

Attachment 01

Tax Evaluation questionnaire



**PAYE Questionnaire
for
Service Contracts
to
Eskom Group of Companies
("Eskom Group")**

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This Pack applies from 1 March 2022 to 28 February 2023 and is subject to changes in tax legislation.

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INTRODUCTION

The Fourth Schedule to the Income Tax Act 58 of 1962 ("the Act") requires that Employees' Tax must be withheld from "remuneration" paid by an "Employer" to an "Employee". This tool is intended to establish whether an Individual, Close Corporation, Company or Trust should be classified as an Independent Contractor, Personal Service Provider, Labour Broker or a Dependent Contractor, and the tax consequences of such classification.

This Pack is applicable **ONLY** to Contractors who supply Eskom Holdings SOC Ltd ("Eskom") and its subsidiaries with services or Individual Contractors providing Eskom with labour.

The Contractor or its duly authorised representative must declare that all questions have been answered truthfully.

Answering the questions will direct you to your next step.

PLEASE NOTE:

This Pack is based on tax legislation for the 2022/2023 tax year and is subject to change.

In the questions, any references to "you" refers to the Contractor.

In the questions, the term Contractor is used interchangeably with Individual/CC/Company/Trust.

Definitions as per the Income Tax Act are included in Appendix 10.

Any reference to "Eskom" refers to Eskom Holdings SOC Ltd and its subsidiaries:

- Eskom Rotek Industries SOC Ltd
- Eskom Enterprises SOC (Pty) Ltd
- Escap SOC (Pty) Ltd
- Eskom Finance Company SOC (Pty) Ltd
- Eskom Foundation NPC
- National Transmission Company SA

The Pack is based on legislation and case law applicable to the 2022/2023 tax year. We therefore recommend that, if it is used outside of this period, you should first consult with your representative in Eskom to refer it to Eskom's Corporate Tax Department in Megawatt Park.

When you return the completed Pack; i.e. the signed summary sheet and signed affidavits to Eskom, please copy Group Tax on Email address: GroupTaxation@eskom.co.za

The Contractor or its duly Authorised Representative acknowledges and accepts that:

- Definitions as per the Income Tax Act, No 58 of 1962, as amended, are listed in Appendix 10 for ease of reading.
- It is responsible for accuracy and completeness of all information, which is provided in completing this Pack;
- The Pack will not be automatically updated with any changes in legislation.

DISCLAIMER

Eskom accepts no liability whatsoever for any loss or damages whatsoever and howsoever incurred, or suffered, resulting, or arising, from the use of this Pack.

CONTRACTOR TYPE

SUPPLIER CATEGORY

Please complete the following questionnaire for:

Company/Close Corporation/Trusts - EVALUATION PACK A on page 6.

Individuals - EVALUATION PACK B on page 12.

EVALUATION PACK A

(To determine whether a Company, Close Corporation (CC) or Trust is a Personal Service Provider)

Fields marked with an Asterisk (*) must be completed

CONTRACTOR'S DETAILS FOR A COMPANY OR CLOSE CORPORATION OR TRUST	
Contractor's Name*	Vendor No.
Duly Authorised Representative Name	Representative Surname
Capacity	Representative ID No.*
Representative Passport No. (if no RSA ID)	Country of Passport Issue
VAT Registration No.	Income Tax Registration No.*
CO/CC/Trust Registration No.*	E-Mail Address
Telephone Number*	Fax Number
Contractor's Physical Business Address*	
Unit No	
Complex Name	
Street Number	
Street Name	
Suburb	
City/Town	
Postal Code	
Contractor's Postal Business Address*	
Same as above (Mark with an X)	
Address <u>TYPE</u> (Delete where not applicable)	P O Box/Private Bag/Street Address
P O Box/Private Bag/Street <u>NUMBER</u>	
Street Name	
Suburb	
Town	
Postal Code	
Contractor's Bank Details*	
Account Number	Bank Name
Branch Name	Branch Number
Name of Account Holder	Account Type (Delete where not applicable)
	Current/ Savings/ Transmission/Credit Card/Bond Account
Account Holder Relationship*	
i.e. own, joint or 3 rd party	Own/Joint/3 rd Party

Please answer the following questions by marking the appropriate column with an "X".

The term "You" will refer to the Company/CC/Trust in this Questionnaire.

1. RESIDENCE	Yes	No
Question 1(i) Are you a Resident of the Republic of South Africa in terms of the Income Tax Act? (Refer to Appendix 10 for the definition of a resident). If the answer is Yes, go to Question 2(i). If the answer is No: • Sign <u>Appendix 9</u>. Submit The Pack to your contractor representative in Eskom to refer it to Eskom Group Tax Department in Megawatt Park. • No further questions must be answered.	☐	☐
2. NUMBER OF EMPLOYEES EXCLUSION	Yes	No
Question 2(i) Do you employ 3 (three) or more persons (excluding shareholders or members or beneficiaries of the Company/CC/Trust)? If the answer is Yes, go to Question 2(ii). If the answer is No, go to Question 3(i).	☐	☐
Question 2(ii) <u>Are these employees employed:</u> • On a full time basis; and • Are they engaged in the business of the Company/CC/Trust? If the answer is Yes, go to Question 2(iii). If the answer is No, go to Question 3(i).	☐	☐
Question 2(iii) Are the above 3 employees connected to the shareholders or the members or the beneficiaries of the Company/CC/Trust? If the answer is Yes, go to Question 3(i). If the answer is No: • Sign <u>Appendix 1</u>. If the Affidavit is not signed, PAYE will be withheld from your payments. • Sign <u>Appendix 8</u>. If the Declaration is not signed, PAYE will be withheld from your payments. • No further questions must be answered. • Sign "<u>Particulars of person acting as representative of the Company/Close Corporation/Trust</u>" at the end of the Evaluation Pack.	☐	☐

3. SERVICES RENDERED BY A CONNECTED PERSON	Yes	No
Question 3(i) Will/are any person who is a Connected person in relation to the Company/CC/Trust render services personally to Eskom on behalf of the Company/CC/Trust? (Refer to Appendix 10 for the definition of a Connected person). If the answer is Yes, go to Question 4(i). If the answer is No: • Sign <u>Appendix 2</u>. If the Affidavit is not signed, PAYE will be withheld from your payments. • Sign <u>Appendix 8</u>. If the Declaration is not signed, PAYE will be withheld from your payments. • No further questions must be answered. • Sign "<u>Particulars of person acting as representative of the Company/Close Corporation/Trust</u>" at the end of the evaluation Pack.	☐	☐
4. MORE THAN 80% OF INCOME TEST	Yes	No
Question 4(i) During the current year of assessment: • Will more than 80% of your income; or • Is it likely that more than 80% of your income will consist of amounts received either directly or indirectly, from: • any one client, or • an Associated institution in relation to that client? (Refer to Annexure 9 for the definition of an Associated institution) If the answer is Yes: • Sign <u>Appendix 7</u>. PAYE will be withheld from your payments. • Go to Question 6(i) to determine the correct disclosure code on the IRP5. • Sign "<u>Particulars of person acting as representative of the Company/Close Corporation/Trust</u>" at the end of the evaluation Pack. If the answer is No: • Sign <u>Appendix 4</u>. If the Affidavit is not signed, PAYE will be withheld from your payments. • Go to Question 5(i).	☐	☐
5. PLACE, CONTROL AND SUPERVISION TEST	Yes	No
Question 5(i) Must your duties be performed /are your duties performed mainly (more than 50%) at the premises of Eskom, And Will you be subject /are you subject to Eskom's control or supervision as to the manner in which your duties are to be performed? If the answer is Yes to BOTH questions: • Sign <u>Appendix 7</u>. PAYE will be withheld from your payments. • Go to Question 6(i) to determine the correct disclosure code on the IRP5. • Sign "<u>Particulars of person acting as representative of the Company/Close Corporation/Trust</u>" at the end of the evaluation Pack. If the answer is No: • Sign <u>Appendix 3</u>. If the Affidavit is not signed, PAYE will be withheld from your payments. • Go to Question 6(i).	☐	☐

6. DOMINANT IMPRESSION TEST	Yes	No
Question 6(i) Do/will the payments by Eskom for services payable with reference to output or certain agreed results, e.g. payment (be it a fixed fee or an hourly rate) be only due if and when a specific deliverable has been completed?	☐	☐
Question 6(ii) Does/Will Eskom have the contractual right to control the tools or equipment, staff, raw materials, routines, patents or technology used in the provision of the services?	☐	☐
Question 6(iii) Are you/will you prohibited from rendering services to any other employers/clients during the period of service to Eskom?	☐	☐
Question 6(iv) Do/will you have the right to sub-contract work?	☐	☐
Question 6(v) Are you personally or will you personally be at risk for the quality of the work done or to be done (risk for poor quality; time over-runs, project not producing income)?	☐	☐
Question 6(vi) Are/will you or the person rendering the service be obliged to be present and perform the work at Eskom regardless of whether work is available or not?	☐	☐
Question 6(vii) Is Eskom's business or will Eskom's business be critical to your financial/economic survival?	☐	☐
Question 6(viii) Does/will your position form part of Eskom's organisational structure?	☐	☐
Question 6(ix) Does/will Eskom provide you with any of the following: • Pension fund / Provident fund / Retirement Annuity Fund; • Medical Aid; • Leave of any nature; • Salary increases; • Bonuses; • Any allowances.	☐	☐
Question 6(x) Does/will Eskom provide you with an office?	☐	☐
Question 6(xi) Does/will Eskom provide you with any equipment, tools, stationery and material?	☐	☐
Please go to the next section to establish your tax status.		

To establish your tax status, you need to summarise the “Yes” and “No” as answered on Question 6(i) to 6(xi) in the column below:

Question	Yes	No
6(i)	Independent	PSP
6(ii)	PSP	Independent
6(iii)	PSP	Independent
6(iv)	Independent	PSP
6(v)	Independent	PSP
6(vi)	PSP	Independent
6(vii)	PSP	Independent
6(viii)	PSP	Independent
6(ix)	PSP	Independent
6(x)	PSP	Independent
6(xi)	PSP	Independent

	Decision
Independent	☐
PSP	☐

If you have answered “PSP” to any of the following questions 6 (i), 6(iii), 6(v), 6(vi), 6(ix);

or

If you have answered more than 50% “PSP” to questions 6(ii), 6(iv), 6(vii), 6(viii), 6(x), 6(xi):

- Complete and sign Appendix 7. PAYE will be withheld from your payments and will be coded as 3601 on your IRP5 certificate.
- No further questions must be answered.
- Sign “Particulars of person acting as representative of the Company/Close Corporation/Trust” at the end of the evaluation Pack.

Alternatively:

If you have already signed Appendix 7 on Questions 4 or 5:

- Code 3616 must be marked on Appendix 7 as the applicable code to be disclosed on the IRP5 for payments received.

If you have not signed Appendix 7 on Questions 4 or 5:

- Sign Appendix 8. **If the Declaration is not signed, PAYE will be withheld from your payments.**
- No further questions must be answered.
- Sign “Particulars of person acting as representative of the Company/Close Corporation/Trust” at the end of the evaluation Pack.

Summary for		ID No.	Vendor No:
Company/Close Corporation/Trust Summary			
Questions		Answer	Please sign he following Appendix (Appendices)
1(i)	Are you a Resident of the Republic of South Africa in terms of the Income Tax Act?		
2(i)	Do you employ 3 (three) or more persons (excluding shareholders or members or beneficiaries of the Company/CC/Trust and connected persons in relation to the shareholder or member or beneficiaries)?		
2(i)	Are these employees employed on a full time basis and are they engaged in the business of the Company/CC/Trust?		
2(iii)	Are the above 3 employees connected to the shareholders or the members or beneficiaries of the Company/CC/Trust?		
3(i)	Will/are any person who is a Connected person in relation to the Company/CC/Trust render services <u>personally</u> to Eskom on behalf of the Company/CC Trust?		
4(i)	During the current year of assessment will more than 80% of your income or is it likely that more than 80% of your income will consist of amounts received either directly or indirectly from any one client, or an Associated institution in relation to that client?		
5(i)	Must your duties be performed / are your duties performed mainly (more than 50%) at the premises of Eskom AND will you be /are you subject to Eskom's control or supervision as to the manner in which your duties are performed or to the hours of work?		
6()	Do/will the payments by Eskom for services payable with reference to output or certain agreed results, e.g. payment (be a fixed fee or an hourly rate) be only due if and when a specific deliverable has been completed?		
6(ii)	Does/Will Eskom have the contractual right to control the tools or equipment, staff, raw materials, routines, patents or technology used in the provision of the services?		
6(iii)	Are you/will you prohibited from rendering services to any other employers/clients during the period of service to Eskom?		
6(iv)	Do/will you have the right to sub-contract work?		
6(v)	Are you personally or will you personally be at risk for the quality of the work done or to be done (risk for poor quality; time over-runs, project not producing income)?		
6(vi)	Are/will you or the person rendering the service be obliged to be present and perform the work at Eskom regardless of whether work is available or not?		
6(vii)	Is Eskom's business or will Eskom's business be critical to your financial/economic survival?		
6(viii)	Does/will your position form part of Eskom's organisational structure?		
6(ix)	Does/will Eskom provide you with any of the following: Pension fund / Provident fund / Retirement Annuity Fund; medical aid, leave of any nature, salary increases, bonuses or any allowances.		
6(x)	Does/will Eskom provide you with an office?		
6(xi)	Does/will Eskom provide you with any equipment, tools, stationery and material?		
Tax Status			
PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE COMPANY/CLOSE CORPORATION/TRUST			
I, the undersigned, confirm that the information provided above is accurate, and that the Company/CC/Trust will, while contracted to Eskom, inform Eskom of any changes that take place pertaining to the information provided above. Eskom shall be entitled to withhold from any payments to be made to the Company/CC/Trust, any taxes, interest and penalties that it may be required to pay to SARS as a result of the above information being inaccurate.			
Representative's Full Names		Capacity	Contact No.
Signature		Date	

EVALUATION PACK B

(To determine whether an Individual is a Dependent Contractor)

Fields marked with an Asterisk (*) must be completed

CONTRACTOR'S DETAILS FOR AN INDIVIDUAL*	
Trading Name*	Vendor No.
First Names*	Initials*
Surname*	ID Number*
Passport No. (if no RSA ID)	Country of Passport Issue
VAT Registration No.	Income Tax Registration No.*
Date of Birth*	E-Mail Address
Telephone Number*	Fax Number
Contractor's Physical Business Address*	
Unit No	
Complex Name	
Street Number	
Street Name	
Suburb	
City/Town	
Postal Code	
Contractor's Postal Business Address*	
Same as above (Mark with an X)	
Address <u>TYPE</u> (Delete where not applicable)	P O Box/Private Bag/Street Address
P O Box/Private Bag/Street <u>NUMBER</u>	
Street Name	
Suburb	
Town	
Postal Code	
Contractor's Bank Details*	
Account Number	Bank Name
Branch Name	Branch Number
Name of Account Holder	Account Type (Delete where not applicable)
	Current/ Savings/ Transmission/Credit Card/Bond Account
Account Holder Relationship*	
i.e. own, joint or 3 rd party	Own/Joint/3 rd Party

Please answer the following questions by marking the appropriate column with an "X".

1. SERVICE OR PEOPLE TEST	SERVICE	PEOPLE
Question 1(i) Do/will you provide Eskom with a service or people? If the answer is "Service" : - Complete and sign Appendix 5 Affidavit. If the Affidavit is not signed, PAYE will be withheld from your payments. - Go to Question 3(i). If the answer is "People" , go to Question 2(i).		
2. PEOPLE TEST	Yes	No
Question 2(i) Do you provide Eskom with People and will these people be paid by you? If the answer is Yes , go to Question 2(ii). If the answer is No , go to Question 3(i).	☐	☐
Question 2(ii) Are you in possession of an IRP30 exemption certificate which is valid for the period under review? If the answer is Yes : - Sign <u>Appendix 6</u>. If the Agreement is not signed, PAYE will be withheld from your payments. - Provide Eskom with the valid IRP30 certificate. If this certificate is not provided, PAYE will be withheld from your payments until such time the IRP30 certificate is provided. - No further questions must be answered. - Sign the <u>"Particulars of Individual"</u> Section at the end of the Evaluation Pack. If the answer is No : - Sign <u>Appendix 6</u>. PAYE will be withheld from your payments. PAYE will be withheld from your payments until such time the valid IRP30 certificate is provided. - No further questions must be answered. - Sign the <u>"Particulars of Individual"</u> Section at the end of the Evaluation Pack.	☐	☐
3. RESIDENCE TEST	Yes	No
Question 3(i) Are you a Resident of the Republic of South Africa in terms of the Income Tax Act? (Refer to Appendix 10 for the definition of a Resident). If the answer is Yes , go to Question 4(i). If the answer is No : - Sign <u>Appendix 9</u>. Submit this document to your representative in Eskom to refer it to Eskom Group Tax Department in Megawatt. - No further questions must be answered.	☐	☐

4. NUMBER OF EMPLOYEES EXCLUSION	Yes	No
Question 4(i) Do you employ: 3 (three) or more persons, throughout the year? If the answer is Yes , go to Question 4(ii). If the answer is No , go to Question 5(i).	☐	☐
Question 4(ii) Are these employees employed: - On a full time basis in your business; and - Are they engaged in the business of the Individual? If the answer is Yes , go to Question 4(iii). If the answer is No , go to Question 5(i).	☐	☐
Question 4(iii) Are any of these employees Connected persons in respect of the Individual, e.g. spouse, parent, adoptive parent, child, grandparent, cousin, etc.? (Refer to Appendix 10 for the definition of Connected person). If the answer is Yes , go to Question 5(i). If the answer is No : - Sign <u>Appendix 1</u>. If the Affidavit is not signed, PAYE will be withheld from your payments. - Sign <u>Appendix 8</u>. If the Declaration is not signed, PAYE will be withheld from your payments. - No further questions must be answered. - Sign the "<u>Particulars of Individual</u>" Section at the end of the Evaluation Pack.	☐	☐
5. PLACE AND CONTROL TEST	Yes	No
Question 5(i) Must your duties be performed mainly (i.e. more than 50%) at premises of Eskom? If the answer is Yes , go to Question 5(ii). If the answer is No , go to Question 5(ii).	☐	☐
Question 5(ii) Will you be /are you subject to Eskom's control or supervision as to the manner in which your duties are to be performed or as to the hours of work? If the answers in both Questions 5(i) and 5(ii) are Yes : - Sign <u>Appendix 7</u>. PAYE will be withheld from your payments. - Go to Question 6(i) to determine the correct disclosure code on the IRP5. - Sign the "<u>Particulars of Individual</u>" at the end of the Evaluation Pack. If the answer is No : - Sign <u>Appendix 3</u>. If the Affidavit is not signed, PAYE will be withheld from your payments. - Go to Question 6(i).	☐	☐

6. DOMINANT IMPRESSION TEST	Yes	No
Question 6(i) Do/will the payments by Eskom for services payable with reference to output or certain agreed results, e.g. payment (be it a fixed fee or an hourly rate) be only due if and when a specific deliverable has been completed?	☐	☐
Question 6(ii) Does/Will Eskom have the contractual right to control the tools or equipment, staff, raw materials, routines, patents or technology used in the provision of the services?	☐	☐
Question 6(iii) Are you/will you prohibited from rendering services to any other employers/clients during the period of service to Eskom?	☐	☐
Question 6(iv) Do/will you have the right to sub-contract work?	☐	☐
Question 6(v) Are you personally / will you personally be at risk for the quality of the work done or to be done (risk for poor quality; time over-runs, project not producing income)?	☐	☐
Question 6(vi) Are/will you or the person rendering the service be obliged to be present and perform the work at Eskom regardless of whether work is available or not?	☐	☐
Question 6(vii) Is Eskom's business or will Eskom's business be critical to your financial/economic survival?	☐	☐
Question 6(viii) Does/will your position form part of Eskom's organisational structure?	☐	☐
Question 6(ix) Does/will Eskom provide you with any of the following: • Pension fund / Provident fund / Retirement Annuity Fund; • Medical Aid; • Leave of any nature; • Salary increases; • Bonuses; • Any allowances.	☐	☐
Question 6(x) Does/will Eskom provide you with an office?	☐	☐
Question 6(xi) Does/will Eskom provide you with any equipment, tools, stationery and material?	☐	☐
Please go to the next section to establish your tax status.		

To establish your tax status, you need to summarise the “Yes” and “No” as answered on Question 6(i) to 6(xi) in the column below:

Question	Yes	No
6(i)	Independent	Employee
6(ii)	Employee	Independent
6(iii)	Employee	Independent
6(iv)	Independent	Employee
6(v)	Independent	Employee
6(vi)	Employee	Independent
6(vii)	Employee	Independent
6(viii)	Employee	Independent
6(ix)	Employee	Independent
6(x)	Employee	Independent
6(xi)	Employee	Independent

	Decision
Independent	☐
PSP	☐

If you have answered “Employee” to any of the following questions 6 (i), 6(iii), 6(v), 6(vi), 6(ix);

or

If you have answered more than 50% “Employee” to questions 6(ii), 6(iv), 6(vii), 6(viii), 6(x), 6(xi):

- Complete and sign Appendix 7. PAYE will be withheld from your payments.
- No further questions must be answered.
- Sign “Particulars of Individual” at the end of the evaluation Pack.

