 Eskom	Scope of work	Generations
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Title **Provision of Unit 1-6 cleaning services for the offices and ablutions at Kriel Power Station for a period of 5 years** Document Identifier **555-FSM2042**

Alternative Reference Number

Area of Applicability **Eskom Holdings SOC Ltd**

Functional Area **Kriel**

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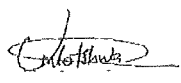
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Functional Responsibility

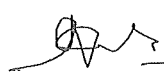
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Date **09/09/2024**

Date **09/09/2024**

Date **09/09/2024**

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1. Introduction

The contract includes the provision of Unit 1-6 Cleaning services for the Offices and ablutions at Kriel Power Station Project for the period of 5 years from 01 April 2025 to 30 March 2030

The Kriel Power Station is situated approximately halfway between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town

2. Support Clauses

2.1 Scope

The scope of work entails the cleaning of Unit 1-6 offices and ablutions at the Kriel Power Station Project and it is outlined as follows

- a) The Contractor shall provide office cleaning and ablution services for Unit 1-6 as directed by the Employer
- b) The contractor will be responsible for the planning and design of the cleaning activities and supply and delivery to site of all cleaning equipment, materials and service needed during cleaning
- c) The contractor shall supply their own offices, appropriate storage facilities for cleaning equipment and chemicals Eskom will provide the power supply
- d) The cleaning contractor should take note that Kriel Power station has a duty to achieve or sustain 5 star NOSA rating of which housekeeping plays a major role on, thus reliance will be on this contract
- e) Cleaning staff shall at all times be presentable (wearing PPE) and conduct themselves in accordance with Kriel power station accepted practices
- f) The Contractor shall ensure that all kitchens are cleaned daily, washing of dishes and emptying of dust bins included All cutlery, crockery and dish cloths to be washed after use
- g) The Contractor shall maintain, stock, refill toilet tissue holders, SHE Bins, toilet-seat sanitizer, soap trays, cleaning agents, floor mats, air fresheners dispensers, urinal cleaning systems, cleaning of chairs and such other supplies as required to perform the cleaning services
- h) The Contractor shall supply floor rubber mats and toilet brushes as and when required These equipment shall remain Eskom property post contract completion
- i) The contractor will be responsible for
- j) The Contractor shall ensure that cleaning and hygiene supplies are adequate to service approximately
- k) The Contractor shall wash chairs wash couches, floor stripping and wash floor mats
- l) The Contractor shall provide two set of PPE's at the start of the contract and one set of PPE's annually for all employees
- m) The Contractor shall provide all labour cleaners, supervision x 2, SHE officer x 1 and site manager x 1, equipment, tools, supplies and materials to perform the general office cleaning and janitorial services complete as specified herein

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Cleanliness

- a) The objective of the industrial cleaning contract is to achieve and maintain clean and safe plant. The activities indicated in the unit cleaning scope are an employers' estimate of activities and intervals needed to achieve clean plant. It remains responsibility of the contractor to ensure that these estimates are sufficient and to adjust these estimates whenever necessary and ensure clean plant.
- b) Control sheets to be completed and signed by the Supervisor to ensure that all areas are in order.

Amendment of scope of work or schedule

Eskom may at any time amend, alter the scope or extend the service and the contractor shall be obliged to execute such amendments.

Should such variation or amendment result in the contractor incurring additional cost, Eskom shall be obliged to compensate the contractor for the reasonable cost thereof should such a variation or amendment have the effect of a cost to the contractor, then the contractor shall be obliged to pass a reasonable part of these costs on to Eskom.

Should such modification or variance occur, then the modification must be confirmed in writing by Eskom, and the proposed contract be amended accordingly before payment will be effected.

Industrial cleaning philosophy

Industrial cleaning contractor should utilize mechanical cleaning methods only

In those areas when mechanized cleaning is not possible or the installed machinery does not allow for these, manual cleaning methods are to be applied. There is a station drive to reduce the consumption of water in a case when the equipment of the supplier is defective or out of service for whatever reasons, the supplier will be expected to fix the equipment if possible or alternatively provide another within forty-eight hours.

The contractor should submit a clear cleaning method statement as a tender returnable

The method statement should include the following in detail:

- The number of the people allocated to various plants
- Frequency of cleaning for each area of the plant
- Industrial cleaning equipment that will be utilized for the areas including portable industrial vacuum plant
- Quality control plan
- Restricted areas, because of the dangers associated and regulatory requirement, will be cleaned under supervision of authorized persons only.

