person.***



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2.16 POWER TOOLS & EQUIPMENT

- 2.16.1 All electrical equipment brought onto the premises must be in good condition and suitably maintained.
- 2.16.2 Contractors shall furnish RES Corporation representative/Security with a comprehensive register of all equipment brought into RES Corporation premises, including list and Material Safety Data Sheets of chemicals to be used in executing task.
- 2.16.3 The contractor shall undertake to conduct weekly tools and equipment checks and record status of all tools in the Tools and Equipment Register. Such register shall be forwarded to RES Corporation representative on a weekly basis, for purposes of verifying if Contractor does conduct weekly checks on tools and equipment.
- 2.16.4 Portable electric tools may only be used in conjunction with approved earth leakage protection equipment.
- 2.16.5 Portable electric lights may be used only if they conform to the Regulations of the Occupational Safety and Health Act and if using a portable electrical light in wet or damp situations or in closely confined spaces inside metal vessels or in general contact with large masses of metal or where there is a risk of igniting a flammable or explosive substance. The requirements or regulations as laid down must be adhered to at all times.
- 2.16.6 All welding machines are to be 550 volt and where power is required the onus is on the contractor or sub-contractor to ensure that the correct plugs are fitted. No temporary connections to fuse boards etc. will be permitted.
- 2.16.7 Contractors shall adhere to the Act with regard to compressors above 8.5 m per minute of free air capacity. The Compressors and receivers must be tested, and the results of the test must be recorded in a logbook before being put to use on company premises.

2.17 NOTICES AND SIGNS

- 2.17.1 All persons are to be instructed to comply with all restrictive, prohibitive, and other notices in work areas. Strict adherence to "No Smoking" and/or "Fire Hazard" restriction notices must be enforced, together with all Safety and Personal Protective Equipment signs.



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2.18 WELDING, FLAME CUTTING / FLAME HEATING

- 2.18.1 Before any "hot work", that is, welding, flame cutting, flame heating or grinding is undertaken, the contractor must ensure that he is in possession of a "Hot Work Permit" issued by the section supervisor where such work is to be carried out.
- 2.18.2 The contractor will be responsible for taking the necessary fire precautions. The contractor will be responsible for providing a trained fire fighter.
- 2.18.3 The contractor's senior employees shall familiarize themselves and their fellow employees with RES' fire prevention systems, which include the fire alarm signals and means of escape in case of fire and will ensure that they are strictly adhered to.
- 2.18.4 Braziers and open fires on site are strictly prohibited.

2.19 EXCAVATIONS AND DIGGINGS

- 2.19.1 Persons are not allowed to commence with: -
 - a) Any excavation work.
 - b) Digging of any holes, trenches etc. or
 - c) Drive any stakes into the ground

Unless the area has been inspected by the Electrical Engineer; Senior Draughtsman and/or Line Manager in charge who will satisfy himself about the position of underground cables, piping, prior to issuing an Excavation Permit/Safe Work Permit for that specific excavation.

2.20 INTOXICATING LIQUOR, HABIT-FORMING DRUGS AND FIREARMS

- 2.20.1 Intoxicating liquor, habit-forming drugs and firearms or any dangerous weapons shall not be brought onto site under any circumstances.
- 2.20.2 No person under the influence of any intoxication will be allowed on site. If found to be intoxicated the HSE violations matrix shall apply (Annexure B)

2.21 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 2.21.1 All information that contractor comes across at RES shall be treated with confidentiality and will not be disclosed to third parties without permission and written authorisation from RES.



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- 2.21.2 The contractor hereby agrees that any copyright of any work, which may be liable for copyright and which is produced by or for the contractor, in the course of the work to be carried out by the contractor for the RES, is vested in RES.
- 2.21.3 Taking of pictures is strictly prohibited, unless the necessary written authority is obtained.
- 2.21.4 Use of RES pictures without consent is not allowed. Should you require photographs of work being undertaken, please consult the Responsible Person (IMS Manager or Line Manager).

2.22 HAZARDOUS AREAS

- 2.22.1 All areas, which become hazardous through work being carried out by the contractor or sub-contractor, are to be cordoned off by the contractor or sub-contractor.
- 2.22.2 Temporary barricades/ fire breaks are to be erected to a standard acceptable to RES.
- 2.22.3 Chevron tape, as a minimum, will be used in addition to barricades, as a warning of danger.

2.23 WORKING AT HEIGHTS

- 2.23.1 The contractor must ensure that all elevated work complies with the requirements of the Occupational Safety and Health (OSH) Act.
- 2.23.2 Contractors shall provide their own ladders, trestles, scaffolding, lifting tackle and tools, which must comply with the requirements of national standards, regulations best practice and RES requirements.
- 2.23.3 The contractor must ensure that all ladders are of good construction, sound material and adequate strength and suited to the purpose for which they are used.
- 2.23.4 All ladders must be serially numbered, recorded in a register, regularly inspected and the register be kept up to date.



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2.23.5 All scaffolding platforms must be entered in a register regularly inspected and the register must be kept up to date. Erected scaffolding must always have a inspection tag.