Alternatively:

If you have already signed Appendix 7 on Questions 5:

- Code 3616 must be marked on Appendix 7 as the applicable code to be disclosed on the IRP5 for payments received.

If you have not signed Appendix 7 on Questions 5:

- Sign Appendix 8. **If the Declaration is not signed, PAYE will be withheld from your payments.**
- No further questions must be answered.
- Sign “Particulars of person acting as representative of the Company/Close Corporation/Trust” at the end of the evaluation Pack.

Summary for		ID No.	Vendor No:
Company/Close Corporation/Trust Summary			
Questions		Answer	Please sign the following Appendix Appendices)
1(i)	Do/will you provide Eskom with a service or people?		
2(i)	Do you provide Eskom with people and will these people be paid by you?		
2 ii)	Are you in a possession of an IRP30 exemption certificate which is valid for the period under review?		
3(i)	Are you a Resident of the Republic of South Africa in terms of the Income Tax Act?		
4(i)	Do you employ 3 (three) or more persons throughout the year?		
4(ii)	Are these employees employed on a full time basis and are they engaged in the business of the Individual?		
4(iii)	Are any of these employees Connected in respect of the individuals, e.g. spouse, parent, adoptive parent, child, grandparent, cousin, etc.?		
5(i)	Must your duties be performed / are your duties performed mainly (more than 50%) at the premises of Eskom?		
5(ii)	Will you be /are you subject to Eskom's control or supervision as to the manner in which your duties are performed or to the hours of work?		
6(i)	Do/will the payments by Eskom for services payable with reference to output or certain agreed results, e.g. payment (be a fixed fee or an hourly rate) be only due if and when a specific deliverable has been completed?		
6(ii)	Does/Will Eskom have the contractual right to control the tools or equipment, staff, raw materials, routines, patents or technology used in the provision of the services?		
6(iii)	Are you/ will you prohibited from rendering services to any other employers/clients during the period of service to Eskom?		
6(iv)	Do/will you have the right to sub-contract work?		
6(v)	Are you personally or will you personally be at risk for the quality of the work done or to be done (risk for poor quality; time over-runs, project not producing income)?		
6(vi)	Are/will you or the person rendering the service be obliged to be present and perform the work at Eskom regardless of whether work is available or not?		
6(vii)	Is Eskom's business or will Eskom's business be critical to your financial/economic survival?		
6(viii)	Does/will your position form part of Eskom's organisational structure?		
6(ix)	Does/will Eskom provide you with any of the following: Pension fund / Provident fund / Retirement Annuity Fund; medical aid, leave of any nature, salary increases, bonuses or any allowances.		
6(x)	Does/will Eskom provide you with an office?		
6(xi)	Does/will Eskom provide you with any equipment, tools, stationery and material?		
Tax Status			
PARTICULARS OF INDIVIDUAL I, the undersigned, confirm that the information provided above is accurate, and that I will, while contracted to Eskom, inform Eskom of any changes that take place pertaining to the information provided above. Eskom shall be entitled to withhold from any payments to be made to me any taxes, interest and penalties that it may be required to pay to SARS as a result of the above information being inaccurate.			
Individual's Full Names		Capacity	Contact No.
Signature		Date	

**AFFIDAVIT CONFIRMING THAT THE INDIVIDUAL/COMPANY/CC/TRUST
EMPLOYS THREE OR MORE FULL - TIME EMPLOYEES WHO ARE NOT
CONNECTED PERSONS**

I, the undersigned,

ID-Number

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I am the duly authorised representative of _____
("the Company / CC / Trust").
3. I confirm that I/Company/CC/Trust employs three (3) or more full-time employees engaged in the business of the Individual/Company/CC/Trust throughout the year of assessment, which excludes any employee who is a Connected Person to the Individual/Shareholders/Members/Beneficiaries.
4. The Individual/Company/CC/Trust undertakes to notify Eskom Holdings SOC Ltd or its subsidiaries (hereinafter referred to as "Eskom") forthwith in writing should the statement in 3 above no longer be the case.
5. If the Individual/Company/CC/Trust fails to notify Eskom in respect of 3 above, the Individual/Company/CC/Trust shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.

DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ____ DAY
OF _____ 20__.

COMMISSIONER OF OATHS

**AFFIDAVIT CONFIRMING NO CONNECTED PERSON/S IN RELATION TO THE
INDIVIDUAL/COMPANY/CC/TRUST WILL PERSONALLY RENDER ANY SERVICE
TO ESKOM**

I, the undersigned, _____

ID-Number _____

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I am the duly authorised representative of _____

("the Company / CC / Trust").

3. I confirm that no Connected Person(s) as defined in the Income Tax Act No. 58 of 1962 in relation to the Individual/Company/CC/Trust will personally render any service to Eskom Holdings SOC Ltd or its subsidiaries (hereinafter referred to as "Eskom").

4. The Individual/Company/CC/Trust undertakes to notify Eskom forthwith in writing should the statement in 3 above no longer be the case.

If the Individual/Company/CC/Trust fails to notify Eskom in respect of 3 above, the Individual/Company/CC/Trust shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.

DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ____ DAY
OF _____ 20__.

COMMISSIONER OF OATHS

**AFFIDAVIT CONFIRMING SERVICES WILL NOT BE PERFORMED MAINLY AT
ESKOM AND/OR SHALL NOT BE CONTROLLED OR SUPERVISED BY ESKOM**

I, the undersigned, _____

ID-Number _____

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.

2. I am the duly authorised representative of _____

(“Company/CC/Trust”).

3. I/the Company/CC/Trust confirms that:

☐ I/any person who will be rendering services to Eskom Holdings SOC Ltd or its subsidiaries (hereinafter referred to as “Eskom”) on behalf of myself/the Company/CC/Trust will not be required to perform the services mainly (i.e. more than 50 %) at Eskom’s premises during the year of assessment.

☐ I/any person who will render the services to Eskom on behalf of myself/the Company/CC/Trust will not be subject to the control or supervision of Eskom as to the manner in which the duties are to be performed or as to the hours of work.

4. I/the Company/CC/Trust undertakes to notify Eskom forthwith in writing should, the statement in 3 above no longer be the case.

5. If I/the Company/CC/Trust fail/s to notify Eskom in respect of 3 above, I/the Company/CC/Trust shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.

DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ____ DAY
OF _____ 20__.

COMMISSIONER OF OATHS

AFFIDAVIT CONFIRMING THAT NOT MORE THAN EIGHTY PERCENT (80 %) OF INCOME IS OR IS LIKELY TO BE RECEIVED FROM ANY ONE CLIENT

I, the undersigned, _____

ID-Number _____

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.

2. I am the duly authorised representative of _____

(“the Company/CC/Trust”).

3. I confirm that the Company/CC/Trust does not receive and is unlikely to receive more than eighty percent (80 %) of its income, either directly or indirectly, from any one client or any associated institution as defined in the Income Tax Act No. 58 of 1962 in relation to such client during the year of assessment.

4. The Company/CC/Trust undertakes to notify Eskom Holdings SOC Ltd or its subsidiaries (hereinafter referred to as “Eskom”) forthwith in writing should the statement in 3 above no longer be the case.

5. If the Company/CC/Trust fails to notify Eskom in respect of 3 above, the Company/CC/Trust shall be liable in full for any, taxes, penalties and interest that SARS may impose on Eskom.

DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ____ DAY
OF _____ 20__.

COMMISSIONER OF OATHS

AFFIDAVIT CONFIRMING THAT AN INDIVIDUAL PROVIDES ESKOM WITH A SERVICE AS OPPOSED TO PEOPLE

I, the undersigned, _____

ID-Number _____

do hereby make oath and state as follows:

1. The facts deposed to in this affidavit are within my personal knowledge and are both true and correct.
2. I confirm that:
 - a) I provide Eskom Holdings SOC Ltd or / and its subsidiaries with a service; and
 - b) I do not carry on a business whereby I provide clients with other persons who render a service or perform work for such clients.
3. I undertake to notify Eskom forthwith in writing should the statement in 2 above no longer be the case.
4. If I fail to notify Eskom in respect of 2 above, I shall be liable in full for any taxes, penalties and interest that SARS may impose on Eskom.

DEPONENT

I CERTIFY THAT THE DEPONENT ACKNOWLEDGES THAT HE / SHE:

- KNOWS AND UNDERSTANDS THE CONTENT OF THIS DECLARATION,
- THAT HE / SHE HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH,
- AND CONSIDERS IT TO BE BINDING ON HIS / HER CONSCIENCE.

THUS SIGNED AND SWORN TO BEFORE ME AT _____ ON THIS ____ DAY
OF _____ 20__.

COMMISSIONER OF OATHS

DECLARATION BY

(Contractor name)

THAT THE CONTRACTOR IS A LABOUR BROKER

Contractor's Name:	
---------------------------	--

Vendor No:	Income Tax Ref No:	VAT No:	Identification No:
Passport No:		Country of Passport Issue	
E-Mail address:	Telephone Number:		
Postal Address:	Physical Address:		
Postal Code:		Postal Code:	

Bank Details:			
Type of Account:	Current/ Savings/ Transmission/Credit Card/Bond Account		
Name of Account Holder:	Branch Name:	Account Number:	Branch Number:

Classification of Contractor:

I confirm the following:

1. That I am classified as an Labour Broker.
2. If I do provide Eskom with a valid IRP30 certificate:
 - No Employees' Tax will be withheld from payments made to me.
 - An IT3(a) certificate with the code 3617 will be issued to me and the reason code to be used for the non-deduction is 07.
3. If I do not provide Eskom with a valid IRP30 certificate:
 - Employees' Tax will be withheld from payments made at the tax rates applicable to individuals until such time that a valid IRP30 certificate is provided to Eskom.
 - An IRP5 certificate with the code 3617 will be issued to me.

1. I declare the information in this Pack is true and correct.
2. I undertake to notify Eskom Holdings SOC Ltd or its subsidiaries forthwith in writing should my status change.

 Contractor Signature

 Date

DECLARATION BY

(Contractor name)

**THAT THE CONTRACTOR IS DEPENDENT CONTRACTOR OR PERSONAL
SERVICE PROVIDER**

Contractor's Name:	
---------------------------	--

Vendor No:	Income Tax Ref No:	VAT No:	Identification No:
Passport No:		Country of Passport Issue	
E-Mail address:		Telephone Number:	
Postal Address:		Physical Address:	
Postal Code:		Postal Code:	

Bank Details:			
Type of Account:	Current/ Savings/ Transmission/Credit Card/Bond Account		
Name of Account Holder:	Branch Name:	Account Number:	Branch Number:

Classification of Contractor:

I confirm the following:

That the Individual / Company / CC / Trust is classified as Dependent Contractor or a Personal Service Provider and therefore Employees' Tax will be withheld from payments made to the Individual / Company / CC / Trust at the prevailing tax rate prescribed by the Income Tax Act, No.58 of 1962, as amended.

Payments made to the Individual / Company / CC / Trust will be coded as 3601 / 3616 (*please refer to Question 6 of your Pack for guidance to select the correct code*) and the nature of the person will be coded as 'H'.

I declare that:

1. The information in this Pack is true and correct.
2. I am the duly authorised representative of

("the Company / CC / Trust").

3. The Individual / Company / CC / Trust undertakes to notify Eskom Holdings SOC Ltd or its subsidiaries (hereinafter referred to as "Eskom") forthwith in writing should the status of the Individual / Company / CC / Trust change.

Duly Authorised Representative

Date

DECLARATION BY

(Contractor name)

THAT THE CONTRACTOR IS AN INDEPENDENT SUPPLIER OR CONTRACTOR

Contractor's Name:	
---------------------------	--

Vendor No:	Income Tax Ref No:	VAT No:	Identification No:
Passport No:		Country of Passport Issue	
E-Mail address:	Telephone Number:		
Postal Address:	Physical Address:		
Postal Code:		Postal Code:	

Bank Details:			
Type of Account:	Current/ Savings/ Transmission/Credit Card/Bond Account		
Name of Account Holder:	Branch Name:	Account Number:	Branch Number:

Classification of Contractor:

I confirm the following:

1. That the Individual/Company/CC/Trust is not classified as a Personal Service Provider /Dependent Contractor.
2. No Employees' Tax will, therefore, be withheld from payments made to the Individual/Company/CC/Trust.
3. Eskom will not issue an IRP5/IT3(a) certificate for the payments made to the Individual/Company/CC/Trust.

I declare that:

1. The information in this Pack is true and correct.
2. I am the duly authorised representative of _____
("the Company / CC / Trust").
3. The Individual/Company/CC/Trust undertakes to notify Eskom Holdings SOC Ltd or its subsidiaries (hereinafter referred to as "Eskom") forthwith in writing should the status of the Individual/Company/CC/Trust change.

Duly Authorised Representative_____
Date

DECLARATION BY

(Contractor name)

THAT THE CONTRACTOR IS A NON-RESIDENT OF THE REPUBLIC OF SOUTH AFRICA

Contractor's Name:	
---------------------------	--

Vendor No:	Income Tax Ref No:	VAT No:	Identification No:
Passport No:		Country of Passport Issue	
E-Mail address:		Telephone Number:	
Postal Address:		Physical Address:	
Postal Code:		Postal Code:	

Bank Details:			
Type of Account:	Current/ Savings/ Transmission/Credit Card/Bond Account		
Name of Account Holder:	Branch Name:	Account Number:	Branch Number:

Classification of Contractor:

I confirm the following:

That the Individual / Company / CC / Trust is classified as a Non-Resident of the Republic of South Africa and therefore Employees' Tax may be withheld from payments made to the Individual / Company / CC / Trust at the prevailing tax rate prescribed by the Income Tax Act, No.58 of 1962, as amended.

I declare that:

1. The information in this Pack is true and correct.
2. I am the duly authorised representative of

 ("the Company / CC / Trust").

3. The Individual/Company/CC/Trust undertakes to notify Eskom Holdings SOC Ltd or its subsidiaries (hereinafter referred to as "Eskom") forthwith in writing should the status of the Individual/Company/CC/Trust change.

 Duly Authorised Representative

 Date

DEFINITIONS AS PER THE INCOME TAX ACT, No. 58 of 1962, AS AMENDED.**“Connected Person”**

means-

a) in relation to a **natural person**-

- i) any relative; and
- ii) any trust of which such natural person or such relative is a beneficiary;

b) in relation to a **trust**-

- i) any beneficiary of such trust; and
- ii) any connected person in relation to such beneficiary;

bA) in relation to a connected person in relation to a trust (other than a collective investment scheme in property shares managed or carried on by any company registered as a manager under section 42 of the Collective Investment Schemes Control Act, 2002, for purposes of Part V of that Act), includes any other person who is a connected person in relation to such trust;

c) in relation to a **member of any partnership**-

- i) any other member; and
- ii) any connected person in relation to any member of such partnership;

d) in relation to a **company**-

- i) any other company that would be part of the same group of companies as that company if the expression 'at least 70 per cent' in paragraphs (a) and (b) of the definition of 'group of companies' in this section were replaced by the expression 'more than 50 per cent';

[deleted by Revenue Laws Amendment Act No. 20 of 2006] ;

- iv) any person, other than a company as defined in section 1 of the Companies Act, 1973 (Act No 61 of 1973), who individually or jointly with any connected person in relation to himself, holds, directly or indirectly, at least 20 per cent of the company's equity share capital, or voting rights;

any other company if at least 20 per cent of the equity share capital of such company is held by such other company, and no shareholder holds the majority voting rights of such company;

vA) any other company if such other company is managed or controlled by-

- aa) any person who or which is a connected person in relation to such company; or
any person who or which is a connected person in relation to a person contemplated in item (aa); and

vi) where such company is a **close corporation**-

- aa) any member;
- bb) any relative of such member or any trust which is a connected person in relation to such member; and
- cc) any other close corporation or company which is a connected person in relation to-
 - i) any member contemplated in item (aa); or
 - ii) the relative or trust contemplated in item (bb); and

e) in relation to any person who is a connected person in relation to any other person in terms of the foregoing provisions of this definition, such other person; and in this definition the expression **"beneficiary"** means any person who has been named in the will or deed of trust concerned-

- i) as a beneficiary; or
- ii) as a person upon whom the trustee of the trust has the power to confer a benefit from such trust.

"Associated Institution", in relation to any single employer,

means-

- a) where the employer is a company, any other company which is associated with the employer company by reason of the fact that both companies are managed or controlled directly or indirectly by substantially the same persons; or
- b) where the employer is not a company, any company which is managed or controlled directly or indirectly by the employer or by any partnership of which the employer is a member; or
- c)

"Labour Broker"

means -

any natural person who conducts or carries on any business whereby such person for reward provides a client of such business with other persons to render a service or perform work for such client, or procures such other persons for the client, for which services or work such other persons are remunerated by such person;

"Personal Service Provider"

means -

any company or trust, where any service rendered on behalf of such company or trust to a client of such company or trust is **rendered personally** by any person who is a **connected person** in relation to such company or trust, and—

- a) such person would be **regarded as an employee** of such client if such service was **rendered by such person directly** to such client, other than on behalf of such company or trust; or
- b) where those duties must be **performed mainly at the premises of the client**, such person or such company or trust is **subject to the control or supervision** of such client as to the manner in which the duties are performed or are to be performed in rendering such service; or

where **more than 80 per cent of the income** of such company or trust during the year of assessment, from services rendered, consists of or is likely to consist of amounts received **directly or indirectly from any one client** of such company or trust, or any associated institution as defined in the Seventh Schedule to this Act, in relation to such client,

Except where such company or trust throughout the year of assessment **employs three or more full-time employees** who are on a full-time basis engaged in the business of such company or trust of rendering any such service, **other than any employee who is a shareholder or member of the company or trust or is a connected person** in relation to such person;

"Remuneration"

means -

any amount of income which is paid or is payable to any person by way of any salary, leave pay, wage, overtime pay, bonus, gratuity, commission, fee, emolument pension, superannuation allowance, retiring allowance or stipend, whether in cash or otherwise and whether or not in respect of services rendered, including-

- a) any amount referred to in paragraph (a), (c), (cA),(d), (e), (eA) or (f) of the definition of "gross income" in section one of this Act;

any amount required to be included in such person's gross income under paragraph (i) of that definition;

bA) ...

but not including-

- ii) any amount paid or payable in respect of services rendered or to be rendered by any person (other than a person who is not a resident or an employee contemplated in paragraph (b), (c), (d) (e) or (f) of the definition of "employee") in the course of any trade carried on by him independently of the person by whom such amount is paid or payable and of the person to whom such services have been or are to be rendered: **Provided** that for the purposes of this paragraph a person shall not be deemed to carry on a trade independently as aforesaid if the services are required to be performed mainly at the premises of the person by whom such amount is paid or payable or of the person to whom such services were or are to be rendered and the person who rendered or will render the services is subject to the control or supervision of any other person as to the manner in which his or her duties are performed or to be performed or as to his hours of work. **Provided** further that a person will be deemed to be carrying on a trade independently as aforesaid if he throughout the year of assessment employs three or more employees who are on a full time basis engaged in the business of such person of rendering any such service, other than any employee who is a connected person in relation to such person;

iii) ...

“Resident”

means any-

(a) natural person who is-

- (i) ordinarily resident in the Republic; or
- (ii) not at any time during the relevant year of assessment ordinarily resident in the Republic, if that person was physically present in the Republic-
 - a) for a period or periods exceeding 91 days in aggregate during the relevant year of assessment, as well as for a period or periods exceeding 91 days in aggregate during each of the five years of assessment preceding such year of assessment; and
 - b) for a period or periods exceeding 915 days in aggregate during those five preceding years of assessment,

in which case that person will be a resident with effect from the first day of that relevant year of assessment: **Provided** that-

- (A) a day shall include a part of a day, but shall not include any day that a person is in transit through the Republic between two places outside the Republic and that person does not formally enter the Republic through a “port of entry” as contemplated in section 9 (1) of the Immigration Act, 2002 (Act No. 13 of 2002), or at any other place as may be permitted by the Director General of the Department of Home Affairs or the Minister of Home Affairs in terms of that Act; and
- (B) where a person who is a resident in terms of this subparagraph is physically outside the Republic for a continuous period of at least 330 full days immediately after the day on which such person ceases to be physically present in the Republic, such person shall be deemed not to have been a resident from the day on which such person so ceased to be physically present in the Republic; or

- (b) person (other than a natural person) which is incorporated, established or formed in the Republic or which has its place of effective management in the Republic,

but does not include any person who is deemed to be exclusively a resident of another country for purposes of the application of any agreement entered into between the governments of the Republic and that other country for the avoidance of double taxation;

Summary Sheet:
For Eskom Use Only:

EMPLOYEES' TAX:	PAYE RATE	SDL 1% - Employer contribution	UIF 1% - Employer contribution 1% - Employee contribution	TAX CERTIFICATE	TAX CODE ON IRP5 / IT3(a)	NATURE OF PERSON CODE
Company / Close Corporation / Trust						
Personal Service Provider	28%	N/A	N/A	IRP5 / IT3(a)	3601 or 3616	H
Individuals						
Labour Broker	Individual tax rates	N/A	X	IRP5 / IT3(a)	3617	A
Dependent Contractor	Individual tax rates	X	X	IRP5 / IT3(a)	3601 or 3616	"A" for Individual "E" for Company/CC "D" for Trust
Independent Contractor	No tax	N/A	N/A	N/A	N/A	N/A

X = Applicable

VAT:

Independent contractors who carry on activities independent from Eskom may be registered VAT vendors. PAYE is calculated on the VAT exclusive amount.