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- Due to the following challenges, excessive PF leaks , dry duct leaks , water leaks , coal bunker leaks , ash and coal spillages , the contractor should ensure that such areas are cleaned twice
- Supervisor to report all defects weekly

Plant and equipment philosophy

Not with standing the following philosophies , the contractor is encouraged to propose improved methods over and above the indicated equipment philosophies

Cleaning plant and equipment must be highly reliable , robust, self-sustaining and not be dependent on prolonged recharging of its power resources as a part of this philosophy the following types of equipment will be taken into consideration

- T15 battery powered industrial scrubber – 056Kw
- Portable industrial vacuum plan – 2 2kw to 4kw

The contractor should take note that Kriel power station will not be supplying the below stated equipment to the project/contract. However cleanliness cannot be possible without the following

- Industrial rubber brooms and feather dusters
- Rubber squeezer
- Personal protective equipment
- Toilet brushes
- Mops and buckets
- Clothes
- Chemicals

Contractors should be aware that there are no restrictions in terms quantity of equipment to be supplied

Consumables

- The contractor must supply all cleaning equipment, chemicals and consumables, which must be listed. Except as otherwise expressly provided herein, the contractor shall supply all labor , supervision , tools , equipment and consumable materials , and each and every item of expenses necessary for the performance of the work , which shall include but not limited to the scope as defined in the specification of scope
- Delivery note for all chemicals to be submitted to the contracts manager

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Resource requirement

- All resource requirements will remain flexible to increase or decrease during the contract period with corresponding rate changes
- The resource shall be controlled by Eskom operating support managers and operating support contract supervisors

Working hours

All plant cleaning activities must be based to accommodate the Kriel Power station working hours as follows

Office hours

Monday to Thursday 07h00 -16h15

Friday 07h00 to 12h00

Saturday, Sunday and Holidays 07h00 to 14h00

Provision should be made in the schedule of prices for work Saturday, Sunday and Holiday between the times scheduled. Provision for standby allowance should be made for employees whole will be available on daily basis after hours in case of spillages and cleaning of hang ups inside the precis. The overtime incurred thereof will be paid by the provisional sum in the price list.

No overtime claims shall be made by the contractor or paid by Eskom whatsoever prior approval of such overtime by Eskom.

2.1.1 Purpose

The purpose of this document is to define the user requirements specifications for the provision of safe and cleaning of Unit 1-6 offices and ablutions for Kriel Power Station.

2.1.2 Applicability

This document shall apply to Kriel Power Station.

2.1.3 Effective Date

This work instruction will be effective from the date of authorisation.

2.2 Normative/Informative References

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

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2.2.1

[1] ISO 9001 Quality Management Systems

[2] OHSAS 18001 2007/ ISO 45001 2018, Occupational Health and Safety Management systems

2.2.2 Informative

[3] ISO 9001 Quality Management Systems

[4] ISO 14001 (Environment)

2.3 Definitions

Definition	Explanation
Supplier	a company, person that provides service or need, especially over a long period of time
Contractor	a person or company that signs a contract to supply materials or workers to perform a service
Supply Manager	is an individual in a company responsible for the management and administration of contracts, as well as processes

2.3.1 Document:

Description of the service

Provision of a cleaning services for offices and ablution facilities in unit 1-6 at Kriel Power Station for a period of 5 years

Please note according to Eskom daily means the area must be kept clean at all times (Continuously)

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Cleaning Services Based on the Scope
Unit 1-6
Ground floor toilets Unit 1-6 Ash Plant (80m2)
Transfer Silos (Materials Plant)- 6 rooms (Unit 1-6) (425m2) (Note Unit 1 Open & Unit 2-6 Locked)
Units 1,3&5
Lifts Unit 1,3&5
PCB Ablutions unit 2 & 4 (120m2)
Unit 1
Unit 1-18M Level Performance and Testing Office (490m2)
Unit 1 - Offices, toilets, Kitchens Electrical Desk, 103 Control Room & Supervisors Offices 15m (490m2)
Unit 2
Unit 2 - CID Workshop, 104 Offices, Toilets, Tearoom 15m (490m2)
Unit 2 - PT&M Offices, OPS Outage Offices Toilets, tearoom 12m (490m2)
Unit 2 - Contractor eating site (8ML) 490m2)
Unit 2 Ash Plant Cabin (16m2)
Unit 3
Unit 3 - Small Control Room, Kitchen, Toilet, Showers, Supervisor Office - 15ML (490m2)
Unit 3 - New Control Room 18ML Floor, Kitchen, Toilets, Viewing area, Smoking area, Stairs (490M2)
Unit 4
Unit 4 Ash Plant Cabin (16m2)
Unit 4 CID Offices, Toilets, Showers, Tearoom 15ML (490m2)
Unit 4 Toilers 18ML (490m2)
Unit 4 Production Managers, OPS Support, SST, OLD Senior Offices, Toilets, Showers, Kitchen - 12ML (490m2)