2.23.6 An approved fall protection plan must be available and adequate fall protection equipment provided. It must be submitted as part of the contractor's safety file documents, as applicable.

2.24 HOURS OF WORK

2.24.1 Contractors who perform work outside the normal working day hours, that is, 06h00 to 17h00 or on weekends or statutory holidays shall make prior arrangements with the person responsible for the contract (Line Manager), who shall in turn inform the IMS Department and Security Department.

2.25 SUPERVISION AND EMPLOYEE COMPETENCE

2.25.1 Contractor's employees will not be allowed to work without adequate supervision.

2.25.2 Contractors must be able to produce proof of their employees' competence in terms of the OSH Act.

2.26 HAZARDOUS SUBSTANCE CONTROL

2.26.1 The Contractor, through the safety file, shall furnish the Line Manager with Material Safety Data Sheet (MSDS) of all chemical substance.

2.26.2 *The Contractor must ensure that a comprehensive risk assessment is conducted, documented. Train all employees handling hazardous substances and inform them on all risks including precautions to be taken.*

2.26.3 Before the use of any substance listed as a Hazardous Substance, the contractor shall ensure that the employees are adequately and comprehensively informed and trained with regard to -

- a) The potential source of exposure.
- b) The potential risk to health caused by exposure.
- c) The measures to be taken by the Contractor to protect an employee against any risk or exposure
- d) The precautions to be taken by an employee to protect himself/herself against the health risk associated with exposure, including the wearing and

- use of protective clothing and respiratory protective equipment;
- e) The safe work procedure regarding the use, handling, storage labeling and disposal of the hazardous chemical substance at the workplace;
- f) Procedures to be followed in the event of spillage, leakages or any similar emergency which could take place by accident.
- g) ***The importance of medical surveillance prior to employment to identify any exposure. If employee has been certified "unfit for work" by the Occupational practitioner (doctor/nurse), the Contractor shall not permit the employee to work. Records of medical surveillance must be kept by the Contractor.***
- h) ***The necessity of good housekeeping and good personal hygiene at the workplace including safety, health and environmental practices.***
- i) ***The importance of maintenance, correct use and safety of equipment, facilities and control measures provided.***

2.26.4 The Contractor shall give written instructions on procedures contemplated in (c) to (f) to Line Manager.

2.26.5 In the event of being engaged in the demolition or alteration of any structure containing asbestos, a copy of the plan of work submitted to the Factories Inspectorate.

2.26.6 *In the event a Contractor transports hazardous substances (e.g. fuel, acids, paraffin etc.) at RES Corporation premises/sites, the Contractor must ensure that:*

- a) A license and/or permit for transportation of hazardous substances is in place and valid in accordance with Eswatini legal requirements for transporting such hazardous substances.***
- b) Compliance to all Eswatini legal requirements regarding storage, labelling, handling, disposal and transportation of hazardous substances is adhered to at all times including RES Corporation requirements.***
- c) All employees involved in the transportation of hazardous substances must be trained and issued with written emergency processes and Material Safety Data Sheet (MSDS) whilst transporting the hazardous substance inside and outside RES sites.***



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- d) The vehicle and /or container in which the hazardous substance is stored or transported must be clearly identified, labelled and classified in accordance with Eswatini legal requirements and RES requirements.***

2.26.7 Installation & Operation of Hazardous Substance Infrastructure

Before installing a hazardous infrastructure at RES Corporation premises/sites, the Contractor shall ensure that:

- a) A written permission to install a hazardous infrastructure is obtained from RES Corporation responsible Line Manager.***
- b) Drawings of the hazardous infrastructure are in accordance with Eswatini legal requirements including RES requirements and they must be issued to the RES responsible Line Manager for acceptance.***
- c) A license and /or permit to install and operate a hazardous substance infrastructure must be in place including a hazardous substance storage license/permit which shall be in accordance with the requirements of Eswatini legislation.***
- d) A comprehensive risk assessment is conducted and documented. The risk assessment shall include all quality, environment, safety, health risks regarding the structure, electrical installation, buildings, hazardous substance container and operational risks.***
- e) A comprehensive plan for quality control, environment, health and safety is in place and issued to the RES responsible Line Manager.***
- f) All work processes/instructions for operating the hazardous infrastructure are in place and followed at all times.***
- g) Emergency plans and processes in the event of explosions, spillages, fire and/or any similar emergency situations that could accidentally occur are in place.***
- h) Tanks and /or containers for storage of hazardous substances are kept in a bund wall/container (provision of containment in case of spillages) in accordance with Eswatini legal requirements and RES Corporation requirements.***
- i) The entire hazardous infrastructure is inspected weekly and maintained at planned intervals and as and when necessary.***



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- j) During the installation all specifications for quality, safety, health and environment are complied with.*
- k) All electrical installations are in accordance with Eswatini legal requirements and RES requirements.*
- l) All employees are trained and competent on emergency plans, safe work practices and handling of hazardous substances.*

2.27 EMERGENCY PROCEDURE

2.27.1 The Line Manager at RES Manager will brief the contractor on the emergency preparedness and response procedure to be followed in the event of emergencies, for example, fire or explosion.