Checklist - For Eskom Use Only:

EVALUATION PACK A – COMPANY OR CLOSE CORPORATION OR TRUST					
Contractor's Name:					
Vendor No:					
No.	Questions	Yes	No	If Answer is:	Check Signed Appendix
1(i)	Are you a Resident of the Republic of South Africa in terms of the Income Tax Act?	☐	☐	No	9 Refer to Group Tax
2(i)	Do you employ 3 (three) or more persons (excluding shareholders or members or beneficiaries of the Company/CC/Trust and connected persons in relation to the shareholder or member or beneficiaries)?	☐	☐		
2(ii)	Are these employees employed on a full time basis and are they engaged in the business of the Company/CC/Trust?	☐	☐		
2(iii)	Are the above 3 employees connected to the shareholders or the members or beneficiaries of the Company/CC/Trust?	☐	☐	No	1 & 8
3(i)	Will/are any person who is a Connected person in relation to the Company/CC/Trust render services <u>personally</u> to Eskom on behalf of the Company/CC/Trust?	☐	☐	No	2 & 8
4(i)	During the current year of assessment will more than 80% of your income or is it likely that more than 80% of your income will consist of amounts received either directly or indirectly from any one client, or an Associated institution in relation to that client?	☐	☐	Yes Or No	7 Or 4
5(i)	Must your duties be performed / are your duties performed mainly (more than 50%) at the premises of Eskom AND will you be /are you subject to Eskom's control or supervision as to the manner in which your duties are performed or to the hours of work?	☐	☐	Yes Or No	7 Or 3
6(i)	Do/will the payments by Eskom for services payable with reference to output or certain agreed results, e.g. payment (be a fixed fee or an hourly rate) be only due if and when a specific deliverable has been completed?	☐	☐		
6(ii)	Does/Will Eskom have the contractual right to control the tools or equipment, staff, raw materials, routines, patents or technology used in the provision of the services?	☐	☐		
6(iii)	Are you/will you prohibited from rendering services to any other employers/clients during the period of service to Eskom?	☐	☐		
6(iv)	Do/will you have the right to sub-contract work?	☐	☐		
6(v)	Are you personally or will you personally be at risk for the quality of the work done or to be done (risk for poor quality; time over-runs, project not producing income)?	☐	☐		
6(vi)	Are/will you or the person rendering the service be obliged to be present and perform the work at Eskom regardless of whether work is available or not?	☐	☐		
6(vii)	Is Eskom's business or will Eskom's business be critical to your financial/economic survival?	☐	☐		
6(viii)	Does/will your position form part of Eskom's organisational structure?	☐	☐		
6(ix)	Does/will Eskom provide you with any of the following: Pension fund / Provident fund / Retirement Annuity Fund; medical aid, leave of any nature, salary increases, bonuses or any allowances.	☐	☐		
6(x)	Does/will Eskom provide you with an office?	☐	☐		
6(xi)	Does Eskom provide you with any equipment, tools, stationery and material?	☐	☐		
	Tax Status			Personal Service Provider Or Independent Person	7 Or 8
The following must be accompany all the questions		Signed "Particulars of person acting as representative of the Company / Close Corporation / Trust".			

Checklist - For Eskom Use Only:

EVALUATION PACK B – INDIVIDUALS					
Contractor's Name:					
Vendor No:					
No.	Questions	Service	People	If Answer is:	Check Signed Appendix
1(i)	Do you provide Eskom with a service or people?	☐	☐	Service	5
		Yes	No		
2(i)	Do you provide Eskom with People and will these people be paid by you?	☐	☐		
2(ii)	Are you in a position of an IRP30 exemption certificate which is valid for the period under review?	☐	☐	Yes/No	6
3(i)	Are you a Resident of the Republic of South Africa in terms of the Income Tax Act?	☐	☐	No	Refer to Group Tax
4(i)	Do you employ 3 (three) or more persons (excluding shareholders or members or beneficiaries of the Company/CC/Trust)?	☐	☐		
4(ii)	Are these employees employed: On a full time basis in your business; and are they engaged in the business of the Company/CC/Trust?	☐	☐		
4(iii)	Are any of these employees connected in respect of the Individual, e.g. spouse, parent, adoptive parent, child, grandparent, cousin, etc.?	☐	☐	No	1 & 8
5(i)	Do you render/will you be rendering the service mainly (more than 50%) at the premises of Eskom?	☐	☐		
5(ii)	Are you/Will you be subject to Eskom's control or supervision as to the manner in which your duties are to be performed or as to the hours of work?	☐	☐	Yes to 5(i) and 5(ii) or No to 5(i) or 5(ii)	7 or 3
6(i)	Do/will the payments by Eskom for services payable with reference to output or certain agreed results, e.g. payment (be it a fixed fee or an hourly rate) be only due if and when a specific deliverable has been completed?	☐	☐		
6(ii)	Does/Will Eskom have the contractual right to control the tools or equipment, staff, raw materials, routines, patents or technology used in the provision of the services?	☐	☐		
6(iii)	Are you/will you prohibited from rendering services to any other employers/clients during the period of service to Eskom?	☐	☐		
6(iv)	Do/will you have the right to sub-contract work?	☐	☐		
6(v)	Are you personally / will you personally be at risk for the quality of the work done or to be done (risk for poor quality; time over-runs, project not producing income)?	☐	☐		
6(vi)	Are/will you or the person rendering the service be obliged to be present and perform the work at Eskom regardless of whether work is available or not?	☐	☐		
6(vii)	Is Eskom's business or will Eskom's business be critical to your financial/economic survival?	☐	☐		
6(viii)	Does/will your position form part of Eskom's organisational structure?	☐	☐		
6(ix)	Does/will Eskom provide you with any of the following: Pension fund / Provident fund / Retirement Annuity Fund; Medical Aid; Leave of any nature; Salary increases; Bonuses; Any allowances.	☐	☐		
6(x)	Does/will Eskom provide you with an office?	☐	☐		
6(xi)	Does/will Eskom provide you with any equipment, tools, stationery and material?	☐	☐		
	Tax Status			Employee Or Independent Person	7 Or 8
The following must be accompany all the questions		Signed "Particulars of "Individual".			

Attachment 02
E-tendering Help
Manual
acknowledgement
form

	E-Tenderers' E-Tendering Training Acknowledgement Form	Document Identifier	240-9722574	Rev	1
		Effective Date	August 2023		
		Review Date	August 2026		

ANNEXURE NO.: _1_____

ACKNOWLEDGEMENT FORM – E-TENDERING TRAINING

Enquiry no: [E2946GXPOU]

Business name/JV: _____

Contact Person: _____

Tel (landline): _____

Cellphone: _____

E-mail address: _____

Acknowledgment: [Select and complete in full applicable paragraph below]

I _____ (Tenderer's Name) acknowledge that I have undergone self-training though the e- Tendering Noddy Guide or video or via a clarification meeting for me to understand. I am satisfied with my self-training and confirm that I will be able to operate the E- Tendering Solution.

Authorized Signature: _____

Designation: _____

Date: _____

Public

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Attachment 03

Scope of Work

	Specification	Peaking
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Title: Technical Specification for the Addition of Road Speed Humps to Main Access Road at Ingula Pumped Storage Scheme	Unique Identifier:	478/591-H
	Alternative Reference Number:	ECN 25596543
	Area of Applicability:	Peaking Engineering
	Documentation Type:	Specification
	Revision:	1.0
	Total Pages:	23
	Next Review Date:	N/A
	Disclosure Classification:	CONTROLLED DISCLOSURE

Compiled by	Functional Responsibility	Authorised by
.....		
Senior Technician: Civil	SEM: Civil and Structures (Acting)	Engineering Manager
Date:	Date:	Date:

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1. INTRODUCTION

The *works* makes provision for traffic calming measures to address the risk of wildlife vehicle collisions at Ingula Pumped Storage Scheme (IPSS). This includes the installation of four (4) Speed Humps and five (5) Rumble Strips with associated road signage and road markings.

2. SUPPORTING CLAUSES

2.1 SCOPE

This document covers the Technical Specification for traffic calming measures (TCMs) to the existing access roads at IPSS.

The TCMs includes the following:

- The installation of four (4) 70mm high semi-circular speed humps.
- The installation of five (5) rumble strips.

2.1.1 Purpose

The purpose of this Technical Specification is to state the *Employer's* technical requirements and provide the *Contractor* with the necessary information to submit a comprehensive tender.

2.1.2 Applicability

This document shall apply to Peaking and is to be used as an input to the associated Works Information NEC contract.

2.2 NORMATIVE/INFORMATIVE REFERENCES

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

2.2.1 Normative

- [1] ISO 9001 Quality Management Systems.
- [2] 240-105658000 Supplier Quality Management Specification
- [3] 240-53114002 Engineering Change Management Procedure
- [4] 240-53665024 Engineering Quality Manual
- [5] 240-4332798 Engineering Policy
- [6] 240-99527377 Inspection Manual for Civil Works at Eskom Power Stations
- [7] 478/591 Investigation Report
- [8] 478/591-C SRD
- [9] 478/591-E Detail Design Report.

2.2.2 Informative

- [10] R1010 Construction Regulations
- [11] Environmental Flash Report – item ID404
- [12] Environmental Flash Report – item ID405
- [13] Environmental Flash Report – item ID406

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2.2.3 Disclosure Classification

Controlled disclosure: controlled disclosure to external parties (either enforced by law, or discretionary).

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3. DESCRIPTION OF THE WORKS

3.1 Executive overview

Ingula Power Station is located approximately 23km North-East of Van Reenen. It saddles the Little Drakensberg escarpment, which forms the border between the Free State and Kwa Zulu-Natal provinces. The Power Station was commissioned by Eskom between 2016 and 2017.

Wildlife vehicle collisions along the station access roads are directly related to speeding and therefore TCMs are required. TCMs will be in the form of 70mm high semi-circular Speed Humps and Rumble Strips.

3.2 Employer's objectives and purpose of the works

- The *Employer's* objective is for a competent *Contractor* to perform installation of TCM measures to the access road network in order to:
 - Address the common occurrence of animal fatalities caused by excessive speeding along the station access roads.

3.3 Interpretation and terminology

The following definitions are used:

Definitions	Meaning given to the definition
Risk	Effect of uncertainty on objectives. An effect is a deviation from the expected (positive and/or negative). Objectives can have different aspects, such as financial, health and safety, and environmental goals and can apply at different levels such as strategic, organization-wide, project, product and process.
Structural Integrity	Structural integrity is an engineering field that plays a fundamental part of ensuring that structures are fit to do what they are designed under normal operational conditions and are safe when conditions exceed the original design intent.

The following abbreviations are used:

Abbreviation	Meaning given to the abbreviation
COTO	Standard Specifications for Road and Bridge Works for State Road Authorities
ECM	Engineering Change Management
IPSS	Ingula Pumped Storage Scheme
ISO	International Organization for Standardization
ITP	Inspection Test Plan
OHS	Occupational Health and Safety
QCP	Quality Control Plan
SANS	South African National Standards

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TCM	Traffic Calming Measures
TRH	Technical Recommendations for Highways

4. MANAGEMENT AND START UP

4.1 Engineering quality assurance requirements

The Quality Plan manages the overall quality of the project's main activities and milestones. It lists detailed activities in order of execution where each activity is described and references the associated work packages or specifications with witness, hold and verification points.

- The QCP's make provision for signatures indicating Completion by the *Contractor* and acceptance by the *Employer* at the end of each activity.
- The *Contractor* complies with all quality requirements as set out in 240-105658000 Supplier Quality Management Specification.
- The *Contractor* complies with the latest version of the ISO 9001 Quality Management System.
- The quality requirements are as per Eskom Standard, 240-105658000 Supplier Quality Management Specification.
- The *Contractor* defines the level of QA/QC or inspection imposed on his Subcontractors and suppliers.
- The programming of inspections, hold and witness points are agreed between the *Employer* and the *Contractor* prior to undertaking any work or inspections.
- All technical design and implementation documentation and QCP are submitted to the *Employer* for Acceptance 4 weeks prior to the commencement of any *works* or inspections.
- The *Contractor* has the necessary equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.
- Quality control to be carried out by a qualified inspector who is independent of the application activities. Quality control cannot be carried out by the site supervisor, or any member of staff involved in production and programming.
- The *Contractor* retains the following records:
 - Material batch records
 - Signed Product Data Sheets.
 - Technical records
 - Records of dates and times of the application of each coat including repair coats.
 - Records of specific tests as required by the *Employer*
- Quality control plans will include, but is not limited to the following aspects of the *works*:
 - Road Works

4.2 Training workshops and technology transfer

N/A

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5. ENGINEERING AND THE *CONTRACTORS* DESIGN

The design is as per the drawings of the access road network. The *Contractor* is to construct as per the designs provided.

5.1 *EMPLOYER'S* DESIGN

The design consists of TCM measures in the form of 70mm high semi-circular Speed Humps and Rumble Strips along the Power Station Access Roads at pre-determined locations.

5.1.1 Scope of Work

The Scope must be read in conjunction with the specifications as stipulated in Section 5.1.2.1.1 to 5.1.2.1.4. Discrepancies or ambiguities are to be reported to the *Employer* prior to submission of tender. The *Contractor* must submit all work methods, procedures and specifications to the *Employer* for acceptance. The Scope of *works* entails the provision of services for the installation of Traffic Calming Measures in the form of four (4) Speed Humps and five (5) Rumble Strips. The *works* comprises the following:

Applicable Structure	Scope
Road Speed Humps & Rumble Strips(As per Typical Speed Humps and Rumble Strips Drawing 18.83/248)	• Submission of all work methods and procedures to the <i>Employer</i> for acceptance. • The <i>Contractor</i> to provide resources, equipment and services in compliance with the OSH Act. • The <i>Contractor</i> to supply and deliver all necessary materials, machinery, tools and equipment required to perform the <i>works</i> as stated in the Technical Specification. • Install Speed Humps as detailed in typical drawings, survey for design check, level control and construction, clearing/grubbing, removal of vegetation, controlling of traffic, paint road markings, erect traffic signs. • Install Traverse Rumble Strips as detailed in typical drawings, survey for design check, level control and construction, clearing/grubbing, removal of vegetation, controlling of traffic, erect traffic signs.

The *Contractor* assesses the full scope of work at the site inspection meeting and submits tender accordingly. The *Contractor* shall check and verify the as built condition. The scope is read in conjunction with specifications and the pricelist.

5.1.2 Particular Specifications and Performance Requirements

5.1.2.1 Road Speed Humps

- The *Contractor* to perform a detailed site inspection to note the existing features and as-built condition. This includes performing a road construction survey (before and during construction) for level control to ensure the cross-sectional properties of the road is acceptable in terms of the crossfall, camber, vertical alignment and horizontal alignment. The *Contractor* takes cognisance of the surroundings that may potentially affect the *works* during implementation.

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- The *Contractor* shall note that he will be required to excavate 30mm into the existing surface layer to install the speed hump toes on both sides. A prime coat will be applied after compaction and final preparation of the base. A 70mm thick hot mix asphalt layer will be placed in a semi-circular shape as a surface layer at temperatures ranging from 140°C to 160°C using specialised paving equipment. The construction is to be in accordance with the typical pavement design and road profile.
- The *Contractor* to ensure that all necessary traffic signs and road markings are installed as specified in the South African Road Traffic Signs Manual and SANS 1200. The white line road markings will be 100mm wide (broken or unbroken as per the drawings). The white transverse line markings on the speed hump will be 200mm wide as per the drawings. The speed hump warning sign to be used in combination with an Advisory Speed sign, showing the appropriate speed (design speed 30km/h) for the specific hump. The traffic signs shall be placed 30 meters ahead of the speed hump. 'Danger Plates' (W401 and W402) will also be placed on either side of the speed humps.
- The *Contractor* to carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Authorities (COTO), Draft Standard (DS), October 2020. The material specifications to meet the requirements of material classification as per TRH 14.
- The *Contractor* provides Transport, Carting and Equipment (Plant) to perform the works this includes all that is necessary to perform the works. This would typically include, Tipper trucks, TLB (Tractor, Loader, Backhoe), Grader, Water Truck, Vibratory Rollers, etc. Plant and Equipment used must be fit for purpose as per the standard guidelines for road maintenance (refer to Section 8.3).
- Degree of accuracy in the horizontal plane is degree of accuracy I, as per SANS 1200D.
- The *Contractor* supply plant including, operator, fuel, maintenance and pertinent cost to perform the *works*.

5.1.2.2 Traverse Rumble Strips

- Aggregate for rumble strips to be between 9mm – 13.5mm.
- The prime coat shall be Coleprime E as supplied by Colas, or similar approved, for the preparation of the asphalt surface.
- The tack coat shall be 30% stable-grade emulsion, 50/70 penetration grade bitumen.
- The *Contractor* to ensure that all necessary traffic signs and road markings are installed as specified in the South African Road Traffic Signs Manual and SANS 1200. The rumble strip warning sign to be placed 50 meters ahead of the rumble strips.

5.1.2.3 Acceptance Testing

- The *Contractor* to carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Authorities (COTO), Draft Standard (DS), October 2020. The material specifications to meet the requirements of material classification as per TRH 14.

5.1.2.4 Quality Assurance (QC)

- The *Contractor* provides the necessary equipment and qualified staff to carry out the QC required to ensure compliance with the specification.

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- QC to be carried out by a qualified inspector who is independent of the application activities. Quality control cannot be carried out by the site supervisor, or any member of staff involved in production and programming.
- The *Contractor* retains at least the following records:
 - Material batch records
 - Signed product data sheets and material specification
 - Records of surface preparation
 - Records activity application
 - Records of specific tests as required by the *Employer*
 - Mix design records
 - Material delivery notes
 - Survey records of works
- These records to be kept in a format that meets the approval of the *Employer*.
- The cost of QC shall be included in the *Contractor's* tender price.
- Before the commencement of the contract, the *Contractor* prepares the following:
 - A Quality Plan detailing each activity to be carried out during the execution of the *works*. Each activity shall be supported by a detailed Works Procedure/Method Statement for that activity. The Quality Plan will also detail the inspection requirements of each specific activity, listing whether it is a review, witness or hold point, and defining the responsibilities of the various parties at each stage of the works.
 - The Safety File.
 - The joint guarantee for coating manufacturer, materials, and workmanship.
- The *Contractor* provides the necessary documentation to be used during all quality control inspections. Such documentation is reviewed and approved by the *Employer* before work commences.
- The *Contractor* produces evidence that he has copies of and understands all reference documents listed under the specification section.

5.1.2.5 Quality Surveillance

- The *Employer* may either carry out Quality Surveillance of the work or employ an independent technically qualified organisation to carry out Quality Surveillance of the work on his behalf. In the event of dispute, the decision of the *Employer* shall be final.
- For the purpose of carrying out quality surveillance, the *Employer* or his authorized representative to be granted access to any part of the *Contractor's* premises relevant to the work being carried out, at any reasonable time. The *Contractor* provides, at his own cost, any equipment or labour necessary to gain safe access to sections of the works to carry out surveillance.
- The *Employer* or his authorized representative may remove any reasonable samples of materials to be used. Rejection of the samples will place a hold on the use of material of the same batch number and may lead to rejection of all that batch of material and the reworking of any components that have already been done (example coating, grouting etc.) with rejected material.

- The *Employer* or his authorized representative may carry out reasonable destructive tests to ascertain compliance with the specification. Areas thus damaged are repaired by the *Contractor* to the satisfaction of the *Employer* at no additional cost.
- The *Contractor* notifies the *Employer* or his authorized representative in advance and timeously of the date on which the activities will be complete and ready for inspection.
- On completion of the contract a final inspection shall be carried out by the *Employer* or his authorized representative and a Contract Completion Certificate will be issued. Final payments will not be made until this Contract Completion Certificate has been issued. This final 'completion' inspection should be carried out just prior to handing over of *works*.