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Unit 5
Unit 5 Boiler Engineering Offices, Toilets, Kitchen 18ML (490)
Unit 5, Small Control Room, Toilets, Kitchen, Supervisors Office 15ML (792m2)
Unit 5 Contractor Eating Site 18ML (490m2)
Unit 6
Unit 6 OPS Training, Offices, Toilets, Showers Kitchen, Classrooms - 15ML (490m2)
Unit 6 - Classrooms, Toilets, Kitchen 12ML (525m2)
Unit 6 Sootblower Workshop, Kitchen, Toilets and Office 18ML (490m2)
Unit 6 Rotek Valves Workshop (586m2)
Transfer Silos Materials Plant (Unit 1-6) 425m2 for all units
Outside Plant Control room , Toilets & Showers , Tea- room, Production Managers offices, conference room (230m2)
Statin cleaning workshop (230m2) Unit 2&4 cabins Ashplant cabins (16m2) each Lift Unit 1 ,3 &5
Permit Required AREAS for Once a Month Cleaning per prior arrangement (Size per unit 262m2)
NEW Equipment Room Unit 1
NEW Equipment Room Unit 2
NEW Equipment Room Unit 3
NEW Equipment Room Unit 4
NEW Equipment Room Unit 5
NEW Equipment Room Unit 6
PCB Ablutions Unit 2and Unit 4 (120m2) - continuously
Carpets (1250m2) and Upholstery (Chairs) (5166) - On request

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List of Chemicals	
Units	
<ul style="list-style-type: none"> Floor stripper Floor polish 24% All-purpose cleaner Dishwashing liquid Bleach Tile Cleaner Super bowl cleaner Deep cleaning chemical Pine gel 	Original Sunlight liquid 500 ml (SABS 1828)
EQUIPMENT LIST	
<ul style="list-style-type: none"> Brooms (House hold broom) Mops (Mop handle geerpress 1.5m) Mop (head geerpress) Trolleys (20L basket with divider & wringer) Further duster Buffing machine and pads Dish washing clothes (Mutton cloth) Stripping machine Floor rubber mats as and when requested 	<ul style="list-style-type: none"> Caution boards Indoor squeezers (for windows) Dusting cloths Rubber gloves Hoover Dust pans Toilet brushes for all the ablutions as and when requested Refuse bags

- Contractor to keep on record material data/safety sheets of the different batches of purchased consumables and to be available on request of the Service Manager to verify acceptable products

Equipment For Supply And Installation On An As And When Required Basis

The facilities are currently equipped and when required to be replaced it will be expected from the contractor to provide and install

1	Toilet brushes with holder
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2	Floor rubber mats – non slip backing (Grey or black) Matall Front door mat(29 5 x 17 5IN
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- a) No contractor name stickers/names on equipment (only manufacturer as from off-the- shelf)
This will remains the property of Kriel Power Station

The Contractor shall comply with the minimum cleaning schedule provided below

Office Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and Industrial rinsing equipment
• Polishing	2 x per week	Non Skid Polish
• Vacuuming (carpets only)	2 x Per Week	Vacuuming Machine
Walls	Weekly	Chemicals
Windows & Window Sills	Weekly	Chemicals
Doors, Doorframes and Handles	Weekly	Chemicals
Furniture	2 x Per Week	Furniture Polish
Furniture Disinfection	3 x Daily	Chemical
Waste Bins	3 x Daily	Plastic Bin Liners and Wipe

Cleaning of chairs	Quarterly	Chemical and Industrial rinsing equipment
Maintenance of mats	4 x a year	Chemical and Industrial rinsing equipment
Ablution Facilities	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	2 x Daily	Chemicals and Industrial rinsing equipment
Walls	Weekly	Chemicals
Windows & Window Sills	Weekly	Chemicals
Furniture	2 x Per Week	Furniture Polish
Waste Bins	3 x per Day	Plastic Bin Liners and Wipe
Kitchen Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	2 x per Day	Chemicals and Industrial rinsing equipment
• Polishing	Daily	Polish
• Stripping	Quarterly	Chemicals
Walls	Weekly	Chemicals
Windows & Windowsills	Daily	Chemicals
Doors, Doorframes and Handles Disinfections	3 x per Day	Chemicals