2.27.2 Fire Response

- a) If there is a fire, notify Security immediately and follow the fire emergency procedure.
- b) On hearing the alarm, personnel to immediately leave the work premises and assembly at a designated "Emergency Assembly Point" until instructed to re-enter the premises.

2.28 POLLUTION PREVENTION

- 2.28.1 Stormwater drains and other drains are not to be used for the disposal of fuels, oils, chemicals and waste matter.
- 2.28.2 Care must be exercised to ensure that there is no possibility of drains becoming obstructed.

2.29 EXPLOSIVES

- 2.29.1 Explosives or percussion tools may not be used on site without the written permission of the RES. Maximum safety precautions must be observed.



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2.30 MOTOR VEHICLE CONTROL AND ACCIDENT PROCEDURE

In accordance with IMS Processes, all contractor vehicles shall be subject to the following:

- 2.30.1 The operators of vehicles must be in possession of a valid driver's license appropriate to the class of vehicle under his control.
- 2.30.2 This license must be carried on his/her person at all times whilst in control of a vehicle.
- 2.30.3 All vehicles must be in a roadworthy condition as determined by duly authorized vehicle inspectors.
- 2.30.4 In the event of an accident the Contractor is advised to carry all such documents as may need to be produced, to prove ownership, valid registration of the vehicle etc.
- 2.30.5 Contractor vehicles must be branded with the contractor's company logo.
- 2.30.6 The person operating a contractor's vehicle must have been authorised to do so and must ensure availability of authority document at all times.
- 2.30.7 Contractor vehicles must be inspected daily, and inspection records always made available.
- 2.30.8 In the event of an accident involving a Contractor's vehicle on RES property, the Contractor shall over and above notifying The Royal Eswatini Police Services, notify the IMS Manager / Officer and RES Security of the accident.
- 2.30.9 The Contractor shall undertake to pay all costs of the accident, should he be found liable for the cause of the accident or having failed to abide by the above stipulated rules.
- 2.30.10 In the event an accident the Contractor is advised to carry all such documents as may need to be produced, to prove ownership, valid registration of the vehicle etc.
- 2.30.11 Only "service vehicles" are allowed into the factory and distillery.
- 2.30.12 RES reserves the right to search persons or vehicles entering or leaving its premises. This will be carried out by the Security Personnel.



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2.31 CRANES, FORKLIFTS AND LIFTING GEAR EQUIPMENT CONTROL

In accordance with IMS Processes and The Factory, Machinery and Construction Works Act of 1972, all Contractor cranes, forklifts and lifting gears shall be subject to the following:

- 2.31.1 The operators of vehicles must be in possession of a valid operator's license/disc appropriate to the class of crane or forklift under his control.
- 2.31.2 This license/disc must be carried at all times whilst in control of the particular equipment.
- 2.31.3 All mobile cranes and forklifts must be in a roadworthy condition.
- 2.31.4 All cranes and forklifts equipment must be accompanied by valid load test certificates prior to engagement on site as proof that they have been thoroughly examined and tested by a competent person.
- 2.31.5 In the event of an accident involving a Contractor's vehicle on RES property, the Contractor shall over and above notifying The Royal Eswatini Police Services, notify the IMS Manager and RES Security of the accident.
- 2.31.6 The Contractor shall undertake to pay all costs of the accident, should he be found liable for the cause of the accident or having failed to abide by the above stipulated regulations
- 2.31.7 In the event of an accident the Contractor is advised to carry all such documents as may need to be produced, to prove ownership, valid registration of the vehicle etc.

2.32 WORK IN CONFINED SPACES

- 2.32.1 Entry shall not be made into any confined space without a permit issued by the responsible person. Any such entry must be in accordance with RES requirements.

2.33 LOCKING OUT OF MACHINERY AND EQUIPMENT

- 2.33.1 The contractor will ensure all machinery and/or equipment being worked on/in is locked out in accordance with the requirements of RES.



2.34 PORTABLE GAS CONTAINERS

- 2.34.1 Contractor shall comply with Regulations as required by the OSH Act.
- 2.34.2 Contractor shall ensure that gas cylinders in use are kept upright and secured (e.g by chain, cage or any other relevant securing system) to prevent falling.
- 2.34.3 It is obligatory to use Flash Back Arresters on all gas cylinders when welding or cutting.
- 2.34.4 All gas cylinders and hoses to be purged when not in use.
- 2.34.5 All gas cylinders to be stored in well-ventilated area.

3 WELLNESS, HEALTH & DISEASE MANAGEMENT

3.1 WELLNESS, HEALTH AND DISEASE MANAGEMENT PROGRAM

RES has a Wellness, Health and Disease Management program in which contractors are expected to participate, by among other things, complying with procedures that have been developed and implemented, providing safety measures in the workplace, and creating an environment that enables continual information flow aimed at keeping contractor employees aware of new developments in preventing and controlling diseases.