5.1.2.6 Records

- On completion of the works, the *Contractor* provides the *Employer* with a Data Book containing all the relevant Quality Control documents and records pertaining to the works.
- This data book contains, as a minimum, the following:
 - The Quality Plan.
 - Copies of all Batch Release Certificates from the manufacturers acquired during the course of the project.
 - Copies of the signed paint manufacturer's data sheets acquired during the course of the project.
 - All relevant QC Records.

5.1.2.7 Clean working conditions

- The site is kept and left in a clean and orderly condition as the work progresses and upon completion thereof.
- The *Contractor* stores equipment, materials and plant for which he is responsible in an orderly manner.

5.2 PROCEDURE FOR SUBMISSION AND ACCEPTANCE OF *CONTRACTOR'S* DESIGN

Not Applicable.

5.3 OTHER REQUIREMENTS OF THE *CONTRACTOR'S* DESIGN

None.

5.4 USE OF *CONTRACTOR'S* DESIGN

Not Applicable

5.5 DESIGN OF EQUIPMENT

There is no design of equipment

5.6 EQUIPMENT REQUIRED TO BE INCLUDED IN THE WORKS

- The *Contractor* supplies all tools and Equipment for the Works including safety harnesses approved by the *Employer* and step ladders with their inspection records.
- The *Contractor* must provide sufficient Equipment and tools to carry out the work. The *Contractor* shall have all the necessary ancillary Equipment and hand tools available for the work. The Engineer shall be entitled to request reserve plant should there be any doubt as to the efficiency or capability of the Equipment provided.

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5.7 AS-BUILT DRAWINGS, OPERATING MANUALS AND MAINTENANCE SCHEDULES

- The *Contractor* submits marked up drawings to the *Project Manager* for acceptance at completion of the *works*.
- Before a Certificate of Completion is issued, all as-built data and drawings must be provided to the Project Manager on completion of the permanent *Works*. The data must be provided in electronic form or where appropriate marked up on a set of drawings.
- Any information in the possession of the Contractor which is necessary for the Engineer to check the as-built drawings shall be supplied to the Engineer regularly and all information must be delivered before a Certificate of Completion will be issued.

6. PROCUREMENT

The Contractor provides all labour, gear and tools, vehicles, temporary works/ scaffolding, consumables, bulk mixing plant, equipment and cleaning materials required to provide the *Works*. The *Contractor* supplies/procures all Plant and Material, fabrication, manufacturing, handling, storage, testing, delivery, off-loading and erection/construction, disposal of debris and finishing in every detail of *works*. The Contractor constructs any works that can be reasonably inferred from this *Employer's* specifications.

During the erection period, the *Contractor* as a builder and/or user of machinery performs 'building work' in terms of OHS Act. The *Contractor*, before taking occupation on a Site, obtains a permit to work from the Project Manager. No unauthorised person(s) enters into any prohibited/restricted area. Daily dairies/logs/data books are kept and signed by the *Contractor* and are also signed off daily by the Supervisor.

The following is to be recorded (as a minimum) in the daily diaries:

- Manpower and Equipment used,
- Weather conditions,
- Description of any unique occurrences, incidents, or accidents,
- Delays and reasons for the delays,
- Industrial relations abnormalities,
- Description of activities to be performed,
- Recording of on-site tests, for example slump tests.

In addition to the afore mentioned, the *Contractor* adheres to the following:

- The *Contractor* is restricted to the Site.
- The *Contractor* is not to enter any other areas and ensures that his employees abide by the regulations.
- The *Contractor's* equipment does not impair the operation or access to the plant.
- The *Contractor* provides any temporary or expendable materials required for the storage of material.
- The *Contractor* safeguards and secures all items whilst in the *Contractor's* custody and control, until completion of the works.
- The adjacent plant and equipment are not modified without written permission from the Project Manager. Modification in this sense includes, but is not limited to the following:

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- Welding onto existing plant,
- Drilling into structural steel or concrete,
- Cutting or removing,
- Loading adjacent structures.

6.1 PLANT AND MATERIALS

6.1.1 Quality

- The quality requirements are as per *Employer's* Standard 240-105658000: Supplier Quality Management Specification.
- The *Contractor* establishes and implements a system that, as a minimum, meets the requirements of the ISO 9000 series for quality management systems.
- The main objectives of this series are to ensure that appropriate quality requirements are employed to comply with the services.
- The *Contractor* notifies the *Employer* of any proposed changes to the quality management system that will affect the contract quality requirements, prior to implementing such changes.
- The *Contractor* ensures that appropriate quality requirements are placed to comply with the services.
- The *Contractor* notifies the *Employer* of any proposed changes to the quality management system that will affect the contract quality requirements, prior to implementing such changes.
- Quality Control Plans (QCP's) to be presented by the *Contractor* for *Employer's* Acceptance.
- Corrosion protection to meet the quality requirements of 240-106365693 Standard for the External Corrosion Protection of Plant, Equipment and Associated Piping with Coatings.
- Civil Engineering works to meet the quality requirements of standards listed in Section 8.3.

6.1.2 Guarantee Inspection

- The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.
- The *Contractor* provides the construction guarantees for the complete works. The *Contractor* provides the guarantees for their obligations in a letter format clearly stating the guarantees in relation to the scope of work.
- The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.
- The bond/s or guarantee required is provided within 2 weeks of the Contract Date.

6.1.3 Product Support

N/A

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6.1.4 Defects correction

- All new equipment, materials and systems shall be furnished with a written guarantee with a defects liability period as per the NEC Contract from date of completion of work. These guarantees shall be furnished in favour of the Employer. On Completion of the required and specified work the systems, installations and equipment shall be commissioned and handed over to the Supervisor for acceptance.
- On or before the completion date the *Contractor* has done everything required to Provide the *works*.
- The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.
- After successful commissioning of the plant, the *Employer* takes over the works or section of the works by means of a Take-over certificate listing all defects that may still be outstanding from the works, however not hindering the successful operation of the plant.

6.1.5 Plant & Materials provided “free issue” by the *Employer*

- The *Employer* can issue 9mm to 13mm aggregate stone which could be used for the rumble strips.

6.1.6 *Contractor's* procurement of Plant and Materials

- The *Contractor* procures all Plant and Material required for execution of the work.
- The *Contractor* ensures all Plant and Material supplied are adequately packaged and crated for transportation and delivered to Ingula Pumped Storage Scheme.
- The *Contractor* ensures prior to construction that the Plant and Material delivered are not damaged during delivery to site.
- The Plant and Material is protected against any damages during storage, loading and transportation.
- Crates, containers, boxes etc. are clearly marked on the outside as to the specific contents.
- The *Contractor* is responsible to ensure that all his/her belongings are always stored safely and are not obstructing other operations in the power station.

6.1.7 Spares and consumables

N/A

6.2 TESTS AND INSPECTIONS BEFORE DELIVERY

The *Contractor* shall provide a testing / commissioning program and procedure to be accepted by the *Project Manager*.

All tests and commissioning are to be as per National and Eskom Standards.

The *Contractor* is required to perform the following tests, as a minimum, before delivery of the *works*:

- The *Contractor* is to submit the respective testing procedures to the *Employer* for his review and acceptance prior to conducting testing at the *Contractors* facilities.
- Site acceptance testing and commissioning of the integrated system with all associated equipment. The *Contractor* is to submit the respective testing procedures to the Employer for his review and acceptance prior to conducting testing.

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- The *Contractor* to carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO).
- The material specifications to meet the requirements of material classification as per TRH 14.
- On completion and submission of every part of the work to the *Employer* for inspection, the Contractor shall furnish to the Employer the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the specifications.

6.3 MARKING PLANT AND MATERIALS OUTSIDE THE WORKING AREAS

All equipment and materials must be marked as follows: Ingula Power Station, *Contractor's* name.

6.4 CONTRACTOR'S EQUIPMENT (INCLUDING TEMPORARY WORKS).

- The *Contractor* ensures that any sophisticated or highly specialised Equipment that is required in order to complete the *works* is put forward on notice to the *Project Manager*.
- All other Plant and Materials are to be provided by the *Contractor*.
- Suitable lifting equipment is used for off-loading and loading of the Equipment and associated equipment at the works.
- The *Contractor* provides all the necessary tools, equipment, working at heights equipment, anchor points, mobile access etc. required to execute the *works*. During construction, the *Contractor* provides photographs of the works specifically the areas that are above ground level.
- Transportation of equipment and materials is the responsibility of the *Contractor*.
- The *Contractor* supplies, installs, maintains, and removes all temporary construction facilities and utilities necessary to provide the *Works*. Additionally, the *Contractor's* Equipment does not impair the operation or access to the plant.

6.5 CATALOGUING REQUIREMENTS BY THE *CONTRACTOR*

N/A

7. CONSTRUCTION

7.1 TEMPORARY WORKS, SITE SERVICES & CONSTRUCTION CONSTRAINTS

General access to the power station is controlled and Site induction is completed before work is allowed to start. It is the responsibility of the *Contractor* to ensure that all employees have attended the Site Induction.

Before work starts on Site, a Site inaugural meeting is held between the *Contractor* and the *Employer*, where details of the works are discussed and clarified.

The *Contractor* is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.

The *Contractor* complies with all Site regulations and instructions. The onus is on the *Contractor* to ensure his familiarity with the *Employer's* Site regulations and inspections.

The *Contractor's* Site Supervisor is on Site for the entire duration of the *works*.

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It is mandatory that the *Contractor* adheres to all security regulations in force during the period of the contract.

Before entry to the Site will be allowed, everyone will undergo an alcohol breathalyser test which needs to be passed in order to be allowed on site. This is one of the five Life-saving Rules to which the *Contractor* is required to adhere to at all times.

7.1.1 *Contractor's* equipment

- The *Contractor* ensures that any sophisticated or highly specialised Equipment that is required in order to complete the *Works* is put forward on notice to the *Project Manager*.
- All other Plant and Materials are to be provided by the *Contractor*.
- Suitable lifting equipment is used for off-loading and loading of the Equipment and associated equipment at the *Works*.
- The *Contractor* provides all the necessary tools, equipment, working at heights equipment, anchor points, mobile access etc. required to execute the *Works*. During construction, the *Contractor* provides photographs of the *Works* specifically the areas that are above ground level.
- Transportation of equipment and materials is the responsibility of the *Contractor*.
- The *Contractor* supplies, installs, maintains, and removes all temporary construction facilities and utilities necessary to provide the *Works*. Additionally, the *Contractor's* Equipment does not impair the operation or access to the plant.

7.1.2 Equipment provided by the *Employer*

N/A

7.1.3 Site services and facilities

a) Source of Power Supply

- All points of supply are provided in terms of availability, quantity and location as indicated by the *Employer*. No permanent connection is made to the installation at the power station.
- No guarantees of power supply quality are given, and power supply breaks of some duration may occur without warning.
- Any electrical equipment, or appliances used by the *Contractor* conforms to the applicable Occupational Health and Safety Act safety standards and is maintained in safe and proper working condition. The *Employer* has the right to stop the *Contractor's* use of any electrical equipment, or appliance, which, in the opinion of *Employer*, does not conform to the foregoing.
- The *Contractor* all temporary wiring and cabling to lead power from the *Employer's* supply points, to where it is required, maintain same and remove on completion.

b) Source of Water Supply

- All points of supply are provided in terms of availability and location.
- The *Employer* indicates which supply points may be used.
- Water for construction purposes is the responsibility of the *Contractor*.

c) Designated smoking area

- Personnel to smoke only at designated smoking areas.

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d) Ablution facilities

- The *Contractor* makes provision for the ablution facilities during the *works*.

e) Site Induction

- The *Employer* performs a Safety and Environmental induction on site.
- This will be arranged prior to commencement of the *works* on site.

f) Storage

- A suitable storage area to be indicated for the *Contractor's* materials to provide the *works*.
- The *Contractor* provides everything else necessary for providing the *works*.

7.1.4 Facilities provided by the *Contractor*

- The Contractor ensures that Site accommodation, vehicles, kitchen space, office space, storage and office equipment are provided.
- The Contractor removes all equipment used during the installation and commissioning within 24 hours after commissioning.
- Security to the Contractor's storage and office area is the responsibility of the Contractor.
- The Employer is not able to offer office space to Contractors for the period of work on site.
- An area will be allocated on site by the Employer for the Contractor to utilise for temporary office space.
- No spoil areas are provided on site and the Contractor ensures that the above-mentioned facilities and all waste generated are removed on completion of the works. Construction waste to be disposed at a registered disposal facility.
- Notwithstanding the above, the Contractor provides all the required facilities to execute the works.

7.1.5 Existing premises, inspection of adjoining properties and checking work of Others

- The *Contractor* communicates disruptions and amount of time of the disruption to the *Project Manager* during the *works*.
- The *Contractor* is required to inspect the work and ensure that it is safe before execution. Because IPSS is a power generation plant, the *Contractor* ensures and communicates with the *Project Manager* regarding working times, construction methods, permits and down time requirements. No work commences pending the *Project Managers* written instruction.
- It is the responsibility of the *Contractor* to inform the *Employer* if any of his construction work influences any of the existing structures, plant, buildings, or underground services, so that the necessary baseline inspections can be done to ensure that no damage is caused by the *works*. The method statements of all work needs to evaluate the possibility of any impact on the existing premises

7.1.6 Survey control and setting out of the works

The *Contractor* to perform a detailed site inspection to note the existing features and as built condition. This includes performing a road construction survey (before and during construction) for level control to ensure the cross-sectional properties of the road is acceptable in terms of the crossfall, camber, vertical alignment, and horizontal alignment. The *Contractor* takes cognisance of the surroundings that may potentially affect the *Works* during implementation.

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7.1.7 Excavations and associated water control

N/A

7.1.8 Underground services, other existing services, cable and pipe trenches and covers

- The *Contractor* is required to detect and locate hidden services within the site where necessary. The *Contractor* assesses the area to confirm the presence of services. Prior to commencement of any works, the *Contractor* ascertains from the relevant authorities the exact position, depth and level of all existing services in the area and makes provisions that is required by the services authorities concerned for the support, maintenance and protection of such services where required.

7.1.9 Sequences of construction or installation

- All activities are performed according to the approved construction programme. In the event that changes are necessary, the revised programme to be reviewed and approved by the *Project Manager*.

7.1.10 Hook ups to existing works

- The *Contractor* provides sufficient Equipment and tools to carry out the work with reference to hook ups and access. The *Contractor* has all the necessary ancillary Equipment and hand tools available for the work. The *Project Manager* to request reserve plant should there be any doubt as to the efficiency or capability of the Equipment provided.
- The *Contractor* supplies all tools and Equipment for the *works* including safety harnesses approved by the *Employer* and stepladders with their inspection records.
- The *Contractor* provides safe rope access to perform the *works* where required. This is done in strict accordance with the OSH Act and Eskom requirements.

7.2 COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF DEFECTS

7.2.1 Work to be done by the Completion Date

- On or before the Completion Date the *Contractor* shall have done everything required to provide the *works*. The *Project Manager* cannot certify Completion until all the work has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.
- The site is cleared of all rubble and refuse due to the *Contractor* providing the *works*.

7.2.2 Use of the works before Completion has been certified

- Completion includes everything required to provide the *works* which includes the acceptance of the *Contractor's* as-built drawings and all documentation as listed.
- Take-over of the *works* is after successful commissioning of the *works* and before Completion is certified.
- After successful commissioning of the plant, the *Employer* takes over the *works* or section of the *works* by means of a Take-over certificate listing all Defects that may still be outstanding from the *works*, however not hindering the successful operation of the plant.

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- All roads are currently being used by Eskom and other contractors. The *Contractor* shall ensure unrestricted access of all road users at all times. Failure to do so will result in all third-party claims being passed onto the *Contractor*.

7.2.3 Materials, facilities and samples for tests and inspections

- The *Contractor* shall arrange facilities where appropriate, to allow for the provision of samples, to the acceptance of the *Engineer*.
- The *Engineer* will carry out routine site inspections of finished work as well as of work in progress.
- The *Contractor* shall allow access to the *works* for such routine inspections.

7.2.4 Commissioning

- N/A

7.2.5 Start-up procedures required to put the works into operation

- N/A

7.2.6 Take over procedures

- N/A

7.2.7 Access given by the *Employer* for correction of Defects

- Access is granted to the *Contractor* for defects correction as per core clause 43.4 in ECC3.

7.2.8 Performance tests after Completion

- N/A

7.2.9 Training and technology transfer

- N/A

7.2.10 Operational maintenance after Completion

- The *Contractor* lists any specialised maintenance tasks that are required after completion of the *works*. This may comprise items such as waterproofing, fixity, material specifications, inspection frequency, corrosion proofing etc. This is handed over to the *Employer* for record purposes after completion.

8. PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

8.1 INVESTIGATION, SURVEY AND SITE CLEARANCE

- The *Contractor* conducts a thorough survey of the road network where *works* are to be carried out.

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- The *Contractor* conducts a thorough site investigation of existing facilities and the area around which he is to do his work before he commences with any part of the work as detailed in this contract.
- If the *Contractor* requires access to specific areas, this is arranged with the *Project Manager* and notifying in advance.
- The *Contractor* to dispose all waste generated from the *works*.
- The *Contractor* provides protection and does not damage existing plant, equipment and services.

8.2 BUILDING WORKS

- N/A

8.3 CIVIL ENGINEERING AND STRUCTURAL WORKS

Reference Number	Title	Tick if publicly available
COTO - 2020	Committee of Transport Officials – Standard Specifications for Road and Bridge Works for South African Road Authorities – DS October 2020	✓
Sabita Manual 2	Bituminous binders for road construction and maintenance	✓
Sabita Manual 24	User guide for the design of hot mix asphalt	✓
SANS 1200	1200 series specification for civil work	✓
SANS 1200M – 1996 (First revision)	Roads (General)	✓
SANS 4001-BT1:2014 (SANS 307)	Part BT1: Penetration Grade Bitumen	✓
TMH 1	Standard Methods for Testing Construction Materials	✓
TRH 3	Design and Construction of Surfacing Seals	✓
TRH 4	Flexible Pavement Design	✓
TRH 8	Design and use of Hot Mix Asphalt in Pavements	✓
TRH 14	Guidelines for Road Construction Materials	✓
TRH 20	The Structural Design, Construction and Maintenance of Unpaved Roads	✓
240-99527377	Inspection Manual for Civil Works at Eskom Power Station	*
240-84418186	Road Specification Manual	*

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8.4 OTHER

Reference Number	Title	Tick if publicly available
240-105658000	Contractor Contract Quality Requirements Specification	*
240-53113953	Manage Engineering Accountability Procedure	*
240-53114002	Engineering Change Management Procedure	*
240-53113685	Design Review Procedure	*
240-53665024	Engineering Quality Manual	*
240-4332798	Engineering Policy	*
36-681	Generation Plant Safety Regulations 36-681	*
GGG 0315	Standard drawing practice	*
GGG 0441	Drawing record system	*
GGG 0462	Quality requirements for engineering and construction works	*
32/421	Eskom Life Saving Rules	*
OHASA (1993)	Occupational Health and Safety Act of South Africa, Act 85	*
	The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices to 30 April 2004 or Equivalent	*
	National Environmental Management Act of 1988	✓
ISO 9001:2008	Quality Management Systems	✓
240-62196227	Eskom Life-saving Rules Directive 23-421	*
	Local Authority By-laws	✓

* Available on request

The revisions and amendments of the above documents that apply are the latest revision and amendments in force at the time of the Contract award.

This Contract is carried out in accordance with this Specifications and Contract drawings.

Nothing in this specification lessens the *Contractor's* obligations detailed in any other documents forming part of the Contract.

8.5 ELECTRICAL & MECHANICAL ENGINEERING WORKS

- N/A

8.6 PROCESS CONTROL AND ITS WORKS

- N/A

8.7 OTHER

- N/A

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9. LIST OF DRAWINGS

9.1 DRAWINGS ISSUED BY THE *EMPLOYER*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract. The drawings provided by the *Employer* are for reference and pricing only. The *Contractor* verifies the correctness of these drawings against the as-built condition prior to commencing with the *works*. Nothing in the drawings lessens the *Contractor's* obligations as detailed in any other documents forming part of the Contract.

Note: The drawings are the *Employer's* as built drawings for rehabilitation purposes and may contain both Works Information and Site Information.

Drawing number	Revision	Title
0.83/82 009	1	Ingula Pumped Storage Scheme Overall Site Layout
0.83/94 416	6	Braamhoek Pumped Storage Scheme: Section 4: Lower Dam Link Road 1 Road Sign Layout km 0,000 To km 3,76
0.83/94 417	6	Braamhoek Pumped Storage Scheme: Section 4: Lower Dam Link Road 2 Road Sign Layout km 0,000 To km 2,00
0.83/94 418	6	Braamhoek Pumped Storage Scheme: Section 4: Lower Dam Link Road 2 Road Sign Layout km 2,00 To km 6,00
18.83/248	0	Typical Speed Humps and Rumble Strips

10. ACCEPTANCE

This document has been seen and accepted by:

Name & Surname	Designation	Signature
	Reviewer – Technical Lead: Civil & Structures	

11. REVISIONS

Date	Rev.	Compiler	Remarks
	1.0		NEC- Technical Input document

12. DEVELOPMENT TEAM

The following people were involved in the development of this document:

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13. ACKNOWLEDGEMENTS

Refer to section 10.