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Waste Bins	3 x per Day	Plastic bin liners and Wipe
Basin	3 x Per Daily	Cloth and Chemicals
Dishes	3 x Per Week	Cloth and Chemicals
Boardroom Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and Industrial rinsing equipment
• Polishing	Daily	Non Skid Polish
• Stripping	Quarterly	Chemicals
Walls	Weekly	Chemicals
Windows & Window Sills	Daily	Chemicals
Doors, Doorframes and Handles Disinfections	3 x Per Daily	Chemicals
Waste Bins	Daily	Plastic bin liners and Wipe
Storeroom Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Weekly	Broom
• Mopping	Weekly	Chemicals
Doors, Doorframes and Handles Disinfections	Weekly	Chemicals
Windows, Window Sills & Shelves	Weekly	Chemicals
Cleaning of Chairs	Quarterly	Chemicals and Vacuum Machine
Access Areas	Frequency	Cleaning Method
Stripping of floor	2 x a year	Chemicals and Industrial polishing machine
Cleaning of chairs	1 x a year	Chemicals and Industrial rinsing equipment
Continuously		
Dust all horizontal surface to height of two (2 meters)		
Dust accessible high ledges and fittings		
Dust all vertical surfaces (walls (cabinets)		
Wipe all the telephones		
Dust blinds and windows		
Dust light and light fittings		
Empty and clean all waste receptacles/bins kitchen		
Clean and sanitize all bowls ,basin		
Clean mirrors		
Clean and polish all bright metal fitting		
Clean walls, doors handles		
Washing the dishes with the dishwasher		

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Mop the floors		
Work done by additional night shift workers		
Unit 1 – 5 Toilets , kitchens – 15ml		
Unit 1 – 15ml		
Unit 3 – 15 and 18 ml		
Unit 4 – 15ml		
Unit 5 – 5ml		

2.4 Abbreviations

Abbreviation	Explanation
OHSAS	Occupational Health and Safety Management systems
SHEQ	Safety Health Environment and Quality
SD&L	Supplier Development and Localisation
EMP	Environment Management Plan

The following sections contain specific functions within each of the following roles and responsibilities related to the execution of the works, but is not limited to below

2.4.1 The Contractor

1.4.1.1 Ensure compliance to all requirements within this document

1.4.1.2 Provide training and create awareness to their employees

2.4.1.1 Provides the Eskom Standards and Procedures

Compliance Monitoring

Management meetings

The following requirements for conducting and monitoring the services will apply to the Works. The Contractor shall actively participate in and adhere to the Employer's requirements and other procedures initiated for the purpose of maintaining the Cleaning services. The Contractor shall attend the Site meetings when deemed required by the Employer.

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

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Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Operations meeting	Monthly	Canteen boardroom	Eskom representatives and the contractor representatives
Safety meetings	As and when required	TBA	Eskom representatives and the Contractor representatives
Contractual meetings	Once a month	Eskom Premises	Eskom representative and Management
Risk register and compensation events	Monthly	Operating Support offices	Employer, Contractor and Supervisor

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

- Attendance of meetings as required by Service Manager such as
 - Kriel Power Station *Contractors Safety Meeting* (monthly)
 - Departmental Safety Meetings (monthly)
 - Section daily meetings (Plant Focus Meetings)
 - Any meeting requested by the *Employer* or *Contractor*

The Employer's Supervisor or representative shall be entitled to request the Contractor to provide additional reports when in his/her opinion they are warranted to monitor the progress.

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2.5 HEALTH AND SAFETY, THE ENVIRONMENT AND QUALITY ASSURANCE

2.6 Health And Safety Risk Management

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property, warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*, and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing

The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing

2.7 Environmental constraints and management

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements

NB Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the *Contractor* shall comply with during the works. The service provider together with Eskom's Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement is reached

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The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advices.

The EMS shall clearly cover the following areas as per ISO 14001,

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by *Service Manager*) as well as emergency preparedness and response procedures/plans
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation), this should also be documented within the monthly environmental site inspections reports
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents
- Contingency plans

Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved

Audits

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

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2.8 Quality Assurance Requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to the *Project Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to the *Project Manager*. The *Contractor*, in conjunction with the *Project Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to the *Project Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and sub contracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

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Contract Quality Management Plan Requirement:

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year

Quality Control Plan

The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*

The quality control plan indicates the following as appropriate

- The identification of the item
- A list of the sequence of operations including inspections and tests
- The identification of the specification, drawings or procedures for each operation
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number
- The inspections and tests the Contractor has nominated for hold and witness points
- Provision for inspections and tests nominated by the *Service Manager*
- Provision for inspection status indication
- Inspection and test records which are generated by the *Contractor*
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures

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- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

The *Contractor* shall comply with

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under
- b) All *Employer* Safety and Operating Procedures, which are attached hereto

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto

Employer may, at any stage during the currency of this agreement be entitled to

- a) Do safety audits at the *Contractor's* premises, its work places and on its employees
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event

CONTROLLED DISCLOSURE

List of minimum statutory appointments required (where applicable), as required by the OHS Act

OHS Act, Section 16(2) Employer

OHS Act, GMR 2(1)Supervision of Machinery

OHS Act, GMR 2(7)Assist the designated person

OHS Act, CR 6(1) Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)

OHS Act, CR 6(2) Assistant Construction Supervisor

OHS Act, Section 17 Health and Safety Rep

OHS Act, GAR 9 Incident investigation

OHS Act, CR 12 Demolition work

OHS Act, CR 19 Explosive Powered Tools

OHS Act, CR 22 Electrical installations and machinery

OHS Act, GSR 3 First Aiders

Safety Officer

- Develop and Maintain a Safety Risk Programme
- Administer the safety incident reporting systems and check that the reporting, recording and investigation systems are in compliance with statutory and all Generation mandatory requirements
- Coordinate Safety Training Programme
- Implement a marketing programme to create a safety awareness amongst all employees
- Perform any other legitimate activity as required.