- 3.1.1 The Contractor must comply with all RES Wellness, Health and Disease Management procedures.
- 3.1.2 Two voluntary counselling and testing (VCT) Centres have been established on each of the RES estates and render services to all who present themselves or referred to by medical practitioners.
- 3.1.3 Deliberate violation of any of the procedures may lead to the contract being suspended until compliance is assured or cancellation all together of the contract.

4 FOOD SAFETY AWARENESS (FSSC 22000)

RES Sugar Mills and Distillery aim to produce products that are safe for human consumption.

4.1 GENERAL RULES

- 4.1.1 All contractor employees should have undergone medicals to address food safety related risks.
- 4.1.2 Contractors to ensure that their employees do not present themselves to work when suffering from flue, diarrhoea, typhoid, skin rashes, open wounds, ear infections, dysentery and other communicable diseases.
- 4.1.3 Wood, glass and food allergens are not permitted in processing areas including the warehouse.
- 4.1.4 Employees will wear clean, appropriate work clothing and headgear; they shall not present themselves to work in dirty and/or soiled PPE.
- 4.1.5 Contractor Employees will be required to account for all equipment and consumables taken in and out of the plant.
- 4.1.6 Contractors shall not use oil, lubricants and/or greases not approved by the Line Manager.
- 4.1.7 Only tools dedicated to process areas shall be used.
- 4.1.8 Contractors shall ensure that their employees do not handle products whether in-process and/or finished products without approval of the Line Manager.

4.2 HOW DO WE ACHIEVE GOOD FOOD HYGIENE?

- 4.2.1 Eliminate contamination of sugar.
- 4.2.2 Good manufacturing practices.
- 4.2.3 Using appropriate PPE.
- 4.2.4 Controlled access.
- 4.2.5 Pest control programme.
- 4.2.6 Cleaning and sanitation.
- 4.2.7 Laundering of PPE.
- 4.2.8 Ensuring that buildings and premises are kept clean all the time.
- 4.2.9 Conducting inspections and audits.
- 4.2.10 Using food grade lubricants and oils.
- 4.2.11 Using food grade equipment.



4.3 PERSONAL HYGIENE

Contractors are expected to ensure that their employees observe hygiene practices.

- 4.3.1 Take a bath before coming to work
- 4.3.2 Trim hair including facial hair
- 4.3.3 Wash overalls and other PPE
- 4.3.4 Wear clean overalls daily
- 4.3.5 Keep short fingernail
- 4.3.6 Do not wear make-up
- 4.3.7 No jewellery

4.4 HAND WASHING

All employees are expected to wash hands

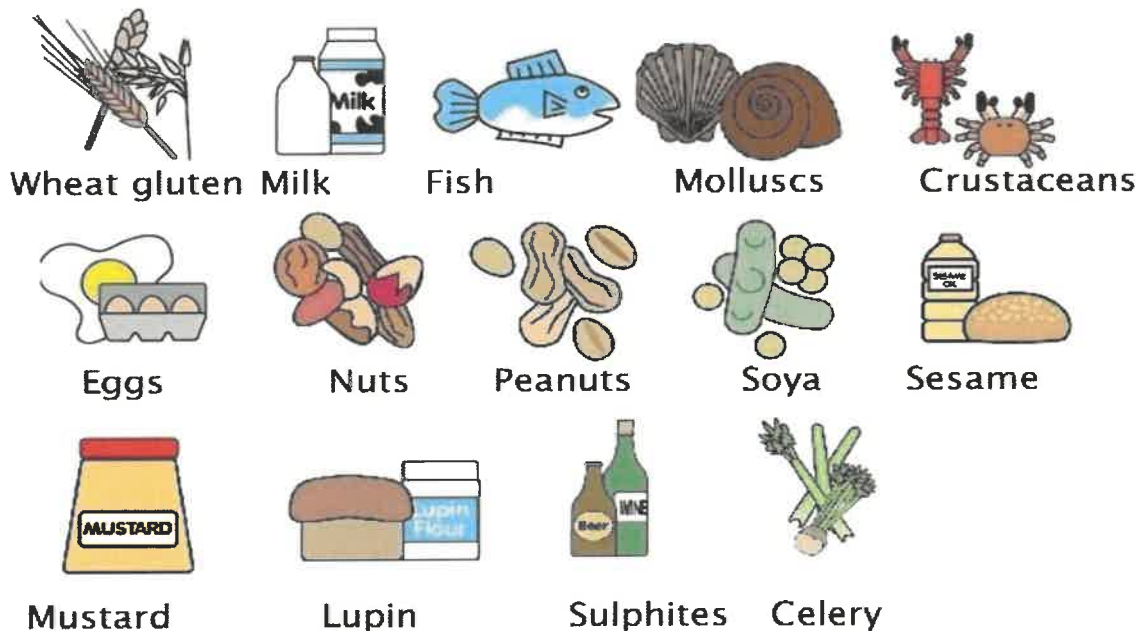
- 4.4.1 Before starting work.
- 4.4.2 Before handling any process equipment.
- 4.4.3 After handling waste.
- 4.4.4 After cleaning duties.
- 4.4.5 After using the toilet.
- 4.4.6 After blowing nose, sneezing or coughing.
- 4.4.7 After eating, drinking or smoking.
- 4.4.8 After scratching body parts
- 4.4.9 After handling contaminated and reject product
- 4.4.10 before eating or handling food
- 4.4.11 before and after treating a cut or wound
- 4.4.12 after touching animals, including pests
- 4.4.13 after handling chemicals

You may use an alcohol-based hand sanitizer when your hands are not visibly soiled.