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Attachment 04
NEC3 – Short
Term Contract
(ECSC3)



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for **Addition of Road Speed Humps to Main Access Road
at Ingula Power Station**

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
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Documentation prepared by: Zukiswa Nqolobe

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

Title of the Contract

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R[•]
Value Added Tax @ 15% is	R[•]
The offered total of the Prices inclusive of VAT is	R[•]
(in words) [•]	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 Contract Data

Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (April 2013) (ECSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ² is (Name):	Zukiswa Nqolobe
	Address: Ingula Power Station Ladysmith	Ingula Pumped Storage Scheme Ladysmith, 3370
	Tel No.	(021) 941 5915
	E-mail address	NqolobZ@eskom.co.za
11.2(11)	The <i>works</i> are	Addition of Road Speed Humps to Main Access Road at Ingula Power Station
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Ingula Pumped Storage Scheme
30.1	The <i>starting date</i> is.	01 July 2026
11.2(2)	The <i>completion date</i> is.	30 September 2026
13.2	The <i>period for reply</i> is	1 weeks
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	1 weeks

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

² Except those actions which can only be done by the *Employer* as a Party to the contract.

50.1	The <i>assessment day</i> is the	After completion of the works
50.5	The <i>delay damages</i> are	R5000 per day
50.6	The retention is	10% of the Prices, 5% will be released at Completion of the whole of the works and the remaining 5% will be released after the Defects Certificate has been issued.
51.2	The interest rate on late payment is	0%
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	
	Tel No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Gauteng,South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013)³⁴ and the following additional conditions Z1 to Z11 which always apply:

³ If June 2005 Edition applies, delete April 2013 and insert June 2005

⁴ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 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*.
- Z2.3 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 Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5 Health, safety and the environment

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
 - 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 *works*; and
 - undertakes, in and about the execution of the *works*, 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.
- Z5.2 The *Contractor*, in and about the execution of the *works*, 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.1

- Z8.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.5

Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action.

Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z_12.1 Replace core clause 82 with the following:

Insurance cover 82

- 82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity	Cover provided until
Loss of or damage to the works	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i>	

	insurance	
	<u>Other property</u> The replacement cost	
	<u>Bodily injury to or death of a person</u> The amount required by the applicable law	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Intellectual Property – Eskom owning Intellectual Property

“Intellectual Property” means (a) patents, trade marks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

“Background Intellectual Property” means any and all Intellectual Property rights that are not Foreground Intellectual Property, and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the [\[works / services / goods\]](#) but required for the purposes of the [\[works /](#)

services / goods].

- “Foreground Intellectual Property”** means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the *[works / services / goods]* and rights which are developed substantially as a result of the *[works / services / goods]*. Any *[works / services / goods]* that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *[Employer/Client/Purchaser]*'s proprietary information generated from the use of the *[Contractor / Consultant / Supplier]*'s Background Intellectual Property.
- Z13.1** The *[Contractor / Consultant / Supplier]* retains ownership of all Background Intellectual Property rights made by or on behalf of the *[Contractor / Consultant / Supplier]* as part of the *[works / services / goods]* in information or material it uses in carrying out the *[works / services / goods]*.
- Z13.2** All Foreground Intellectual Property rights, contained in any developed materials which are created by the *[Contractor / Consultant / Supplier]* or on behalf of the *[Contractor / Consultant / Supplier]*, for the purposes of and in support of the execution of the *[works / services / goods]* (*[Employer/Client/Purchaser]*'s IP) vest with the *[Employer/Client/Purchaser]*.
- Z13.3** Any data or any other information relating to *[Employer/Client/Purchaser]*'s proprietary information generated from the use of the *[Contractor / Consultant / Supplier]*'s Background Intellectual Property, the copyright therein shall be owned by the *[Employer/Client/Purchaser]*.
- Z13.4** The *[Contractor / Consultant / Supplier]* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the *[works / services / goods]* vests in the *[Employer/Client/Purchaser]* and that the *[Contractor / Consultant / Supplier]* has no claim of any nature in and to the Foreground Intellectual Property.
- Z13.5** The *[Contractor / Consultant / Supplier]* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *[Employer/Client/Purchaser]* is reflected as the owner of the Foreground Intellectual Property.
- Z13.6** The *[Contractor / Consultant / Supplier]* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *[Employer/Client/Purchaser]* before/on the *[completion date / defect state]*.
- Z13.7** The *[Contractor / Consultant / Supplier]* procures that each Sub-*[Contractor / Consultant / Supplier]* executes all and any *[works / services / goods]*, and takes all and any other actions as may be required, in order to give effect to this Agreement.
- Z13.8** The *[Employer/Client/Purchaser]* retains all Background Intellectual Property rights in all documents made by or on behalf of the *[Employer/Client/Purchaser]* including all documents and requirements provided prior to or during the execution of the *[works / services / goods]*. The *[Contractor / Consultant / Supplier]* does not, without the written consent, of the *[Employer/Client/Purchaser]*, copy, use or issue to a third party any of the *[Employer/Client/Purchaser]*'s Background Intellectual Property documents and requirements except for the purposes of executing the *[works / services / goods]*.
- Z13.9** Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the *[Employer/Client/Purchaser]*'s Background Intellectual Property and IP documents and requirements at all, in respect of the *[Employer/Client/Purchaser]*, or the Background Intellectual Property, in respect of the *[Contractor / Consultant / Supplier]*.
- Z13.10 Third Party Claims:**

- Z13.10.1** In the event of any claims being made or actions brought against the [Employer/Client/Purchaser], on the ground that the [Contractor / Consultant / Supplier] infringed any patent, trade mark or copyright, the [Contractor / Consultant / Supplier] is notified thereof and at its own expense, conducts all negotiations in consultation with the [Employer/Client/Purchaser] for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the [Employer/Client/Purchaser] will not bear any financial burden or losses.
- Z13.10.2** Save where the [Contractor / Consultant / Supplier] fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the [Employer/Client/Purchaser] does not make any admission which might be prejudicial to the [Contractor / Consultant / Supplier]'s position. The [Employer/Client/Purchaser], at the request and the cost of the [Contractor / Consultant / Supplier] affords it all reasonable technical assistance that the [Employer/Client/Purchaser] is able to provide for the purpose of contesting any such claim or action.
- Z13.10.3** Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the [Contractor / Consultant / Supplier], at its own expense and in consultation with the [Employer/Client/Purchaser], either:
- procures for [Employer/Client/Purchaser] the right to continue to use the affected item or design, or
 - replaces the said affected item or design with a non-infringing item, or
 - provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.
- Z13.10.4** Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of [Contractor / Consultant / Supplier] with respect to claims relating to infringement.
- Z13.10.5** Where it is alleged that the [Employer/Client/Purchaser] has committed an infringement as intended vis-à-vis the [Contractor / Consultant / Supplier] as set out in the third party intellectual property infringement clause, the [Employer/Client/Purchaser] has the same rights and obligations as the [Contractor / Consultant / Supplier], mutatis mutandis, as regards such alleged infringement.
- Z13.10.6** The [Contractor / Consultant / Supplier] herewith indemnifies the [Employer/Client/Purchaser] and undertakes to keep the [Employer/Client/Purchaser] indemnified against all claims of whatsoever nature, real or imagined, which may be made against the [Employer/Client/Purchaser] arising from the infringement of any third party intellectual property rights.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance** means compliance sampling used to assess whether or not the personal exposure

Monitoring	of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)⁵ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R excluding VAT [in words] excluding VAT

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.2 Price List

The Price List is as follows / contained in _____ (delete the text which does not apply and this note)

Item no.	Description	Unit	Quantity	Rate	Price
1.	<u>PRELIMINARY AND GENERAL</u>				
1.1	FIXED-CHARGE ITEMS				
1.1.1	Contractual Requirements	Sum			
1.1.2	Office/Storage Sheds	Sum			
1.1.3	Laboratories	Sum			
1.1.4	Portable Toilets	Sum			
1.1.5	Water Supply, Power & Communication	Sum			
1.1.6	Tools and Equipment	Sum			
1.1.7	Plant	Sum			
1.1.8	Access	Sum			
1.1.9	Transport	Sum			
1.1.10	Accommodation	Sum			
1.1.11	Contractor's obligation in respect of the Occupational Health and Safety Act and construction regulations. Health and Safety file preparation and submission taking cognisance of the Employer's health and safety specifications and/or requirements.	Sum			
1.2	TIME RELATED-CHARGE ITEMS				
1.2.1	Office/Storage Sheds	Month			
1.2.2	Portable Toilets	Month			
1.2.3	Water Supply, Power & Communication	Month			
1.2.4	Tools and Equipment	Month			
1.2.5	Plant	Month			
1.2.6	Supervision	Month			
1.2.7	Access	Month			
1.2.8	Transport	Month			
1.2.9	Accommodation	Month			
1.2.10	Environmental Officer	Month			
1.2.11	Safety Officer	Month			
1.2.12	Provisional amount for materials testing as instructed by the Engineer	Month			
1.2.13	Cost of survey in terms of land surveying act	Month			
The total of the Prices (excluding VAT):					

ADDITION OF ROAD SPEED HUMPS AT IPSS					
SCHEDULE A : PRELIMINARY AND GENERAL					
SECTION 2: PLANT AND EQUIPMENT					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
2.	<u>PLANT AND EQUIPMENT</u>				
	SUPPLY PLANT INCLUDING, OPERATOR, FUEL, MAINTENANCE AND PERTINENT COST				
2.1	Tipper truck	hr	1		
2.2	Grader	hr	1		
2.3	Front End Loader	hr	1		
2.4	Digger/Loader	hr	1		
2.5	Water truck	hr	1		
2.6	Vibrating roller	hr	1		
3.	ACCOMMODATION OF TRAFFIC				
3.1	Accommodation of traffic for access roads for the duration of contract. The contract rate include standard traffic accommodation, signage, flagmen, safety signs, traffic safety equipment for the addition of road speed humps, rumble strips and installation of road signs	Sum	1		
ADDITION OF ROAD SPEED HUMPS AT IPSS					
	The total of the Prices (excluding VAT):				

C3: Scope of Work

C3.1: EMPLOYER'S WORKS INFORMATION

1 Description of the works

1.1. Executive overview

Ingula Power Station is located approximately 23km North-East of Van Reenen. It saddles the Little Drakensberg escarpment which forms the border between the Free State and Kwa Zulu-Natal provinces. The Power Station was commissioned by Eskom between 2016 and 2017. Wildlife vehicle collisions along the station access roads are directly related to speeding and therefore TCMs are required. TCMs will be in the form of 70mm high semi-circular speed humps and rumble strips.

This document covers the scope for traffic calming measures (TCMs) to the existing access roads at Ingula Power Station.

The TCMs includes the following:

- The installation of four (4) 70mm high semi-circular speed humps.
- The installation of five (5) rumble strips.

The *Contractor* must submit all work methods, procedures and specifications to the *Employer* for acceptance. The Scope of *works* entails the provision of services for the installation of Traffic Calming Measures in the form of four (4) Speed Humps and five (5) Rumble Strips. The *works* comprises the following:

Applicable Structure	Scope
<u>Road Speed Humps & Rumble Strips(As per Typical Speed Humps and Rumble Strips Drawing 18.83/248)</u>	• Submission of all work methods and procedures to the <i>Employer</i> for acceptance. • The <i>Contractor</i> to provide resources, equipment and services in compliance with the OSH Act. • The <i>Contractor</i> to supply and deliver all necessary materials, machinery, tools and equipment required to perform the <i>works</i> as stated in the Technical Specification. • Install Speed Humps as detailed in typical drawings, survey for design check, level control and construction, clearing/grubbing, removal of vegetation, controlling of traffic, paint road markings, erect traffic signs. • Install Traverse Rumble Strips as detailed in typical drawings, survey for design check, level control and construction, clearing/grubbing, removal of vegetation, controlling of traffic, erect traffic signs.

The *Contractor* assesses the full scope of work at the site inspection meeting and submits tender accordingly. The *Contractor* shall check and verify the as built condition. The scope is read in conjunction with specifications and the pricelist.

1.2. Particular specifications and performance requirements

1.2.1. Road speed humps

- 1) The *Contractor* to perform a detailed site inspection to note the existing features and as-built condition. This includes performing a road construction survey (before and during construction) for level control to ensure the cross-sectional properties of the road is acceptable in terms of the crossfall, camber, vertical alignment and horizontal alignment. The *Contractor* takes cognisance of the surroundings that may potentially affect the *works* during implementation.
- 2) The *Contractor* shall note that he will be required to excavate 30mm into the existing surface layer to install the speed hump toes on both sides. A prime coat will be applied after compaction and final preparation of the base. A 70mm thick hot mix asphalt layer will be placed in a semi-circular shape as a surface layer at temperatures ranging from 140°C to 160°C using specialised paving equipment. The construction is to be in accordance with the typical pavement design and road profile.
- 3) The *Contractor* to ensure that all necessary traffic signs and road markings are installed as specified in the South African Road Traffic Signs Manual and SANS 1200. The white line road markings will be 100mm wide (broken or unbroken as per the drawings). The white transverse line markings on the speed hump will be 200mm wide as per the drawings. The speed hump warning sign to be used in combination with an Advisory Speed sign, showing the appropriate speed (design speed 30km/h) for the specific hump. The traffic signs shall be placed 30 meters ahead of the speed hump. 'Danger Plates' (W401 and W402) will also be placed on either side of the speed humps.
- 4) The *Contractor* to carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Authorities (COTO), Draft Standard (DS), October 2020. The material specifications to meet the requirements of material classification as per TRH 14.
- 5) The *Contractor* provides transport, carting and equipment (plant) to perform the works this includes all that is necessary to perform the works. This would typically include, tipper trucks, TLB (Tractor, Loader, Backhoe), grader, water truck, vibratory rollers, etc. plant and equipment used must be fit for purpose as per the standard guidelines for road maintenance (refer to Section 8.3).
- 6) Degree of accuracy in the horizontal plane is degree of accuracy I, as per SANS 1200D.
- 7) The *Contractor* supply plant including, operator, fuel, maintenance and pertinent cost to perform the works.

1.2.2. Traverse rumble strips

- 1) Aggregate for rumble strips to be between 9mm – 13.5mm.
- 2) The prime coat shall be Coleprime E as supplied by Colas, or similar approved, for the preparation of the asphalt surface.
- 3) The tack coat shall be 30% stable-grade emulsion, 50/70 penetration grade bitumen.
- 4) The *Contractor* to ensure that all necessary traffic signs and road markings are installed as specified in the South African Road Traffic Signs Manual and SANS 1200. The rumble strip warning sign to be placed 50 meters ahead of the rumble strips.

1.2.3. Application of herbicide to road shoulder

- 1) Aggregate for rumble strips to be between 9mm – 13.5mm.
- 2) The prime coat shall be Coleprime E as supplied.

1.2.4. Acceptance testing

- 1) The *Contractor* to carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Authorities (COTO), Draft Standard (DS), October 2020. The material specifications to meet the requirements of material classification as per TRH 14

1.2.5. List of applicable standards

Standard	Description
SANS 1200	1200 series specification for civil work
SANS 1200M – 1996	Roads (General)
COTO	Committee of Transport Officials – Standard Specifications for Road and Bridge Works for South African Road Authorities – DS October 2020
TMH 12 2000	Standard Visual Assessment Manual for Unsealed Roads
TRH 14	Guidelines for Road Construction Materials
TRH 20	The Structural Design, Construction and Maintenance of Unpaved Roads
240-99527377	Inspection Manual for Civil Works at Eskom Power Station
240-84418186	Road Specification Manual
	The Occupational Health and Safety Act No. 85 of 1993 and Regulations

1.3. Interpretation and terminology

The following definitions are used:

Definitions	The meaning given to the definition
Risk	Effect of uncertainty on objectives. An effect is a deviation from the expected (positive and/or negative). Objectives can have different aspects, such as financial, health and safety, and environmental goals and can be applied at different levels, such as strategic, organisation-wide, project, product and process.
Structural Integrity	Structural integrity is an engineering field that plays a fundamental part in ensuring that structures are fit to do what they are designed under normal operational conditions and are safe when conditions exceed the original design intent.

The following abbreviations are used in this Work's Information:

Abbreviation	Meaning given to the abbreviation
BRA	Baseline Risk Assessment
BS	British Standards
COIDA	Compensation for Occupational Injuries and Diseases Act (South Africa)
ECC	Engineering & Construction Contract
ECSA	Engineering Council of South Africa
MD	Managing Director
NEC	New Engineering Contracts
NHBRC	National Home Builders Registration Council
OHS	Occupational Health & Safety
OHSA	Occupational Health & Safety Act
RA	Risk Assessment

2 Management and start-up.

2.1. Management meetings

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

Project kick-off meeting:

Interval	Location	Attendance by:
Once-off meeting	Ingula Power Station/Virtual	<i>Employer, Contractor</i> and Others as required

Risk reduction meetings:

Interval	Location	Attendance by:
Adhoc	Ingula Power Station /Virtual	<i>Employer, Contractor</i> and Others as required

Implementation meetings for specific progress/QC and feedback:

Interval	Location	Attendance by:
Daily during implementation	Ingula Power Station	<i>Employer, Contractor</i> and Others as required

The implementation meeting is held between the *Contractor* and the *Employer's Supervisor's* implementation support team, to report on implementation progress and review any risks, issues and *Employer* actions that need to be resolved in order to ensure smooth implementation of the speed humps.

The *Contractor's* QC representatives provide reports from each meeting to the *Employer's* Project Engineer.

This report will cover:

- Scheduled QC inspections for the period identified in the meeting.
- Any new QC-related issues identified since the last report, their status and action plan for resolution.
- Status and progress on previously reported quality issues.

Before any work can commence on site, the *Contractor* and all staff are to attend the site induction. The *Contractor* is to allow approximately 2 hours for this.

The *Contractor* is required to sign on to the workers' register each morning and sign out each afternoon. A responsible person (RP) will be appointed by the site and will be responsible for the area where the *works* are taking place. The RP will be responsible for ensuring that everyone signs on and off the register, that everyone is aware of the Eskom rules and will confirm that the area is still safe for work. The *Contractor* must notify the RP of the daily work plan before execution of works.

The *Contractor* holds a toolbox talk each morning before commencing the *work* to discuss the previous day's work and to ensure that everyone understands what is required of them.

When required, the *Contractor* must have a representative at each daily morning meeting.

A pre-job meeting to discuss and analyse the procedures and processes to be used on the project is to be held prior to the commencement of the work. The purpose of the pre-job meeting will be to ascertain specifics in relation to this specification. Attendance includes the *Employer, Contractor* and Others as required.

Meetings of a specialist nature:

Interval	Location	Attendance by:
Adhoc	Any	<i>Employer, Contractor</i> and Others as required
Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings shall be submitted to the <i>Project Manager</i> by the person convening the meeting within five days of the meeting.		

Post-implementation meeting for project feedback and review:

Interval	Location	Attendance by:
Once-off	Ingula Power Station /Virtual	<i>Employer, Contractor</i> and Others as required
The post-implementation meeting is held between the <i>Employer, Contractor</i> and Others as required to report on implementation issues and reviews. Share lessons learnt to ensure smooth implementation in the next implementation phase.		

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

2.2. Documentation control

The *Contractor* implements a comprehensive document management system for the control of all documents, revision status “as-designed”, “as-manufactured”, “as-commissioned” and “as-built” plant status for each unit. In this regard, the *Contractor* ensures that the documentation supplied by the *Project Manager* as tie-in information accurately reflects the contract requirements.

The *Contractor* submits all documentation on a formal transmittal form to the *Project Manager*. All correspondence is sequentially numbered.

All documentation and drawings standards to comply with the latest Eskom’s Engineering Drawing Standard – Common Requirements, 240-86973501 rev3; 240-54179170: Classification and designation of technical documentation and Documentation Management Standard, 32-644 rev1 and respectively.

The documentation and drawings supplied are in South African English, and SI units are used.

The *Employer* does not accept scanned electronic copies of documentation or drawings; however, the original documentation with signature is scanned for electronic purposes.

The documentation is submitted in loose-leaf binders in ISO format and normally A4 size. The use of oversize pages is kept to a minimum and does not exceed the page height of an A4 unfolded. Fixings are “D” rings and are of the snap close type. Post binders or other fixings are not acceptable. Binders do not exceed 80 mm in overall thickness. The document identity appears on both the front cover and the spine.

Documentation is of good quality, prepared by suitably qualified personnel and contains the general arrangement drawings, installation drawings and instructions, and operating and maintenance instructions for all components.

Detailed parts lists are accompanied by exploded view type drawings clearly detailing the part, technical descriptions of the plant and material and parts, spare part ordering instructions and type test certificates.