Specialised Personal Protective Equipment (P P E) such as Safety Harnesses will be provided by the contractor, and the training required utilizing the equipment Procedures for spillages will be provided before contract award Personal Protective Equipment (P P E) to be provided to all Employees as and when required, damaged Personal Protective Equipment (P P E) must be replaced

CONTROLLED DISCLOSURE

INVOICING AND PAYMENTS

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate. No invoices to be handed to an individual, only per the address arrangement below.

- No invoices to be handed to an individual. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.
- Invoices must be delivered to the Eskom Documentation Centre (email to Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.
- Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct.

Invoices to be addressed to
Eskom Holdings SOC Ltd
Reg No 2002/015527/30
Kriel Power Station
Accounts Payable
Private Bag X5009, Kriel 2271
Email to Invoiceseskomlocal@eskom.co.za

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms. The following information to be reflected on each invoice:

- Name and address of the *Contractor* and the *Service Manager*,
- The contract number and title,
- *Contractor's* VAT registration number,
- The *Employer's* VAT registration number 4740101508,
- Description of service provided for each item invoiced based on the Price List,
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

Contractor is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

Contractor is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms.

CONTROLLED DISCLOSURE

Service related invoices

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *Service Manager* performs a service entry and Goods Receipt on the SAP system (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the service has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

Invoices linked to commodity prices

- a) The requirements are the same as for Goods Delivered Invoices
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment)
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre

General Information related to Eskom Invoices

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice)
- b) Eskom Purchase Order number must appear on invoice
- c) Invoices must be VAT compliant in line with the VAT Act requirements
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice
- g) The Eskom VAT registration number **4740 101 508** must appear on the invoice
- h) No pro-forma invoices will be accepted

CONTROLLED DISCLOSURE

- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established

Note

Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.

Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act)

Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

3. CONTRACT CHANGE MANAGEMENT

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

Records of Defined Cost to be kept by the *Contractor*

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

CONTROLLED DISCLOSURE

- Date and day
- Weather
- Site Conditions
- Work Done
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Service Manager* at all times.

Design and supply of Equipment

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the *Service* efficiently and without delay.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.

The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

4. MANAGEMENT OF WORK DONE BY TASK ORDER:

A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

CONTROLLED DISCLOSURE

A Task Order includes

- *A detailed description of the work in the Task
- *A priced list of items of work in the Task in which items taken from the Price List are identified
- *The starting and completion dates for the Task
- *Conditions of the *service agreement* is in accordance with the Task Order issued

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events

No Task Order is issued after the end of the service period

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site

5. When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency
- Provide a programme within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties

PROCUREMENT

BBBEE

Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change

CONTROLLED DISCLOSURE

The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*

Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to provide the *service*

Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

5.1 SUBCONTRACTING

If the *Contractor* subcontracts work, he is responsible for providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were that of the *Contractor*

5.1.1 Subcontract documentation, and assessment of subcontract tenders

When the Contractor uses a Subcontractor he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as service should be provided as if not subcontracted to Eskom

All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting

5.1.2 Limitations on subcontracting

The Contractor submits the name of each proposed Subcontractor to the Service Manager for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the Contractor to Provide the Service

The Contractor does not appoint a Subcontractor until the Service Manager accepted them

5.1.3 Attendance on subcontractors

The Subcontractor should attend all morning feedback Outage meetings to provide accurate feedback on the progress of *service*. Assessment meetings between *Service Manager* and the *Contractor* should be avoided by the Subcontractor

CONTROLLED DISCLOSURE

5.2 Plant And Materials

5.2.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

SITE SERVICES AND PROCEDURES

6 Working on the Affected Property

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

- The Contractor applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date
- The Contractor personnel are required to be in possession of a Contractor's Permit at all times
- All Contractor personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information
 - Name
 - ID Number
 - Company
 - Validity date
- All Contractors' permits are submitted to Protective Services when the workers leave the site after completion of the works
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contractor supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area
- This list is delivered to Protective Services, or is faxed to (017) 615 2602. The list, identified with the Contractor's name, contains the following information
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Service Manager signature
- Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%
- To speed up the process of gaining access to the site, the Contractor compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate
- A special Tool List form is available at Protective Services
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works
- The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site

CONTROLLED DISCLOSURE

- Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Employers Representative, one day before the visit and submitted to the Employer's Protective Services office
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff
- The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk
- No unauthorised vehicles are allowed on site
- Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site
- Contract Vehicle Applications are directed to the Employers Representative
- The Contractor is restricted to the working areas associated with his place of work
- The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations
- Parking inside the power station is strictly forbidden, except for loading purposes
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate

6.2 Records of Contractor's Equipment

The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

All Equipment including hired should be inspected and approved before accepted on site.