4.5 ALLERGENS

Contractors must make sure that their employees do not bring food containing allergens to work. Examples of allergens include the following:

14 Allergens



4.6 PEST CONTROL

All pest sightings must be reported by completing the pest sightings form and submitting it to IMS Officer / Clerk / Administrator.

4.7 CLEANING

When cleaning, contractors are to adhere to the guidelines below:

- No wooden handles for production areas
- Colour-coded for different areas: green for production areas
- Cleaned i.e. cleaning of cleaning tools and sanitized
- No natural fibres or steel brushes
- No sponges or porous cleaning devices
- Cleaning equipment is stored off the floor in a clean area



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4.8 EQUIPMENT HANDOVER

- 4.8.1 Contractors shall not start working on any equipment without knowledge and approval of the area's line manager.
- 4.8.2 Once work on the equipment has been completed, the equipment will then be handed over back to production. Equipment shall be cleaned up (free of oil and grease), sanitized, where specified in process sanitation procedures and pre-use inspection.
- 4.8.3 Contractors shall ensure that no tools e.g. spanners, screwdrivers *etcetera* and spares e.g. bolts and nuts are left in the process areas and equipment after maintenance services.

5 QUALITY CONTROL

- 5.1 The Contractor shall ensure that a quality control system based on the requirements of ISO 9001 and any other quality management system to which RES subscribes is implemented.
- 5.2 The contractor shall submit a Quality Control Plan (QCP) to the person responsible for review and incorporation of any additional points, where required.
- 5.3 The contractor shall not proceed with any work until such time as the QCP has been accepted in writing.
- 5.4 All the contractors' personnel shall be suitably qualified for the work undertaken and shall be coded as necessary.

6 ENVIRONMENTAL COMPLIANCE ISSUES

6.1 AIR QUALITY

No person shall install in or on any premises any fuel burning appliance unless such appliance is provided with effective apparatus to limit the emission of particulates to the satisfaction of the Air Pollution Regulations and RES requirements.

6.2 NOISE MANAGEMENT

Noise control measures for incorporation by Contractors in their mitigation plans shall include the following:

- a) Ensure that all potential noise sources will conform to the requirements of RES.
- b) All Contractors equipment shall be fitted with effective exhaust silencers and shall comply with the requirements

6.3 NATURE CONSERVATION

- a) The staff and workforce need to be aware of the sensitive habitats and species found in their surroundings, which should not be disturbed or interfered with.
- b) No indigenous tree may be cut without the approval of RES' IMS Officer-Environmental.
- c) Poaching of animals, birds, fish, or plants is a criminal offence and offenders will be prosecuted accordingly.

6.4 SOLID WASTE MANAGEMENT

Waste is grouped into general or hazardous, depending on its characteristics (refer to Annexure I for a list of hazardous properties) and the classification determines handling methods and the ultimate disposal of the material. Hazardous waste is waste, which has the potential, even in low concentrations, to have a significant adverse effect on public health and/or the environment. This would be on account of its inherent chemical and physical characteristics, such as toxicity, combustibility, corrosiveness, carcinogenicity, or other properties.

The Contractor shall be responsible for the disposal of all waste generated.

6.4.1 SAFE DISPOSAL OF HAZARDOUS WASTE

- a) Hazardous waste may only be disposed of by a registered hazardous waste contractor to a licensed hazardous waste site.
- b) RES IMS Officer - Environmental, must be supplied with a list of all hazardous substances to be generated during the contract and a copy of the procedure to be used for the storage and disposal thereof. Copies of any agreements with hazardous waste removal companies will also need to be provided.
- c) Any hazardous waste generated on site must be stored in a sealed container, which is clearly labelled and stored under lock and key on a concrete bunded floor until a registered Hazardous Waste Contractor collects the containers.
- d) If necessary, the Contractor can consult the IMS Officer – Environmental to make a request to transfer small quantities of hazardous to the Facility for Temporary Storage of Hazardous Waste at the Simunye Landfill site.
- e) Records of the volumes of hazardous waste generated during the contract period need to be recorded and documented evidence of its disposal to a licensed hazardous waste site produced to RES.

6.4.2 SAFE DISPOSAL OF GENERAL WASTE

- a) Non-hazardous materials may only be disposed of in the designated sites. Contractor should find out from the RES representative. (refer to map in annexure L).
- b) It is the responsibility of the contractor to ensure that all the staff and the workforce know the correct location and procedures for waste disposal while on the premises of RES Corporation.
- c) The dumping of waste in an undesignated area will be viewed as a serious disregard to the terms and conditions of the contract. Contractors will be kindly requested to remove waste dumped at the wrong site to the correct one.