2.3. Health and safety requirements

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation, the *Contractor*:

- 1) Will adhere to Eskom's Occupational Health and Safety policies, standards, procedures, directives, OHS Specification/requirements, applicable health and safety laws and regulations and other requirements, as amended.
- 2) May not commence work until the Health and Safety file has been approved by the respective Contract Custodian, together with the OHS professional.
- 3) Where applicable, accepts that the Employer may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site; and undertakes, in and about the execution of the works, 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.
- 4) Warrants that the total of the Prices as at the Contract date includes a sufficient amount for proper compliance with 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 works.

2.3.1. Health and safety risk management

2.3.1.1. Occupational health and safety

- 1) The *Contractor* shall comply with the health and safety requirements contained in the OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the operational risks, and the contractor shall comply with the latest SHE Specification as amended at no cost.
- 2) The OHSACT 37(2) agreement must be signed by the *Employer* and *Contractor*/service provider's representatives.
- 3) The *Contractor* OHS professional must conduct internal audits at planned intervals to monitor compliance with the contractual health and safety requirements.
- 4) The contract custodian must conduct inspections at planned intervals to monitor compliance with the contractual health and safety, and legal requirements.
- 5) The *Contractor* may be selected during internal and/or external Eskom Power Station audits to verify compliance with legal and contractual OHS requirements. The contract custodian will communicate this at relevant time periods, and the contractor shall avail themselves for this audit.
- 6) Below are the minimum safety requirements to be adhered to by contractors/service providers to gain access to Eskom Power Stations:

- a) Valid medical fitness certificate
 - b) Clearance from SAPS or an accredited service provider linked to the SAPS AFIS system, not older than thirty (30) days
 - c) Identification document (RSA ID or equivalent)
 - d) National driver's licence (applicable to drivers)
 - e) Adherence to the Eskom Life-saving rules 3 Buckle up and 4, Be Sober
 - f) Applicable risk-based Personal Protective Equipment
 - g) Valid letter of good standing (COIDA or equivalent). Access to the site to perform work will be denied should the Letter of Good Standing have expired.
 - h) Induction will only be conducted after all documents have been submitted and accepted by Eskom.
- 7) The *Contractor/Supplier/Consultant* who is working alone and not eligible to register with the compensation fund shall provide Eskom with the member benefit statement of the insurance cover, which includes life and disability cover to the minimum fund of R500 000. Note: Induction will only occur after the above documents have been submitted and accepted by Eskom.

2.3.1.2. Contractor/service provider management key performance indicators (KPI's):

- 1) Maintain the Health and Safety file and compliance with the health and safety plan, Eskom OHS requirements and applicable legislation as amended.
- 2) Always maintain good housekeeping where the task is being executed and/or within the area of responsibility.
- 3) Implement and monitor the near miss reporting strategy/programme (reporting of near misses).
- 4) Develop and comply with Behavioural Safety Observation (BSO) and Planned Job Observation programmes (PJO).
- 5) Maintain Zero Fatalities for the duration of the contract.
- 6) At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
- 7) All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
- 8) All incident investigations shall be completed within 30 days of the occurrence of an incident.
- 9) Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
- 10) Close audit findings as per the Eskom procedure or audit report recommended time frames.
- 11) Close Non-conformance as per the recommended time frames.

Note: Monitoring of the above-mentioned KPI's will take place through regular audits and inspections.

2.3.1.3. On completion of the project/contract:

The Eskom team (led by the Contract custodian) involved in the project, together with the *Contractor*, shall conduct the final meeting to identify the gaps before the contract close-out. Before the final invoice is paid/processed, the Contract custodian shall ensure that the following requirements are met:

- 1) Close all incidents and audit findings.
- 2) Clean the respective yard and ensure good housekeeping where the contractor was working.
- 3) Contractor shall submit safety statistics and a safety file to the Eskom BU Safety department for closeout and filing.
- 4) Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.

2.4. Environmental constraints and management

- 5) Eskom's goal is to ensure zero harm to the environment and to ensure that any possible impact is mitigated or managed. The duty of care and implementation of best practices is critical during operations, and full communication on environmental issues is required at all times.
- 6) The *Contractor* complies with all national and local legislation requirements as well as Eskom procedures and policies.
- 7) The *Contractor* develops a method statement/operational plan for the management of waste material, and it is accepted by the *Project Manager* before site implementation commences.
- 8) The method statement on waste management includes the identification of possible waste streams, temporary storage and disposal options for each waste type and contingency plans in the case of any environmental incident.
- 9) A safety data sheet is supplied for all chemical or hazardous / potentially hazardous materials brought onto the site.
- 10) All processes will be subject to environmental review throughout the contract.

The *Contractor's* attention is drawn to the fact that the *Employer's* Power Stations are situated in highly sensitive areas with respect to the environment.

The *Contractor* acquaints himself with all statutory and local environmental regulations and adheres to these without exception.

The *Contractor* complies with the Hazardous Chemical Regulations, GNR. 1179 of 25 August 1995, as amended by GNR.930 of 25 June 2003 and GNR.683 of June 2008, when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1988.

The *Contractor* takes extreme care not to affect people's health. This should be done in compliance with the Occupational Health and Safety Act, number 85 of 1993, Asbestos Regulations 2001.

2.5. Quality assurance requirements

- The *Contractor* shall be responsible to submit, before commencement of any work on site, a method statement together with quality control plan and or inspection and test plan. The quality requirements are as per ISO 9001:2015 and as per Eskom document 240-105658000, SUPPLIER CONTRACT QUALITY REQUIREMENTS SPECIFICATION under Category 3.
- The *Contractor's* company quality documents are subject for verification and acceptance by Eskom.
- The supplier shall submit objective evidence of a developed QMS that complies with ISO 9001 (or the latest applicable revision). The following documented information (approved/ signed copies) shall be submitted:
 - Quality management system manual or a (documented information) that have defines and describes the QMS and its scope.
 - Quality Policy, aligned with the supplier's strategic direction (documented information).
 - Quality Objectives (documented information).
 - Control of documented information (both maintain and retain documented information).
 - Internal audit procedure (documented information).
 - Control of nonconforming outputs (documented information).
 - ✓ Nonconformity and corrective action procedure (documented information)
- The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis. Supplier Quality Management: Specification Unique Identifier: 240-105658000.

- The *Contractor* shall be responsible for the preparation, maintenance during the execution of the works and submission of all quality requirements as stipulated in QM58 (category 3) Quality Advisor /Supervisor for acceptance at least thirty (30) days prior to the execution of the project. On completion of the project, the *Contractor* shall hand in all data books (Packs) before the Completion Certificate.
- The supplier shall submit a draft contract quality plan that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit an example inspection and test plan (ITP) or quality control plan (QCP).
- The *Contractor* ensures that a complete Quality Control Plan (QCP), Risk Assessment, Method Statement, Inspection and Test Plan (ITP) and temporary works calculations, where applicable, are submitted to the *Project Manager* for review and acceptance before the works can commence. During reviews of the ITPs, the *Employer* provides the necessary intervention points.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services. The *Contractor* submits a company profile which includes a list of traceable references that adequately proves that the *Contractor* (or their Sub-Contractor) has the relevant similar (size and scope) experience as the works.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.
- The supplier shall complete and sign Form A under Category 3 (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).
- The *Contractor* shall ensure that monitoring and measuring equipment are calibrated and verified to confirm serviceability prior to usage, records of such shall be kept on Site.
- The *Contractor* shall be responsible for the quality of and testing of materials, workmanship and production processes used in completing the works. Within 30 days after contract award and Prior to the commencement of the works, the *Contractor* shall submit to the *Project Manager*/Quality Representative or Supervisor two copies of his Quality Plan describing the procedures by which quality control and quality assurance of the work will be ensured for review and acceptance.

2.5.1.Engineering quality assurance requirements

The quality plan manages the overall quality of the project's main activities and milestones. It lists detailed activities in order of execution, where each activity is described and references the associated work packages or specifications with witness, hold and verification points.

The QCPs make provision for signatures indicating the Completion of the *works* by the *Contractor* and acceptance by the *Employer* at the end of each activity.

The *Contractor* complies with all quality requirements as set out in 240-105658000 (QM-58) Eskom Supplier Quality Management Specification.

The *Contractor* complies with the latest version of the ISO 9001:2015 Quality Management System.

The quality requirements are as per Eskom Standard, 240 - 105658000 (QM58): Supplier Quality Management Specification.

The *Contractor* defines the level of QA/QC or inspection imposed on his subcontractors and suppliers.

The programming of inspections, hold, and witness points is agreed between the *Employer* and the *Contractor* before undertaking any work or inspections.

All technical design and implementation documentation and QCP are submitted to the *Employer* for acceptance 4 weeks before the commencement of any work or inspections.

The *Contractor* has the necessary Equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.

Quality control is to be carried out by a qualified inspector who is independent of the application activities. Quality control cannot be carried out by the *Supervisor* or any member of staff involved in production and programming.

2.6. Programming constraints

- 1) The *Contractor* submits a bar chart programme (in MS Project format) detailing how the *works* are executed within the stipulated dates, including weekends and public holidays,
- 2) The *Contractor* submits the programme which indicates the start, completion date, duration and dependencies of each activity,
- 3) The *Contractor* notifies the *Employer* of any changes made to the updated programme.
- 4) The *Contractor* submits the programme within two weeks after the contract award,
- 5) The programme is updated and submitted weekly to the *Employer* for acceptance.
- 6) The programme indicates the start date, completion date and duration of each activity,
- 7) The programme is updated and submitted every four weeks during the manufacturing process and daily during site implementation or sooner, depending on the urgency of the matter.
- 8) Any deviations in the programme need to be submitted for acceptance by the *Project Manager*.

2.7. Contractor's management, supervision and key people

- 1) The *Contractor* does not modify any plant or materials unless accepted by the *Employer* before implementation.
- 2) The *Contractor* notifies the *Employer* at least two days in advance of a hold or witness point on the *works*.
- 3) The *Contractor* informs the *Employer* of any Defect found.
- 4) The *Contractor* does not operate any equipment on site unless specific authorisation is obtained from the *Employer*.
- 5) The *Contractor* makes arrangements for the use of the available workshop equipment and site-specific tools.

2.8. Invoicing and payment

- a) Within one week of receiving a payment certificate from the *Project Manager* in terms of clause 51.1, the *Contractor* submits a tax invoice to the *Employer*, showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.
- b) The *Project Manager* is to be copied in on all electronic invoices emailed.
- c) Failure to submit the invoice to the correct address could result in payment delays.
- d) The *Contractor's* Tax Invoices comply with the requirements as stated in clause Z7 of the Contract Data.
- e) Invoices are submitted electronically to:
 - i. Local Eskom Invoices - invoiceseskomlocal@eskom.co.za
 - ii. Foreign Eskom Invoices - invoiceseskomforeign@eskom.co.za

- f) Details required when submitting invoices and additional data:
- i. The subject line on your email should only contain your vendor number.
 - ii. Each invoice in PDF should be named with your invoice number only.
 - iii. All electronic invoices must be sent in PDF format only.
 - iv. Attach the proof of delivery to your invoice.
 - v. Where applicable, supporting documents must be attached to the scanned PDF invoice as one attachment.
 - vi. A copy of the signed assessment certificate.
 - vii. CPA (Contract Price Adjustment) calculation sheet.
 - viii. Retention Certificate, where it is a retention invoice.
 - ix. Any other appropriate documents, e.g.
 - 1 For shipping invoices, please ensure the following documents are attached.
 - 2 Invoice (this should only reflect the shipping cost).
 - 3 Commercial invoice.
 - 4 Delivery note.
 - 5 Your shipping costs calculation is relevant to that invoice – not a generic calculation (The amount of the shipping costs calculation must balance with the amount on the invoice.)
 - 6 Forwarding agent's invoice.
 - 7 The customs document.
 - x. Please do not attach unnecessary documents, as this will make the file too large.
- g) Other requirements:
- i. For foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective Document Management centres even though the invoices have been submitted electronically.
 - ii. Ensure compliance with the tax requirements for submitting invoices electronically.
 - iii. Each PDF should contain one credit note, one debit note, or one credit note only. More than one invoice can be submitted per email.
 - iv. Any cost price adjustment (CPA) applicable must be invoiced separately so that if there are issues with the CPA, the rest of the invoices can be paid while the CPA issues are resolved.
- h) Include the following information on the Invoice:
- i. Name and address of the *Contractor* and the *Project Manager*.
 - ii. The contract number and title,
 - iii. *Contractor's* VAT registration number,
 - iv. The *Employer's* VAT registration number 4740101508,
 - v. The total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT,
 - vi. *Contractor's* company registration number if applicable
 - vii. *Contractor's* banking details
 - viii. Name and address of the recipient

- ix. Tax invoice number and date of issue,
- x. Description of goods/services provided,
- xi. Quantity or volume of goods/services
- xii. Period time for which the Tax Invoice is being rendered,
- xiii. Relevant Task Order Number (commencing with a 45 prefix),
- xiv. Relevant line-item number,
- xv. Statement whether value-added tax is included or excluded.

2.9. Insurance provided by the *Employer*

Insurance by the *Employer* is managed in accordance with section 87 of the core clauses in ECC3.

2.10. Contract change management

Contract change management is managed in accordance with section 6 of the core clauses in ECC3. In summary, in the event that the *Employer/Contractor* notices a change, an event register is issued. If the event/change has cost implications, then a quotation is submitted with the event register. The *Project Manager* assesses the quotation and gives an instruction in writing to the *Contractor*.

2.11. Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

The *Contractor* provides the bonds and guarantees as specified in the Contract Data within 2 weeks of the Contract Date.

2.12. Records of defined cost, payments & assessments of compensation events to be kept by the *Contractor*

To substantiate the defined cost of compensation events, the *Employer* requires the *Contractor* to keep records of amounts paid by him, in the following format:

Type of cost	Type of record
People employed by the <i>Contractor</i> (labour)	Signed timesheets
Plant	Running hours for the plant
Materials	Register of materials used
Work subcontracted by the <i>Contractor</i>	Sub-contractor's costs
Equipment	Register of equipment used

2.13. Training workshops and technology transfer

- a) The *Contractor* is required to train the staff on site if need be.
- b) Training will include, but is not limited to, the following:
 - Inspection and maintenance.

The *Contractor* is further required to provide the *Employer* with the maintenance philosophy to continue with the maintenance of the speed humps.

3 Engineering and the *Contractor's* design

The design is as per the drawings of the access road network. The *Contractor* is to construct as per the designs provided.

The *Contractor* submits detailed method statements and specifications of every portion of the works for the acceptance of the *Project Manager* and proceeds with the implementation thereof after its acceptance.

3.1. *Employer's* design

The design consists of TCM measures in the form of 70mm high semi-circular Speed Humps and Rumble Strips along the Power Station Access Roads at pre-determined locations.

3.1.1. Responsibility for design and construction

Where the *Contractor* is required to execute design work, the following applies:

- a) The *Contractor* takes full professional accountability and liability for all designs done by the *Contractor*. The *Contractor* is responsible for the design of all temporary works required for the execution of the works. The *Contractor* takes full professional accountability and liability for all designs of all temporary works required for execution done by the *Contractor*.
- b) The *Contractor* is required to design in accordance with the required SANS and BS Codes. All designs, design reports and construction drawings prepared by the *Contractor* are signed off by an ECSA Professionally registered Technologist or *Engineer* who takes full professional accountability for the designs.
- c) The *Contractor* is further mandated in terms of the Construction Regulations 2014: Duties of Designer. 6(1) g to fulfil the duties described therein for the detailed designs by the *Contractor*. Any risk associated with the *Contractor's* design is to be highlighted to the *Employer*, together with mitigation measures.
- d) The *Contractor* is to discuss and agree with the *Supervisor* the requirements for the designs and will submit their design & drawings for acceptance before the start of execution. All such material becomes the property of the *Employer*.
- e) All fabrication and installation are to be to the accepted drawings/ designs.
- f) All correspondence and submittals are to be prominently identified as relating to the works and is submitted under the cover of appropriate letters or transmittal notes in accordance with the correspondence procedures, which will be advised by the *Project Manager* after the signing of the Contract. All documentation supplied by the *Contractor* to the *Project Manager* in hard copy is supplied in electronic format.
- g) The *Supervisor* has the right at all reasonable times to inspect at the factory of the *Contractor* or sub-contractors, or elsewhere, and all drawings of any portion of the works.
- h) Where the *Contractor* is to supply the design of designated parts of the permanent *Works* or temporary works, he supplies full working drawings supported by a professional engineer's design certificate.
- i) The procedures as detailed above equally apply in this section for submission and acceptance.

The *Contractor* timeously notifies the *Supervisor* where part of his design requires him to interface with the existing plant and structures, i.e., to complete his design for acceptance.

3.1.2. Design reviews

Design reviews are conducted as per the *Employer's* governance procedures. The *Contractor's* design reviews are to be supplemented with the *Employer's* governance procedures (240-53113685). The *Contractor* is to note that the *Employer* requires a minimum of ten (10) working days for review of the designs.

3.2. Procedure for submission and acceptance of *Contractor's* design

The *Contractor* submits his design/specifications/shop detail drawings/sketches to the *Project Manager* for acceptance before manufacturing commences. Where the waterproofing system exceeds the current weight or design criteria, the *Contractor* will require a Professional Structural Engineer, be ISO 9001 certified and utilise a Category 3 Quality Management System.

Acceptance of drawings, designs and calculations by the *Project Manager* will imply that:

- a) General arrangement and layout drawings, and (where appropriate) calculations and key diagrams have been examined and appear to be in accordance with the relevant SANS (national and international regulatory codes) and Eskom codes and standards and meet the requirements of the Works Information.
- b) Calculations appear to substantiate the design, rating, and performance of the design in accordance with the specified requirements.
- c) Other drawings of Plant and associated items of supply have only been examined in relation to compatibility of the Plant, etc., with the specification and in respect of the interconnections with other Plant.
- d) Acceptance of drawings, calculations or samples does not relieve the *Contractor* from his total liability to complete the works in accordance with the Works Information, Schedules, and the conditions of contract or exonerate him from any of his guarantees.

All correspondence and submittals are to be prominently identified as relating to the *works* and are submitted under the cover of appropriate letters or transmittal notes in accordance with the correspondence procedures, which will be advised by the *Project Manager* after the signing of the Contract. All documentation supplied by the *Contractor* to the *Project Manager* in hard copy is supplied in electronic format.

3.3. Other requirements of the *Contractor's* design

Where the *Contractor* is required to execute design work, the following applies:

- 1) Before commencement of Works, the *Contractor* shall provide all the specifications and detailed drawings of the speed humps and installation method to the *Employer* for acceptance.
- 2) The *Contractor* shall inform site management regarding the construction methods before execution. The *Contractor* must inform site management regarding site interruption during the works.
- 3) The *Contractor* provides all the necessary tools, equipment, mobile access, etc. required to execute the works.
- 4) Transportation of equipment and materials is the responsibility of the *Contractor*.
- 5) The *Contractor* is to note that he is responsible for the design of all works which have not been designed by the *Employer*, and is not limited to the above.
- 6) The *Contractor* takes full professional accountability and liability for all designs done by the *Contractor*. The *Contractor* is responsible for the design of all temporary works required for the execution of the *works*. The *Contractor* takes full professional accountability and liability for all designs of all temporary works required for execution done by the *Contractor*.

- 7) The *Contractor* is required to design in accordance with the required SANS codes. All designs, design reports and construction drawings prepared by the *Contractor* are signed off by an ECSA Professionally registered Technologist or *Engineer* who takes full professional accountability for the designs.
- 8) The *Contractor* is further mandated in terms of the Construction Regulations 2014: Duties of Designer. 6(1) g to fulfil the duties described therein for the detailed designs by the *Contractor*. Any risk associated with the *Contractor's* design is to be highlighted to the *Employer* together with mitigation measures.
- 9) The *Contractor* is to discuss and agree with the *Supervisor* the requirements for the designs and will submit their design & drawings for approval before the start of execution. All such material becomes the property of the *Employer*.
- 10) The *Supervisor* has the right at all reasonable times to inspect at the factory of the *Contractor* or sub-contractors, or elsewhere, and all drawings of any portion of the *works*.
- 11) Where the *Contractor* is to supply the design of designated parts of the permanent *works* or temporary works, he supplies full working drawings supported by a professional engineer's design certificate.
- 12) The *Contractor* timeously notifies the *Supervisor* where part of his design requires him to interface with the existing plant and structures, i.e. to complete his design for approval.

3.4. Use of *Contractor's* design

The *Employer* may use and copy the *Contractor's* design for any purpose connected with the installation of the speed humps in any of Eskom Power Stations.