The *Contractor* will keep records of all hired Equipment to execute the Service Information.

6.3 Equipment provided by the Employer

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

CONTROLLED DISCLOSURE

6.4 Site services and facilities Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections

Refuse Disposal

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*.
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992.

Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life threatening situations.
- The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities.

Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

CONTROLLED DISCLOSURE

6.4.1 Provided by the Contractor

- The Contractor shall provide, for his own use adequate size offices
- A cleaning service must also be provided
- Domestic rubbish will be removed free of charge
- The Contractor shall dismantle and clear off site all such infrastructure at the discretion of the Service Manager on completion of the contract
- No such dismantling and clearance work shall be carried out without prior approval by the Service Manager
- Any electrical equipment or appliances used by the Contractor shall conform to the applicable South African Safety standards and Kriel standard PSR 010, and shall be maintained in safe and proper working condition
- The Employer shall have the right to stop the Contractor's use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing

Site Location

- The boundary of the site is within the Power Station boundary fences
- The Contractor is to mark the boundaries of his site clearly
- The Contractor is to ensure that all his material and equipment is always within the boundaries of his site
- A site for the Contractor will be provided if needed (The exact position will be determined on site)
- The Contractor will ensure further treatment of the yard area to keep all neat and tidy at all times
- The Contractor shall also include for such items as security, watch and access arrangements to his yard area
- The Contractor shall not occupy any site area other than that located to him
- On completion of the service on Site, all areas allocated to the Contractor shall be re-instated to their former condition to the satisfaction of Employer

Contractor's site requirements

- The Contractor supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the service including the following
- The Contractor's yard should adhere to sound housekeeping, failing with this the Employer may use another Contractor to clean up the Contractor's yard. These costs will be carried by the Contractor
- Any damage to installed lighting is repaired at the Contractor's expense
- The reticulation of electricity, water and any other services required by the Contractor from a supplied central distribution point
- Hazardous Substances to be contained as per Eskom requirements
- Transportation on and off site
- Telephone connections may be available and the Contractor applies via the Services Manager for a connection. Connection fees and calls are for the Contractor's account
- Compressed air and gases

CONTROLLED DISCLOSURE

- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within Contractor's yard
- Security of Contractor's yard
- Temporary lighting to ensure safe working conditions

SECURITY ARRANGEMENTS

- 1 The Contractor applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date
- 2 The Contractor personnel are required to be in possession of a Contractor's Permit at all times
- 3 All Contractors' permits are submitted to Protective Services when the workers leave the site after completion of the works
- 4 In order to assist Protective Services with the **issuing of permits** and the identification of personnel on site, the Contractor supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area
- 5 This list is delivered to Protective Services, or is faxed to (017) 615 2602
- 6 The list, identified with the Contractor's name, contains the following information
- 7 Employee Name
- 8 ID Number
- 9 Company
- 10 Validity date
- 11 Eskom Safety Co-ordinator signature
- 12 Eskom Project Manager signature
- 13 Copy of the first page of the ID book of every employee of the Contractor, photocopied to reduce the size to 65%
- 14 To speed up the process of gaining access to the site, the Contractor compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate
- 15 A special Tool List form is available at Protective Services
- 16 An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works
- 17 The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site
- 18 Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Project Manager, one day before the visit and submitted to the Employer's Protective Services office
- 19 Visitors are not allowed on site if the necessary forms are not in the possession of security staff
- 20 The Chief of Protective Services may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk
- 21 No unauthorised vehicles are allowed on site
- 22 Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site
- 23 Contract Vehicle Applications are directed to the Project Manager

CONTROLLED DISCLOSURE

- 24 The Contractor is restricted to the working areas associated with his place of work
- 25 The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations
- 26 Parking inside the power station is strictly forbidden, except for loading purposes
- 27 No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate

TITLE TO SITE MATERIALS

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril

The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer

PRINCIPAL CONTRACTORS

- The Principal Contractor shall, before carrying out work, inform the Provincial Director in writing of the construction work that he/she intends to perform. If there is an exemption in terms of this requirement, then the requirements of that exemption shall apply. Evidence is to be kept on site for inspection
- Shall provide the Client with a suitable and sufficiently documented S H E plan, based on the Client's S H E specification, and he/she shall ensure that a copy of his/her S H E plan is available
- In cases where construction work is performed within Eskom by internal Eskom departments or subsidiaries, these internal Eskom departments or subsidiaries will be regarded as Principal Contractors but it is not the employer in its own right. There needs to be a service level agreement between these 2 parties. Need to clarify and identify the Client (i.e., the person that requested the work) and Principal Contractor
- Where construction work is performed within Eskom by internal Eskom departments and where routine maintenance is being conducted, then there should be a generic SHE specification that would refer to existing procedures, risk assessments, and critical task analysis relating to that specific maintenance task. Written safe work procedure would suffice as the SHE plan for that specific maintenance task
- A Principal Contractor shall take reasonable steps as are necessary to ensure co-operation between all co-contractors (if applicable) to enable each of those co-contractors to comply with the provisions of the requirements of this document and to contribute to a S H E conducive environment in order to achieve an accident and disease free environment – adherence and implementation should be daily and constant
- To highlight at pre-tender stage if co-contractors will be utilised. To ensure and provide evidence that these co-contractors have the necessary competencies and resources, including the casual workers and/or labour broker employees (employed by the co-contractors) to carry out the work safely and to ensure duty of care to the environment. The Client shall then approve or disapprove of the use of any co-contractor/s

CONTROLLED DISCLOSURE

- If the Principal Contractor is to hire co-contractors then one S H E plan is compiled together with the co-contractor/s
- The Principal Contractor can stop the co-contractor/s from continuing with construction work if it is not in accordance with the Principal Contractor's S H E plan for the site or Eskom' requirements or which poses a threat to the health and safety of persons or degradation to the environment. Any person can report unsafe and/or unhealthy practices or which poses a threat to the environment, to the Principal Contractor and/or Client/agent. Possible corrective training should be given. Record should be kept of the circumstances giving rise to the stoppage and the actions taken and any corrective measures that were implemented, where applicable
- Shall ensure that when there are changes in any phase of the construction project, that the Principal Contractor and co-contractors shall review the affected parts/sections of the S H E plan to perform the work safely and to ensure duty of care to the environment,
- To ensure that every co-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site. This should remain valid for the duration of the contract
- To ensure that potential co-contractors submitting tenders have made detailed provision for the cost of health and safety measures during the construction process
- Shall ensure that co-contractors have received induction/orientation training as contemplated in this document
- The Principal Contractor shall ensure that he/she has a SHE file, which shall contain all documentation required in terms of the Construction Regulations of the OHS Act and this document. This file must be kept on site and made available upon request
- The Principal Contractor shall hand over a consolidated S H E file to the Client, upon completion of the construction work. As well as hand over all drawings, designs, materials used, and other information regarding the completed structure, as well as the list of co-contractors companies that worked under them, the agreement and the type of work done
- Every Principal Contractor shall appoint a full time competent construction supervisor with S H E competence, in writing, to supervise the construction work
- The Principal Contractor may appoint more S H E competent employees in writing to assist the appointed construction supervisor. Every such employee shall, have the same duties as the construction supervisor clearly defined by the contractor in the letter of designation. Provided that the designation of any such employee shall not relieve the construction supervisor of any personal accountability for failing in his supervisory duties
- Every Principal Contractor or appointed co-contractor is to ensure that consultants undertaking work in relation to the "listed fields of practice" of the Natural Scientific Professions Act No 27 of 2003 are registered "professional natural scientists". "Listed fields of practice" includes "biological science" and "environmental science" amongst others
- Shall also appoint a full time or part time construction S H E practitioner in writing depending on the size of the project or the degree of dangers
- Every Principal Contractor performing construction work shall before commencement of any construction conduct a project specific risk assessment, in all areas where work is conducted
- This should be done by a competent person, appointed in writing. The risk assessment shall form part of the S H E plan, and should include method statements. All the contractors' employees must be informed about the risks
- The Principal Contractor shall ensure that his/her employees are issued with risk specific personal protective equipment (PPE), and informed, instructed, trained in the proper use, care and maintenance of PPE, and inducted by a competent person or an accredited service provider on the relevant project specific S H E topics. Visitors shall receive S H E

CONTROLLED DISCLOSURE

instructions and provided with the necessary personal protective equipment PPE should always be a measure of last resort, when other control measures in terms of the hierarchy are exhausted

- No appointed construction supervisor shall supervise any construction work on or in any construction site other than the site in which, he or she has been appointed. Provided that a sufficient number of competent employees have been appointed, construction supervisor may supervise more than one site
- A Principal Contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and related work procedures before any work commences, and thereafter at such times as may be determined by risk assessment
- The Principal Contractors shall ensure that their employees are properly screened by an Occupational Health practitioner, to ensure that they are fit to perform the work. There should be medical surveillance prior to start of each project and then at end of the project. They need to prove to Client that Principal Contractor employees are on a medical surveillance programme