ANNEXURE A

CONTRACTORS INDEMNITY APPOINTMENT AND ACKNOWLEDGEMENT

1. I/We _____ (Name)
.....
of (Company)....., being the Contractor. Acknowledge having received a copy of the Royal Eswatini Sugar Corporation (RES) - "Agreement and Rules for Contractors".
2. The Contractor(s) by their signatures hereto do hereby unreservedly and irrevocable indemnify The Royal Eswatini Sugar Corporation Limited (hereinafter called RES) and hold it blameless against all and any clause demands, actions, cause of action and suits at law which may be made or instituted against it in respect of:
- a) Any injury by the Contractor and/or their employees
OR
 - b) Any damage caused to RES property by the Contractor and/or their employees including any loss of such property from whatsoever cause while on the premises of the Company.
3. Code of Conduct
Any Contractor who does any act which is regarded as an offense in accordance with the RES' Employee Relations (ER) Policy Manual, shall be subjected to disciplinary action.

MANAGER/OWNER/AGENT, ETC

PLACE

ACCEPTED BY:

NAME

SIGNATURE

DATE: -----



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ANNEXURE B

HSE VIOLATIONS MATRIX

Item	Violations	Employee			Supervisor			Contractor
		Warning	Final Warning	Dismissal	Warning	Final Warning	Dismissal	Halt Operations
1	Failure to perform Pre – Task Risk Assessment *		√	√	√	√	√	√
2	Working without a permit to work *	√	√	√				
3	Failure to close off permits *	√	√	√	√	√	√	
4	Use of defective tools and equipment *		√	√				
5	Unauthorized use of tools and equipment *		√	√				
6	Failure to secure tools and equipment leading to unauthorized use.	√	√	√				
7	Using defective tools *	√	√	√				
8	Working at Elevated areas without use of Fall Protection and Arrest Systems *			√	√	√	√	√
9	Working on scaffold not planned and tagged by authorized person *	√	√	√	√	√	√	√
10	Working on and using a step ladder unsafely *	√	√	√				√
11	Entry into Confined Space without authorization *			√	√	√	√	√
12	Use of lifting equipment and tackle that has not been certified. *		√	√			√	
13	Failure to follow safe work method *		√	√	√	√	√	√
14	Failure to use provided and appropriate Personal Protective Clothing & Equipment	√	√	√				
15	Failure to manage & control work area resulting in exposure of other persons to hazards. *		√	√	√	√	√	√
16	Failure to report injury incident within stipulated time		√	√				
17	Carrying out hot work without authorization *		√	√				
18	Undertaking hot works without readily available portable fire suppression equipment i.e., fire	√	√	√				
19	Failure to carry out and record 30min fire watch				√	√	√	
20	Unsafe disposal of chemical substances *		√	√	√	√	√	
21	Unbecoming conduct such as horseplay, heckling & mock sparring	√	√	√				
22	Smoking in non-designated smoking area		√	√				
23	Failure to isolate and lock out equipment that may pose a hazard if not isolated *			√		√	√	√
24	Unauthorized or irresponsible use of cell phone	√	√	√				
25	Reporting to duty under the influence		√	√				
26	Failure to undertake regular toolbox talks appropriate to scope of work and engineering				√	√	√	
27	Employment of staff outside or near RES property				√	√	√	
28	Employment of staff already banned from RES *					√	√	√
29	Non-disabling injuries				>5	>10	>20	√
30	Disabling injuries					>3	>5	√
31	Fatalities						>1	√
32	Failure to maintain safety file/registers which include audits, equipment inspections, PPE checks, vehicle inspections, employee registers, First aid box, inspections, etc.	√	√	√	√	√	√	√



ANNEXURE C

LIST OF EMPLOYEES STAFF, JOB TITLE AND QUALIFICATIONS

Employees performing activities that have an effect on quality, occupational safety & health and impact on the environment shall be competent on the basis of appropriate education, training and/or experience. Appropriate qualifications and experience are to be listed for every employee.

Contractor's personnel on site							
No.	Name (PRINT)	ID number	Position	Qualification	Experience	Signature	Approved (√)/Yes /No
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
21.							
22.							
23.							

RES Acceptance:

Signature Line Manager:

Date:...../...../.....



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ANNEXURE D

CONTRACTOR SAFETY FILE REQUIREMENTS

(NB. THIS FORM SHOULD BE IN DUPLICATE: 1st TOP COPY TO PERSON ENTERING, 2nd COPY TO SECURITY FOR RECORD PURPOSE)