3.4.1. Intellectual property

- a) "Intellectual Property" means (a) patents, trademarks, service marks, rights in designs, trade names, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.
- b) All Intellectual Property rights, contained in any developed materials which are created by the *Contractor* or on behalf of the *Contractor*, for and in support of the provision of the works, vest with the *Contractor*. The *Contractor* retains the Intellectual Property rights in and to the *Contractor's* Intellectual Property made by or on behalf of the *Contractor* as part of the works.
- c) The *Contractor* gives to the Employer a non-terminable, transferable, non-exclusive, royalty-free licence, to copy, use and communicate the *Contractor's* documents containing Intellectual Property relating to the works (the "IP Documents"), including making and using modifications of them.
- d) This licence (a) applies throughout the actual or intended working life (whichever is longer) of the *works*; (b) entitles any person in proper possession of the relevant part of the *works*, to copy, use and communicate the IP Documents for the purposes of completing, operating, using, maintaining, altering, adjusting, repairing, refurbishing and demolishing the works (the "Purposes"); and (c) in the case of IP Documents which are in the form of computer programs and other software, permit their copying, use and communication for the Purposes.
- e) The IP Documents are not, without the Contractor's written consent, used, copied or communicated to a third party by or on behalf of the Employer for any purpose other than the purposes.
- f) The *Contractor* procures that each *Subcontractor* executes all and any IP Documents and takes all and any other actions as may be required, to give effect to this licence.
- g) The *Employer* retains all Intellectual Property rights in all documents made by or on behalf of the *Employer*, including all documents and requirements provided before or during the execution of the

works. The *Contractor* does not, without the written consent of the *Employer*, copy, use or issue to a third party any of these documents and requirements except for the purposes of executing the works.

- h) Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the *Employer's* documents and requirements at all, in respect of the *Employer*, or the IP documents other than for the purposes, in respect of the *Contractor*.

3.5. Design of equipment

The *Contractor* submits particulars of the design of an item of Equipment to the *Project Manager* for acceptance if the *Project Manager* instructs him to do so, as per clause 23.1.

3.6. Equipment required to be included in the works

- The *Contractor* provides all mobile access and any required equipment required to perform the works.

3.7. As-built drawings, operating manuals, and maintenance schedules

The *Contractor* submits marked drawings, operating manuals, and maintenance schedules to the *Employer* for acceptance upon Completion of the works.

3.7.1. Pre-implementation documentation

The *Contractor* provides the following for acceptance by the *Employer* before implementation:

- 1) The *Contractor* provides the necessary drawings, specifications and sketches for all the works before commencement of works. All drawings generated shall be size A3. All accepted drawings generated are supplied by the *Contractor* in Electronic format (DWG) for the *Employer's* records and ownership.
- 2) The *Contractor* submits comprehensive construction method statements for the *Employer's* approval before the commencement of works. As a minimum, the *Contractor* is to provide a method statement of installation of the speed humps. To develop a suitable method statement, the *Contractor* shall have prior discussions and planning with the power station management about the appropriateness of the activity, taking into account safety, outage times, weather conditions, etc.
- 3) Quality control plans and check sheets.
- 4) A bar chart programme (preferably in PDF format) detailing all scope of work activities, including construction and installation, i.e. detailed project schedule.
- 5) Material data sheets, sketches and drawings.
- 6) Warranty and guarantee certificates.
- 7) A copy of the manufacturer's updated ISO certificate confirming that the product is manufactured to the necessary standard.

3.7.2. Post-implementation documentation

The *Contractor* supplies the *Employer* with the following:

- 1) Signed off quality control plan and check sheets.
- 2) Maintenance manuals detailing installation care and maintenance procedures where required.
- 3) Maintenance plan.
- 4) Supplier's certification, warranties and guarantee certificates.
- 5) Drawings/sketches and specifications.

4 Procurement

4.1. People

4.1.1. Minimum requirements of people employed on the Site

- 1) All personnel working on the site need to have the applicable required work permits.
- 2) All personnel have completed the relevant training for their specific job output.
- 3) At the end of each month, the *Contractor* provides the *Employer* with details:
 - I. Names and identity numbers/passport numbers of the *Contractor's* working on site for the contract.
 - II. Number of hours each *Contractor* has worked per day.
 - III. Start and end times of *Contractor's* hours per day.

4.1.2. BBBEE and preferencing scheme

- The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Broad-Based Black Economic Empowerment (as per clause Z3 of ECC3).
- The *Contractor* provides valid B-BBEE certificates to the *Project Manager* on an annual basis of himself as well as his subcontractors.

4.2. Subcontracting

4.2.1. Preferred subcontractors

There are no preferred subcontractors.

4.2.2. Subcontract documentation and assessment of subcontract tenders

The *Contractor* submits the proposed *conditions of contract* for each subcontract to the *Project Manager* for acceptance unless:

- An NEC contract is proposed or
- The *Project Manager* has agreed that no submission is required.

The *Contractor* does not appoint a subcontractor on the proposed subcontract conditions submitted until the *Project Manager* has accepted them. A reason for not accepting them is that they will not allow the *Contractor* to provide the *works*, or they do not include a statement that the parties to the subcontract will act in a spirit of mutual trust and cooperation.

4.2.3. Limitations on subcontracting

There are no limitations on subcontracting.

4.2.4. Attendance on subcontractors

Any subcontractor is required to work under the direct supervision of the *Contractor*.

The *Contractor's* organograms indicate the lines of authority and communication of all the *Contractor's* site employees, including subcontractors.

4.3. Quality

- 1) The quality requirements are as per *Employer's* Standard GGS 0462: QUALITY REQUIREMENTS FOR ENGINEERING AND CONSTRUCTION WORKS.
- 2) The *Contractor* establishes and implements a system that, as a minimum, meets the requirements of the ISO 9000 series for quality management systems.
- 3) The main objectives of this series are to ensure that appropriate quality requirements are employed to comply with the services.
- 4) The *Contractor* notifies the *Employer* of any proposed changes to the quality management system that will affect the contract quality requirements, before implementing such changes.
- 5) The *Contractor* ensures that appropriate quality requirements are placed to comply with the services. All welding is to be done in accordance with 240-106628253 Standard for Welding Requirements on Eskom plant and all the latest standards contained in this standard, and to be presented by the *Contractor* for the *Project Manager's* Acceptance.
- 6) Quality control plans (QCP's) are to be presented by the *Contractor* for the *Employer's* Acceptance
- 7) Corrosion protection to meet the quality requirements of 240-106365693v Standard for the External Corrosion Protection of p
- 8) Plant, Equipment and Associated Piping with Coatings.
- 9) All NDT work complies with 240-83539994 Standard for Non-Destructive Testing (NDT) on the Eskom plant.
- 10) All NDT work meets the requirements on 240-87660096 Eskom Qualification Requirements for non-destructive testing.

4.3.1. Plant & materials provided "free issue" by the *Employer*

No plant and materials are provided "free issue" by the *Employer*.

4.3.2. *Contractor's* procurement of plant and materials

- 1) The *Contractor* procures all plant and materials required for the execution of the work.
- 2) The *Contractor* ensures all plant and materials supplied are adequately packaged and crated for transportation and delivered to Ingula Power Station.
- 3) The *Contractor* ensures that before construction, the plant and materials delivered are not damaged during delivery to the site.
- 4) The plant and material are protected against any damage during storage, loading and transportation.
- 5) Crates are clearly marked on the outside as to the specific contents.

4.3.3. Spares and consumables

Not applicable.

4.4. Tests and inspections before delivery

Not applicable.

4.5. Marking plant and materials outside the working areas

All equipment and materials must be marked as follows: Ingula Power Station, *Contractor's* name.

4.6. *Contractor's* equipment (including temporary works).

- 1) The *Contractor* ensures that any sophisticated or highly specialised equipment that is required to complete the *works* is put forward on notice to the *Project Manager*.

- 2) All other plants and materials are to be provided by the *Contractor*.
- 3) Suitable lifting equipment is used for off-loading and loading of the equipment and associated equipment at the *works*.
- 4) The *Contractor* provides all the necessary tools, equipment, anchor points, mobile access, etc required to execute the *works*. During construction, the *Contractor* provides photographs of the *works*, specifically of areas above ground level.
- 5) Transportation of equipment and materials is the responsibility of the *Contractor*.

4.7. Cataloguing requirements by the *Contractor*

There will be no cataloguing requirement by the *Contractor*.

5 Construction

5.1. Temporary works, site services & construction constraints

5.1.1. *Employer's* Site entry and security control, permits, and site regulations

Temporary works for this contract are any work or infrastructure and or establishment which the *Contractor* requires to provide the Works, which includes inter alia his facilities, laboratories for control and acceptance testing, connection to existing water, sewer, electricity, etc. All such temporary works are to be adequately decommissioned, restoration to the natural environment and the area made good on Completion of the works; all to the acceptance of the *Project Manager*.

Method statements are to be prepared before the commencement of any work for the acceptance of the engineer.

5.1.2. Restrictions to access on site, roads, walkways and barricades

- 1) General access to the power station is controlled and site induction has to be completed before work will be allowed to start.
- 2) Before work starts on site, a site inaugural meeting is held between the *Contractor* and the *Employer*, where details of the works are discussed and clarified.
- 3) The *Contractor* is on site for the entire duration of the work.
- 4) The *Contractor* must adhere to all security regulations in force during the period of the contract.
- 5) Before entry to the site will be allowed, everyone will undergo an alcohol breathalyser test, which needs to be 0.00mg/l. This is one of the five Eskom cardinal rules to which the *Contractor* is required to adhere at all times.
- 6) The *Contractor* is required to do police clearance for all employees before coming to the site.

5.1.3. Site induction

- 1) Before any work can commence on site, the *Contractor* and all staff are to attend the site induction.
- 2) The *Contractor* is to allow approximately 2 hours for this.
- 3) The *Contractor* is required to sign on to the workers' register each morning and sign out each afternoon.
- 4) A responsible person (RP) will be appointed by the site and will be responsible for the area where the works are taking place.
- 5) The RP will be responsible for ensuring that everyone signs on and off the register, that everyone is aware of the Eskom rules and will confirm that the area is still safe for work.
- 6) The *Contractor* must notify the RP of the daily work plan before execution of works.

5.1.4. People restrictions on site; hours of work, conduct and records

- The *Contractor* satisfies himself and complies with the site conditions presented during the induction.
- The *Contractor* is required to comply with all site restrictions about the site's roads, walkways and barricades.
- Normal working hours:
 - Monday to Thursday: 07h00 – 16h15.
 - Fridays: 07h00 – 12h00.
 - Additional working hours are to be advised if required.

5.1.5. Health and safety facilities on Site

The health and safety facilities on site are discussed in detail during the site induction.

5.1.6. Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall control their activities and processes in accordance with TDPMAN-ST-37: Environmental Requirements for *Contractors* and/or Suppliers. The *Contractor* establishes a refuse control system. All waste is to be collected and disposed of as required by Eskom and the Local Authority.

5.1.7. Cooperating with and obtaining acceptance of others

The *Contractor* is made aware of the possibility that other *Contractors* may be present and that they will need to be given access when required and communicated with. When necessary, the *Contractor* must grant other *Contractors* and Eskom employees safe access.

5.1.8. Publicity and progress photographs

Without permission, no pictures may be taken. The *Contractor* is to note that notices and warning signs are clearly posted on the site. During induction, this information is shared with the *Contractor*, sub-contractors and site visitors. It is the *Contractor's* duty to make sure that all of its employees and guests follow all signage.

5.1.9. Contractor's equipment

All equipment coming in or going out must be registered and signed for in the waybill, witnessed by the security on site. The *Contractor* is responsible for the insurance of their own equipment. The *Contractor* is to take stock of his material and equipment regularly, and any shortage is to be reported to the *Project Manager* immediately.

5.1.10. Equipment provided by the Employer

The *Contractor* ensures that all equipment and personnel used to execute the *works* comply with all relevant legislation and regulations, especially the Occupational Health and Safety Act No. 83 of 1993 and its regulations.

5.1.11. Site services and facilities

The *Contractor* is responsible for supplying all water required for construction. Testing any water before using it for construction is the *Contractor's* obligation. Electricity is available on site. All connections, extensions, and extra supply points required for the *works* must be provided by the *Contractor*. The *Contractor* will arrange, at his own cost, any actions that he deems necessary to ensure supply continuity and quality. Everything else required to provide the *works* will be provided by the *Contractor*.

a) Source of water supply

Electricity is available on site. The *Contractor* provides all connections, extensions and additional supply points necessary for the *works*. Any measures which the *Contractor* may require to maintain continuity and quality of supply will be arranged by him at his own expense. The *Contractor* provides everything else necessary for providing the *works*.

b) Source of water supply

The nearest potable water connections will be indicated, but it is the *Contractor's* responsibility to arrange for all such services required in the execution of the works. No warranty is offered or given by the *Employer* that the existing water supply availability will be adequate for the *Contractor's* purpose, nor is such supply in any way guaranteed. All water for construction purposes is clean and free from undesirable concentrations of deleterious salts and other materials.

The *Contractor* provides everything else necessary for providing the *works*.

c) Ablution facilities

Facilities are provided in the power station complex only.

The *Contractor* provides everything else necessary for providing the *works*.

d) Site induction

The *Employer* performs a safety and environmental induction on site.
This will be arranged before the commencement of the *works* on the Site.

e) Storage

A suitable storage area is indicated for the *Contractor's* materials to provide for the works.
The *Contractor* provides everything else necessary for providing the *works*.

5.1.12. Facilities provided by the Contractor

All equipment, plant and material, and supplies needed to complete the *works* are provided by the *Contractor*. There are no phone or office spaces available on the site. The *Contractor* is responsible for supplying his own facilities on the construction site and making sure Eskom is satisfied with the cleanliness of these facilities. Toilets are not available on the premises. In compliance with Health and Safety Specification Clause 24-*Contractor's* site facilities, the *Contractor* will furnish his or her own restroom and dining facilities. No work on site will be allowed to commence before the toilet facilities are available on site.

5.1.13. Existing premises, inspection of adjoining properties and checking work of others

- 1) The *Contractor* observes the surrounding foundations, machinery, and buildings when doing the Work adjacent to an existing HV yard.
- 2) The *Contractor* communicates disruptions and the amount of time of the disruption to the *Project Manager* during the *works*.
- 3) The *Contractor* is required to inspect the work and ensure that it is safe before execution. In the transformer areas, the *Contractor* ensures and communicates with the *Project Manager* regarding working times, construction methods, permits and downtime requirements.
- 4) No work commences pending the *Project Manager's* written instruction.

5.1.14. Survey control and setting out of the works

The *Contractor* is responsible for setting out the *works*.

5.1.15. Excavations and associated water control

Not applicable.

5.1.16. Underground services, other existing services, cable and pipe trenches and covers

It is the *Contractor's* responsibility to find out from the *Employer* where any current services are located on the site before beginning any excavation. They will be considered "known" as soon as the *Contractor*

receives notification of them. Any expenses required for "known" service fixes will be the *Contractor's* responsibility.

5.1.17. Control of noise, dust, water and waste

The *Contractor* is responsible for managing his operations to reduce dust and noise. As instructed by the local authority and Eskom, all garbage must be gathered and disposed of.

5.1.18. Sequences of construction or installation

The *Contractor's* programme shall clearly show and sequence the activities of all the project work to be done by the *Contractor* and the other work covered by the contract that is being done by the subcontractors.

The following activities are to be included, as a minimum, in the programme and sequence of work:

1) Pre-construction documentation submission:

- a) Final SHE file submission to the *Employer* for review and acceptance.
- b) Site establishment method statement submission to the *Employer* for review and acceptance.
- c) Quality Control Plan submission to the *Employer* for review and acceptance.
- d) All activity method statements are submitted to the *Employer* for review and acceptance.

2) Pre - construction activities:

- a) Site establishment.
- b) Induction.

3) Installation of traffic calming measures:

- a) Installation of four (4) speed humps.
- b) Installation of five (5) rumble strips.

4) Post-construction and documentation submission:

- a) SHE file submission to the *Employer* for review and closure.
- b) Data books submission to the *Employer* for review and acceptance.
- c) De-establish and handover.

The *Contractor* is to further note that all quality documents and method statements require a 14-day review period.

5.1.18.1. Inclusion of activities by others in the programme

The *Contractor's* programme and any subsequent revisions shall be deemed to consider all public holidays, all non-working times. If and when the *Contractor* deems any period a calendar year as non-working time, e.g. pay weekends, etc., all such shall be declared up front and agreed with the *Project Manager* in the first construction program for acceptance, failing which shall render any later declaration as null and void. In addition, the *Contractor* shall deliver his first programme as stated in the contract data, and it shall be accompanied by the detailed schedule basis or schedule narrative, which details how the *Contractor* has derived each activity detail, duration, resources and method of working (method statements).

5.1.19. Giving notice of work to be covered up

The *Contractor* notifies the *Project Manager* at least three (3) days before the *Contractor* covers up the work.

5.2. Completion, testing, commissioning and correction of defects

5.2.1. Work to be done by the completion date

On or before the completion date, the *Contractor* does everything required to provide the *works* except for the work listed below, which may be done after the completion date, but in any case, before the dates stated. The *Project Manager* cannot certify completion until all the work except that listed below has been done and is also free of defects which would have, in his opinion, prevented the *Employer* from using the *works* and others from doing their work.

	Item of work	To be completed by
	As-built drawings	Within 14 days after Completion

5.2.2. Use of the *works* before completion has been certified

- Take over of the *works* is after successful commissioning of the *works* and before completion is certified.
- After the successful commissioning of the plant, the *Employer* takes over the *works* or section of the *works* by means of a take-over certificate listing all defects that may still be outstanding from the *works*, however, not hindering the successful operation of the plant.

5.2.3. Materials, facilities, and samples for tests and inspections

Not applicable.

5.2.4. Commissioning

Not applicable.

5.2.5. Start-up procedures required to put the *works* into operation

Not applicable.

5.2.6. Take over procedures

Takeover is after completion.

5.2.7. Access given by the *Employer* for correction of defects

Access is granted to the *Contractor* for defect correction.

5.2.8. Performance tests after completion

Not applicable

5.2.9. Training and technology transfer

Not applicable

5.2.10. Operational maintenance after completion

The *Contractor* lists any specialised maintenance tasks that are required after Completion of the *works*. This may comprise items such as inspection frequency, etc. This is handed over to the *Employer* for record purposes after Completion.

6 Plant and materials standards and workmanship

6.1. Investigation, survey and site clearance

- 1) The *Contractor* conducts a thorough site investigation of existing facilities and the area around which he is to do his work before he commences with any part of the work as detailed in this contract.
- 2) The *Contractor* makes arrangements in advance with the *Project Manager* if access is required to specific areas.
- 3) The *Contractor* is to dispose of all waste generated from the *works*.
- 4) The *Contractor* provides protection and does not damage existing plant, equipment and services.

6.2. Building works

SANS 10400: The application of the National Building Regulations

6.2.1. Standard specification

Abbreviation	Meaning given to the abbreviation
COTO	Standard Specifications for Road and Bridge Works for State Road Authorities
ECM	Engineering Change Management
IPSS	Ingula Pumped Storage Scheme
ISO	International Organization for Standardization
ITP	Inspection Test Plan
OHS	Occupational Health and Safety
QCP	Quality Control Plan
SANS	South African National Standards
TCM	Traffic Calming Measures
TRH	Technical Recommendations for Highways

6.3. Civil engineering and structural works

6.3.1. Other references

Reference Number	Title	Tick if publicly available
240-105658000	<i>Contractor</i> Contract Quality Requirements Specification	*
240-53113953	Manage Engineering Accountability Procedure	*
240-53114002	Engineering Change Management Procedure	*
240-53113685	Design Review Procedure	*
240-53665024	Engineering Quality Manual	*

240-4332798	Engineering Policy	*
36-681	Generation Plant Safety Regulations 36-681	*
240-105658000(QM-58)	Supplier Quality Management: Specification	*
OHASA (1993)	Occupational Health and Safety Act of South Africa, Act 85	
	The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices to 30 April 2004 or Equivalent	
	National Environmental Management Act of 1988	
ISO 9001:2015	Quality Management Systems	
240-62196227	Eskom Life-saving Rules Directive 23-421	*
	Local Authority By-laws	
	National Building Regulations and Building Standards Act	

- 1) * Available on request
- 2) The revisions and amendments of the above documents that apply are the latest revisions and amendments in force at the time of the contract award.
- 3) This contract is carried out in accordance with these specifications and contract drawings.
- 4) Nothing in this specification lessens the *Contractor's* obligations detailed in any other documents forming part of the contract.

6.4. Electrical & mechanical engineering works

Not applicable

6.5. Process control and IT works

Not applicable

7 LIST OF DRAWINGS

DRAWINGS ISSUED BY THE *EMPLOYER*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract. The drawings provided by the *Employer* are for reference and pricing only. The *Contractor* verifies the correctness of these drawings against the as-built condition prior to commencing with the *works*. Nothing in the drawings lessens the *Contractor's* obligations as detailed in any other documents forming part of the Contract.

Note: The drawings are the *Employer's* as built drawings for rehabilitation purposes and may contain both Works Information and Site Information.