REPORTING, RECORDING AND INVESTIGATION OF ACCIDENTS AND INCIDENTS

In the case where Principal Contractors and/or Co-Contractors are Eskom departments then

- a) The reporting, recording and investigation of accidents and incidents must be done in accordance with the Occupational Health and Safety Act, the National Environmental management Act, National Water Act and the Eskom procedure for the reporting and recording and investigation of Incidents (ESKPVABN9 as revised). The Eskom BU's may use their own procedure provided it complies with the OHS Act, the National Environmental management Act, National Water Act and the COIDA Act and ESKPVABN9 procedure
- b) In the cases of fatality incidents, Eskom will also conduct an independent investigation and a case study will be compiled thereof
- c) Case studies will be compiled for all disabling injuries and fatalities by the business unit

In the case where Principal Contractors and/or Co-contractors are not Eskom departments then

- a) The Principal Contractor shall inform the Eskom Client/agent about the accident or incident within 24 hours
- b) The Principal Contractor shall report all cases as required in terms of legislation
- c) The Principal Contractor shall ensure that all accidents/incidents are investigated by him/her and are discussed at the S H E committee meeting held on site
- d) Accidents/incidents shall be investigated and recorded in terms of the requirements of the Occupational Health and Safety Act, the National Environmental Management Act and National Water Act as applicable

CONTROLLED DISCLOSURE

- e) The Client shall be allowed to participate in any accident/incident investigation if the accident/incident is directly linked to any activity within the scope of the construction project
- f) Case studies will be compiled for all disabling injuries and fatalities by the business unit and forward to CS (SHE) for publication on the website
- g) The Principal Contractor shall keep on site/workplace a record of all accidents and incidents reported in the form of the Annexure 1 investigation form (Domino Form) (Incident Investigation Report)
- h) The Principal Contractor shall provide SHE related statistics to the Client at the end of each month
- i) In any incidence resulting in fatality, Eskom may possibly also conduct an independent investigation and a case study will be compiled thereof
- j) The Principal Contractor may be required to attend or make available its contractor to attend a disciplinary process involving an incident that may have been caused by an Eskom employee

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DISCIPLINARY PROCESS

Eskom takes a Zero Tolerance stance on health and safety related at-risk behaviour

Eskom will view the following at-risk behaviour in a very serious light

- a) No person may disregard any requirements contained in the Act, this document, site specific health and safety requirements, and requirements contained in the health and safety specifications and health and safety plan, whilst performing work on Eskom sites
- b) No person may perform an unsafe act or create an unsafe condition that will pose danger to him/her and/or to other persons at work
- c) No Principal Contractors shall allow any of its employee/s and/or co-contractors employee/s (including casual labourers, or labour broker employees) to work on any site without ensuring that each employee has received proper training on the following site induction, accredited health and safety training, task specific risk assessments, task specific job observations, task specific training and any other additional training that might assist the employee in working in a healthy and safe manner
- d) No person should allow any construction work to commence without an approved health and safety plan
- e) No person should allow any modifications with regard to construction work without adjusting the health and safety plan accordingly and ratification of such a health and safety plan by the client

If any of the above risk areas / rules / at risk behaviour are not adhered to, it will result in a disciplinary process, which it should be noted will have the power of dismissal. In the case of a Principal Contractor, it may result in cancellation of contract as well as the possibility of being blacklisted

6.5 ACCESS TO THE CONTRACTOR'S AND SUBCONTRACTOR(S) PREMISES AND FACILITIES

The *Contractor* and/or its subcontractor gives access to the *Supervisor* and/or the Authority/Agency and the Regulator where appropriate to their premises and facilities at reasonable times to conduct quality assessments, audits, surveillances and inspections to establish compliance with the contractual requirements

CONTROLLED DISCLOSURE

6.6 INSPECTION AND TESTING

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the *Supervisor*

6.7 PROGRAMME AND PLANNING

6.8 Purpose

The purpose of the program and planning is to define the *Employers* requirements for the time, cost and resource planning and control when using the *NEC* contract

6.9 Scope

All project programming and contract progress monitoring for projects is based on *NEC* contract conditions

6.10 Requirements

Compliance with all requirements as defined in this document

Related/Supporting Documents

N/A

6.11 Subheading

N/A

7. Acceptance

This document has been seen and accepted by

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Name	Designation
Tinyiko Nkuna	Finance Manager
Veliswa Mlotshwa	Support Services Manager
Caroline Letswalo	Catering Officer

8. Revisions

Date	Rev.	Compiler	Remarks
September 2024	01	C Letswalo	First Revision

9. Development Team

The following people were involved in the development of this document

- Caroline Letswalo
- Veliswa Mlotshwa

10. Acknowledgements

N/A

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