NAME OF CONTRACTOR: _____

No.	Document	Available (√)/X/N/A	Comment
1.	IMS Rules and regulations for contractors		
2.	Valid Workman's compensation/letter of good standing		
3.	Labour compliance certificate		
4.	Method statement for the job to be done		
5.	Risk assessment		
6.	Number of Employees		
7.	Copies of Employee IDs		
8.	Medical fitness certificates for all the employees		
9.	Record of PPE issuing		
10.	Training certificates – relevant to the job to be done		
11.	Competent person / Approved service provider certification (AIAs, LMIs, LMEs etc.) - where applicable		
12.	Incident/Accident register		
13.	Training certificate – Safety Officer		
14.	Appointment letter – Safety Officer		
15.	Training certificate – First Aider		
16.	Appointment letter – First Aider		
17.	Appointment letter – Supervisor		
18.	Toolbox checklists (where applicable)		
19.	Portable electrical tools register (where applicable)		
20.	Welding machines inspection register (where applicable)		
21.	Lifting equipment inspection register (where applicable)		
22.	Flame cutting equipment inspection register (where applicable)		
23.	Equipment checklist (all other equipment)		
24.	Toolbox talk register		
25.	Safety inspection records by Safety Officer		
26.	MSDS for chemicals – where applicable		
27.	Temporary Residence Permits – where applicable		
28.	Construction Industry Council registration certificate, where applicable		

WE CONFIRM THAT WE HAVE CHECKED THE SAFETY FILE AND FOUND IT TO BE ADEQUATE.

Responsible Line Manager Name:	
Signature	
Date	

Contractor Representative Name:	
Signature	
Date	

IMS Officer/Manager:	
Signature	
Date	

***The completed form must be submitted to IMS together with the Safety File prior to induction.**



ANNEXURE E

[NB: Only to be used if appropriate authority has been obtained to use RES' tool store.]

TOOL STORE LIABILITY AGREEMENT

I,(print name) having been

given permission by, (RES' Line Manager / Tool Store Personnel) for the use of tools and equipment from the Tool Store, hereby acknowledge that I shall be held fully responsible for the loss or damage of any tool, item or equipment drawn by myself or persons reporting to me from the Tool store.

I further acknowledge that I shall be liable for the recovery/replacement of such item thereof.

SIGNATURE:DATE:.....
(FOR CONTRACTOR)

SIGNATURE: DATE:.....
(TOOL STORE PERSONNEL)

Attach separate tool register form for Contractors to this document.



ANNEXURE F1

i. APPOINTMENT OF RES LINE MANAGER

MANAGEMENT RESPONSIBILITY

Any Manager employing the services of any Contractor shall ensure the following:

- 1.1 Particulars and details of the contractor.
- 1.2 Ensure Contractor signs Indemnity Agreement.
- 1.3 Ensure copies are submitted to IMS Department
- 1.4 Ensure that all legal requirements and other compliance obligations of RES are complied with.
- 1.5 *Line manager to assess and approve the contractor safety file***

NAME:

SIGNATURE: **DATE:**

LINE MANAGER



ANNEXURE F3

iii. APPOINTMENT OF IMS PERSON

IMS SECTION RESPONSIBILITY

It will be the **primary** responsibility of the **Line Manager** to assist Contractors and Management in controlling their own work environment in order to minimize the probability of an incident, which could result in injury, fire, property damage or loss, environmental harm, recall of product. The IMS Office shall ensure:

- 1.1 In conjunction with Inventory list from Security, inspect the condition of all Contractors tools and equipment entering the premises.
- 1.2
- 1.3 Carry out inspections and audits of Contractors work areas on site.
- 1.4 Ensure safety, quality and environmental standards are complied with.
- 1.5 Ensure that all legal requirements and other compliance obligations of RES are complied with.

NAME:

SIGNATURE: **DATE:**.....

IMS OFFICER / MANAGER

ANNEXURE G

MINIMUM REQUIREMENTS FOR MEDICALS FOR CONTRACTORS WORKING AT THE MILLS AND DISTILLERY

[NB: Only to be completed by contractors working at Sugar Mills or Distillery]

In addition to generic fitness tests the below shall be conducted

1. Vision Screening
2. Audiometric Tests
3. Lung Function

I _____ acknowledge that I have completed the tests for

Name of test	Place where test was done	Date when test was completed
Vision screening		
Audiometric tests		
Lung function		

and was found by the medical practitioner to be fit for work.

SIGNATURE: DATE:.....
 (EMPLOYEE)

SIGNATURE: DATE:.....
 (FOR CONTRACTOR)

Attach separate medical report for employee to this document.

ANNEXURE H

HAZARDOUS PROPERTIES

H1 "Explosive": substances and preparations which may explode under the effect of flame or which are more sensitive to shocks or friction than dinitrobenzene.

H2 "Oxidizing": substances and preparations which exhibit highly exothermic reactions when in contact with other substances, particularly flammable substances.

H3 A "Highly flammable": - liquid substances and preparations having a flash point below 21°C (including extremely flammable liquids), or - substances and preparations which may become hot and finally catch fire in contact with air at ambient temperature without any application of energy, or - solid substances and preparations which may readily catch fire after brief contact with a source of ignition and which continue to burn or to be consumed after removal of the source of ignition, or - gaseous substances and preparations which are flammable in air at normal pressure, or - substances and preparations which, in contact with water or damp air, evolve highly flammable gases in dangerous quantities.

H3 B "Flammable": liquid substances and preparations having a flash point equal to or greater than 21°C and less than or equal to 55°C.

H4 "Irritant": non-corrosive substances and preparations which, through immediate, prolonged or repeated contact with the skin or mucous membrane, can cause inflammation.

HS "Harmful": substances and preparations which, if they are inhaled or ingested or if they penetrate the skin, may involve limited health risks.

H6 "Toxic": substances and preparations (including very toxic substances and preparations) which, if they are inhaled or ingested or if they penetrate the skin, may involve serious, acute or chronic health risks and even death.

H7 "Carcinogenic": substances and preparations which, if they are inhaled or ingested or if they penetrate the skin, may induce cancer or increase its incidence.

H8 "Corrosive": substances and preparations which may destroy living tissue on contact.

H9 "Infectious": substances containing viable micro-organisms, or their toxins which are known or reliably believed to cause disease in man or other living organisms.

H10 "Teratogenic": substances and preparations which, if they are inhaled or ingested or if they penetrate the skin, may induce non-hereditary congenital malformations or increase their incidence.

H11 "Mutagenic": substances and preparations which, if they are inhaled or ingested or if they penetrate the skin, may induce hereditary genetic defects or increase their incidence.

H12 Substances and preparations which release toxic or very toxic gases in contact with water, air or an acid.

H13 Substances and preparations capable by any means, after disposal, of yielding another substances, e.g. a leachate, which possesses any of the characteristics listed above.

H14 "Ecotoxic": substances and preparations which present or may present immediate or delayed risks for one or more sectors of the environment.



ANNEXURE I

CODE OF ETHICS

1. Employment is freely chosen

- 1.1 There is no forced, bonded or involuntary prison labour.
- 1.2 Workers are not required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice.

2. Freedom of association and the right to collective bargaining are respected

- 2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. Working conditions are safe and hygienic

- 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.



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4. Child labour shall not be used

- 4.1 There shall be no recruitment of child labour. Children and young persons under 18 shall not be employed.
- 4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 4.3 These policies and procedures shall conform to the provisions of the relevant International Labour Organization (ILO) standards.

5. Living wages are paid

- 5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned.
- 5.4 All disciplinary measures should be recorded.

6. Working hours are not excessive

- 6.1 Working hours must comply with national laws, agreements, and the provisions of 6.2 to 6.8 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on international labour standards.
- 6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week. *
- 6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment.



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- 6.4 Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.
- 6.5 The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by clause 6.6 below.
- 6.6 Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all of the following are met:
- a) this is allowed by national law.
 - b) this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce.
 - c) appropriate safeguards are taken to protect the workers' health and safety; and
 - d) the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 6.7 Workers shall be provided with at least one day off in every seven-day period or, where allowed by national law, two days off in every 14-day period.

7. No discrimination is practiced

- 7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

8. Regular Employment is provided

- 8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- 8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or homeworking arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

9. No harsh or inhumane treatment is allowed

- 9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.



ANNEXURE J

RES INDEMNITY AGREEMENT

I (Print Name), Representing the Contractor (Company Name)....., having been given permission for purposes of contractual work to enter the property managed by The Royal Eswatini Sugar Corporation (RES), and recognizing the inherent hazards that exist in an Industrial Plant, premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against RES or any of its employees in the event of any loss, accident or injury whether fatal or otherwise, occurring to me or my property whilst on the said site and whether such loss, injury, accident or damage is a result of any negligent act or omission on the part of RES or any of its Employees or other independent Contractors or is as a result of the use of defective materials or equipment by RES or any human or Mechanical error, default or failure occurring on the said property or whether such accident or injury or damage occurs from any cause whatsoever, nothing at all excepted and that further, I hereby hold RES blameless for any loss, accident or injury, whether fatal or otherwise occurring to other persons through and by way of the said contractual work.

Further, I,(Print Name) hereby agree to accept in full and sign the below indemnity in favor of RES and I certify that I have explained the indemnity to all those persons, who are involved, in whatever capacity, in the said contractual work, and they affix their signature in acceptance of same and I further agree to present any persons who may come to work on the Contract at any later date so that they may sign the indemnity.

Further to the aforesaid, I have made those employees, as listed below, aware of the IMS Rules and Regulations for Contractors as required by RES as of this date. The importance of all the IMS requirements has been explained to them, and hazards associated have been stressed.

NAME:.....

SIGNATURE:.....

DESIGNATION:.....

DATE:.....

PLACE:



ROYAL ESWATINI SUGAR CORPORATION
INTEGRATED MANAGEMENT SYSTEM

ANNEXURE K

**EMPLOYEES ACKNOWLEDGEMENT OF IMS RULES, REGULATIONS and
INDEMNITY AGREEMENT**

I _____ the employee agree that RES Indemnity agreement as well as all the IMS Rules and Regulations have been explained to me, and I understand and am aware of the implications thereof. I further agree that I understand the requirements of this document and the associated hazards have been stressed.

DATE:.....

PLACE:

ANNEXURE L

Sites for disposal of mill ash, garden waste and builder's rubble at Mhlume





ROYAL ESWATINI SUGAR CORPORATION
INTEGRATED MANAGEMENT SYSTEM