Drawing number	Revision	Title
0.83/82 009	1	Ingula Pumped Storage Scheme Overall Site Layout
0.83/94 416	6	Braamhoek Pumped Storage Scheme: Section 4: Lower Dam Link Road 1 Road Sign Layout km 0,000 To km 3,76

0.83/94 417	6	Braamhoek Pumped Storage Scheme: Section 4: Lower Dam Link Road 2 Road Sign Layout km 0,000 To km 2,00
0.83/94 418	6	Braamhoek Pumped Storage Scheme: Section 4: Lower Dam Link Road 2 Road Sign Layout km 2,00 To km 6,00
0.83/94 419	5	Braamhoek Pumped Storage Scheme: Section 4: Lower Dam Link Road 2 Road Sign Layout km 5,80 To km 7,357
18.83/248	0	Typical Speed Humps and Rumble Strips

Part 4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

Ingula Power Station is a National Key Point and all persons to arrive/visit must comply/undergo the following:

- a) Strictly comply to date and times agreed upon.
- b) Use the main entrance at the surface admin building to enter the premises and undergo a breathalyzer test before proceeding inside the building at Ingula Power Station.
- c) Adhere to Eskom's Life-saving Rules:
 - i. Open, isolate, test, earth, bond and/or insulate before touch
 - ii. Hook up at heights
 - iii. Buckle up
 - iv. Be sober
 - v. Permit to work
- d) Induction prior to access to plant or work

The *Contractor* shall for each of this employees/subcontractor provide a Criminal Clearance Certificate which are not older than 30 days. This certificates will needs to be provided prior to Ad Hoc access entrance permits being granted to site.

The *Contractor* shall liaise with the power station security staff in order to obtain temporary permits for his staff and vehicle, which will be working within the station.

With the exception of construction plant the *Contractor* shall be restricted to having only one other vehicle on site for transporting his employees and materials. Any other need is to be granted by the *Employers* representative.

Personnel and vehicles entering and leaving the site are subject to routine searches and substance abuse testing.

The *Contractor* will have to obtain a "removal permit" from the *Employers representative*, before materials and equipment can be removed from the site. The "removal permit" gives and itemized list of materials and equipment to be removed from site.

The *Contractor* shall make his own assessment of, and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the *Works*.

2. Hidden and other services within the site

All known services will be brought to the attention of the *Contractor* by *Employers representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

3. First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Contractor* who also may in cases of emergencies or accidents call upon the services of the first aid and firefighting resources at the Power Station.

4. Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

5. Fire protection

The provision of Eskom's standard NWS 1494 Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable. The *Contractor* shall ensure that adequate firefighting apparatus is provided at all his work sites, and that his staff is trained in the use of this apparatus.

6. Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the NOSA Standards Safety Regulations, NWS 1058 and the Safety Regulations as laid down in the Safety Manual. The overriding regulations will however be the Occupation Health and Safety Act.

7. Safety

The *Contractor* shall comply with

- The Occupational Health and Safety Act, 1993, and all regulations made there under.
- All Eskom Safety and Operating Procedures.

The *Contractor* acknowledges that it 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.

ESKOM does not permit any passengers to be transported at the back of any truck, light domestic vehicle or enclosed light commercial vehicle.

All Eskom Life Saving Rules as specified shall be adhered to. The rules are as follows:

- 1) Open, isolate, test, earth, bond and/or insulate before touch
- 2) Hook up at heights
- 3) Buckle up
- 4) Be sober
- 5) Permit to work

Submit a Safety File for pre-approval consisting of- and not limited to:

- 1) Method Statement
- 2) Organogram – Project Specific
- 3) SHE Policy of the Contractor's Company
- 4) HSE Plan
- 5) Criminal Clearance Certificate for each individual accessing site
- 6) Ad Hoc Access Entrance Permit
- 7) Letter of Good Standing
- 8) Medical Certificates
- 9) Baseline Risk Assessment (Task based)
- 10) Appointment Letter 16(2)
- 11) Agreement Form 37(2)
- 12) Fall Protection Plan
- 13) Lifting Equipment Certification/Registers
- 14) Competencies
- 15) PPE Register
- 16) Safety data Sheets
- 17) Covid-19 Compliance Officer
- 18) Covid-19 Management Procedure

- Tool and equipment list(s) for declaration at gate entrance.

The premises may be entered from 07:30 to 16:45 Mon-Thu, excluding public Holidays and from 07:30 to 12:30 on Fridays. Each person shall sign the site entrance register and this information shall also be collated by the *Contractor* for use during the scheduled meetings.

Parking is allowed in demarcated areas only and should it be required to drive on site, then please adhere to the following;

- 1) Maximum speed is 20km/h
- 2) Driving is only allowed on tarred surfaces
- 3) Obey all road signs

Damage to ESKOM's plant/ property will be for the *Contractor's* account.

8. Site specific safety and environment measures

- a) If during work whereby heavy industrial vehicles need to be utilised, that could interfere with the public, the necessary safety measures must be put in place.
- b) The environment in which the work takes place is sensitive to ecological disturbance and introduction of foreign and or harmful substances that could cause permanent damage. A risk assessment needs to be

conducted to motivate containment measures for any environment unfriendly substances and waste that could occur.

- c) Adverse atmospheric conditions like abnormal cold and hot may prevail on rare occasions. The contractor must show due diligence that it would be able to cope with these in terms circumstances.
- d) The area in which the work is taking place is not close to any hospitality and medical facilities. The contractor is to provide adequate facilities in respect of human comfort.
- e) In terms of any perceived medical emergency that could occur. The necessary plans must be in place, and executable to prevent any aggravation of injury.
- f) If it is anticipated that “hot works” will be performed, the necessary legislation needs to be observed as to ensure that measures are in place to prevent any possibility of starting any fires.

This document will be accompanied by a “CONTRACTOR HEALTH & SAFETY FILE SPECIFICATIONS” index.

This document will also be accompanied by a “Contractor SHE Management Handbook” that can be used to familiarise the contractor with the Eskom SHE requirement for contractors.

9. Geographic Location

The Power Station is located approximately 350 km south-east of Johannesburg, at the border between Kwa Zulu Natal and Free State. GPS Coordinates: 28°16'54"S 29°35'08"E

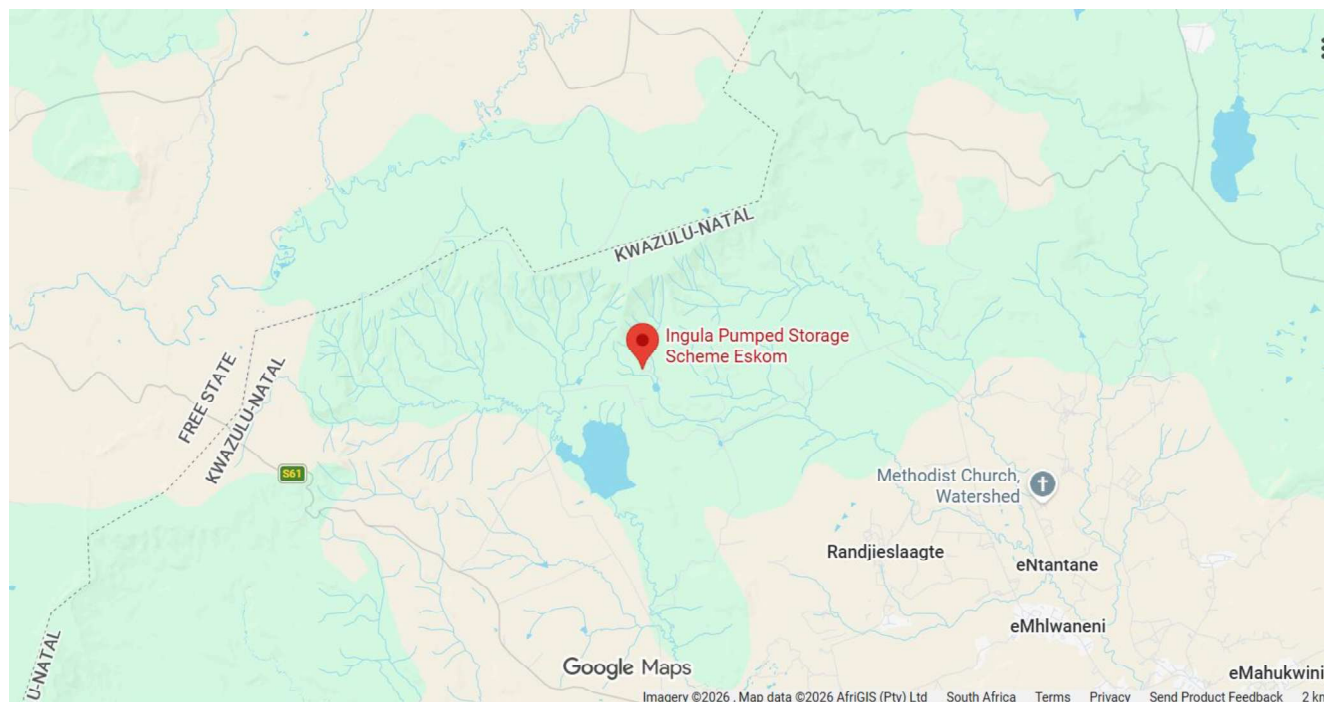


Figure 1: Ingula Power Station Geographical Location

a) Climate

The Ingula Pumped Storage Scheme is located in a high-altitude, environmentally sensitive area on the Drakensberg escarpment, straddling the Free State and KwaZulu-Natal border in South Africa. The site is characterized by significant high-altitude wetlands, which necessitated a specialized environmental, conservation-focused approach to protect local biodiversity, including the endangered White-winged Flufftail. Situated near Van Reenen’s Pass, around 55km from Ladysmith, within a highly sensitive ecological area. The area consists of grasslands, wetlands, and escarpment forests, which are three

Attachment 5

Pricing

Schedule/BOQ

ADDITION OF ROAD SPEED HUMPS AT IPSS

SCHEDULE A : PRELIMINARY AND GENERAL

SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	PRELIMINARY AND GENERAL				
1.1	FIXED-CHARGE ITEMS				
1.1.1	Contractual Requirements	Sum	1		
1.1.2	Office/Storage Sheds	Sum	1		
1.1.3	Laboratories	Sum	1		
1.1.4	Portable Toilets	Sum	1		
1.1.5	Water Supply, Power & Communication	Sum	1		
1.1.6	Tools and Equipment	Sum	1		
1.1.7	Plant	Sum	1		
1.1.8	Access	Sum	1		
1.1.9	Transport	Sum	1		
1.1.10	Accommodation	Sum	1		
1.1.11	Contractor's obligation in respect of the Occupational Health and Safety Act and construction regulations. Health and Safety file preparation and submission taking cognisance of the Employer's health and safety specifications and/or requirements.	Sum	1		
1.2	TIME RELATED-CHARGE ITEMS				
1.2.1	Office/Storage Sheds	Month	3		
1.2.3	Portable Toilets	Month	3		
1.2.4	Water Supply, Power & Communication	Month	3		
1.2.5	Tools and Equipment	Month	3		
1.2.6	Plant	Month	3		
1.2.7	Supervision	Month	3		
1.2.8	Access	Month	3		
1.2.9	Transport	Month	3		
1.2.10	Accommodation	Month	3		
1.2.11	Environmental Officer	Month	3		
1.2.12	Safety Officer	Month	3		

1.2.13	Provisional amount for materials testing as instructed by the Engineer	Provisional Sum	1		
1.2.14	Cost of survey in terms of land surveying act	Sum	1		
TOTAL CARRIED FORWARD					

ADDITION OF ROAD SPEED HUMPS AT IPSS

SCHEDULE A : PRELIMINARY AND GENERAL

SECTION 2: PLANT AND EQUIPMENT

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD					-
2	<u>PLANT AND EQUIPMENT</u>				
	SUPPLY PLANT INCLUDING, OPERATOR, FUEL, MAINTENANCE AND PERTINENT COST				
2.1	Tipper truck	hr	1		
2.2	Grader	hr	1		
2.3	Front End Loader	hr	1		
2.4	Digger/Loader	hr	1		
2.5	Water truck	hr	1		
2.6	Vibrating roller	hr	1		
3	<u>ACCOMMODATION OF TRAFFIC</u>				
3.1	Accommodation of traffic for access roads for the duration of contract.The contract rate include standard traffic accommodation, signage, flagmen, safety signs, traffic safety equipment for the addition of road speed humps, rumble strips and installation of road signs	Sum	1		
TOTAL CARRIED FORWARD					

ADDITION OF ROAD SPEED HUMPS AT IPSS

SCHEDULE B : ROADWORKS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4	<u>SECTION 4 : CLEARING AND GRUBBING</u>				
4.1	Clearing with machines and hand labour where necessary. This includes removal of vegetation in the roadway and dispose off site.	ha	0.2		
5	<u>SECTION 5 : BREAKING UP EXISTING PAVEMENT LAYERS</u>				
5.1	Saw-cutting existing materials within the following average depth ranges Asphalt material: (a) Up to 50mm	m	60		
5.2	Removal of bituminous seal surfacing (thickness not exceeding 30mm)	m ²	110		
5.3	Excavating and spoiling material from an existing pavement and/or the underlying fill	m ³	4		
6	<u>SECTION 6: PRIME COAT</u>				
6.1	Colprime - E @ 1 litre/m2 or similar approved	Litre (l)	110		
6.2	Extra over item 6.1 for applying the prime coat in areas accessible only to hand held equipment	Litre (l)	55		
7	<u>SECTION 7: ASPHALT BASE AND SURFACING</u>				
7.1	Application of Bond Coat				
7.1.1	Stable - grade 30% net bitumen emulsion as specified. Applied with a calibrated distributor	Litre (l)	110		
7.2	Binder variations: 50/70 penetration grade	Litre (l)	55		
7.3	Coring of asphalt layers (a) 100mm diameter	No.	4		
7.4	Backfilling of excavations for patching with:				
7.4.1	Asphalt surfacing	t	12		
8	<u>SECTION 8: ROAD SIGNS</u>				
8.1	Supply and erect retro reflective road signs as per SARTSM volume 2 Detail 15.20.2 and as per dwg 18.83/248: (a) W332 speed hump sign (1200mm) erected with 76 diameter x 3.5mm galvanised pole	No.	8		
	(b) IN11.1 Supplementary plate (30km/h)	No.	8		

	(c) W401 Danger plates erected with 50x50x2mm galv. pole (4 per speed hump)	No.	16		
	(d) W402 Danger plates erected with 50x50x2mm galv. pole (4 per speed hump)	No.	16		
	(e) Rumble strip warning signs (1200mm) erected with 76 diameter x 3.5mm galvanised pole	No.	10		
8.2	Supply and erect retro reflective road signs erected with 76 diameter x 3.5mm galvanised pole as per SARTSM volume 2 Detail 15.20.2:				
	(a) R1 stop sign (1200mm)	No.	6		
	(b) R1 stop sign (600mm)	No.	2		
	(c) R1 stop sign (1200mm) + IN11.1 Supplementary plate	No.	4		
	(c) R2 yield sign (1200mm)	No.	1		
	(d) W104 T-junction sign (1200mm)	No.	1		
	(d) W104 T-junction sign (1200mm) + IN11.1 Supplementary plate	No.	3		
	(e) W349 side wind sign (1200mm)	No.	3		
	(f) W310 domestic animals sign (1200mm)	No.	10		
	(g) R201 speed limit (40) sign (1200mm)	No.	2		
	(h) R201 speed limit (60) sign (1200mm)	No.	19		
	(j) W202 gentle curve right sign (1200mm)	No.	5		
	(k) W203 gentle curve left sign (1200mm)	No.	5		
	(l) W204 sharp curve right sign (1200mm)	No.	3		
	(m) W205 sharp curve left sign (1200mm)	No.	3		
	(n) W107 side road junction left sign (1200mm)	No.	2		
	(p) W108 side road junction right sign (1200mm)	No.	2		
9	<u>SECTION 9: ROAD MARKING</u>				
9.1	Retro-reflective road marking paint:				
	(a) White lines broken or unbroken (i) 100mm	km	0.1		
	(b) White transverse lines painted on speed humps (ii) 200mm	km	0.2		
9.2	Variations in rate of application:				
	(a) White paint	Litre (l)			
	(b) Yellow paint	Litre (l)			
	(c) Retro-reflective beads	kg			
9.3	Roadstuds (Ferro Lynx A200 or similar approved) Bi-directional	km			
	(a) Supply and installation of roadstuds (12 per speed hump)	No.	48		
9.4	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km	0.1		
10	<u>SECTION 10: TRAFFIC CALMING DEVICES</u>				
10.1	3.4m wide asphalt rumble strips	m	350		

11	<u>SECTION 11: FINISHING THE ROAD AND ROAD RESERVE</u>				
11.1	Finishing the road and road reserve: (a) Single carriageway road	km	0.15		
TOTAL CARRIED FORWARD TO SUMMARY					

Attachment 06

Technical Evaluation Criteria

	Strategy	Engineering
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Title:	Tender Technical Evaluation Strategy for Addition of Road Speed Humps to Main Access Road at Ingula Pumped Storage Scheme	Unique Identifier:	478/591-G
		Alternative Reference Number:	ECN 25596543
		Area of Applicability:	Engineering
		Documentation Type:	Strategy
		Revision:	1.0
		Total Pages:	13
		Next Review Date:	N/A
		Disclosure Classification:	CONTROLLED DISCLOSURE

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1. INTRODUCTION

This document establishes the Technical Evaluation Strategy for the evaluation of tenders that will be submitted in response to the Ingula Pumped Storage Scheme (IPSS) Road Speed Humps to Main Access Road enquiry.

The scope includes the construction of four (4) Speed Humps and five (5) Rumble Strips along the Main Access Roads.

This document seeks to provide clear mandatory and qualitative evaluating criteria that will be used during technical evaluations. The document has been developed in accordance with the Eskom Technical Evaluation Procedure 240-48929482.

2. SUPPORTING CLAUSES

2.1 SCOPE

This document covers the different aspects that will be evaluated and scored by the Technical Evaluation Team (TET) to complete the technical evaluation for IPSS Road Speed Humps to Main Access Road enquiry.

The Technical Evaluation Strategy will define the following technical evaluation criteria:

- Mandatory Evaluation Criteria
- Qualitative Criteria
- TET Member Responsibilities
- Acceptable/Unacceptable Qualifications

Once the Technical Evaluation Strategy is authorised no changes will be made to the evaluation criteria without appropriate authorisation.

2.1.1 Purpose

The purpose of this tender technical evaluation strategy is to define the Mandatory Evaluation Criteria, Qualitative Evaluation Criteria and TET member responsibilities for tender technical evaluation. The technical evaluation strategy serves as basis for the tender technical evaluation process.

2.1.2 Applicability

This document is applicable to Peaking Engineering and DPSS.

2.2 NORMATIVE/INFORMATIVE REFERENCES

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

2.2.1 Normative

[1] 240-48929482: Tender Technical Evaluation Procedure

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- [2] 31A/4868 Technical Specification for inspection, non-destructive testing and repairs to busbar shafts at DPSS

2.2.2 Informative

- [3] 240-53716712: Tender Technical Evaluation Results Form Template
[4] 240-53716726: Tender Technical Evaluation Scoring Form Template
[5] 240-53716746: Tender Technical Evaluation Report Template

2.3 DEFINITIONS

Controlled Disclosure: Controlled Disclosure to external parties (either enforced by law, or discretionary).

2.3.1 Classification

Controlled Disclosure: Controlled Disclosure to external parties (either enforced by law, or discretionary).

2.4 ABBREVIATIONS

Abbreviation	Description
IPSS	Ingula Pumped Storage Scheme
TET	Technical Evaluation Team

2.5 ROLES AND RESPONSIBILITIES

Engineering Manager: All Engineering Managers throughout Eskom shall ensure that all staff, in their respective areas understand and adhere to this procedure.

Professionally Registered Engineering Practitioner (PREP): The PREP is responsible to manage the execution and adherence to this procedure. Typically on New Build projects the PREP role is fulfilled by the Lead Discipline Engineer (LDE) and on existing asset projects the PREP role is fulfilled by the relevant System Engineer/Plant Engineer.

Technical Evaluation Team (TET) member: The delegated engineers / technical specialists who are responsible to review and evaluate technical aspects of the tender documentation as per the Tender Technical Evaluation Strategy.

2.6 PROCESS FOR MONITORING

Not applicable.

2.7 RELATED/SUPPORTING DOCUMENTS

- [6] 240-53716746: Tender Technical Evaluation Report Template
[7] 240-53716712: Tender Technical Evaluation Results Form Template

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[8] 240-53716726: Tender Technical Evaluation Scoring Form Template

[9] 240-53716769: Tender Technical Evaluation Strategy Template

3. TENDER TECHNICAL EVALUATION STRATEGY

3.1 TECHNICAL EVALUATION THRESHOLD

The minimum weighted final score (threshold) required for a tender to be considered from a technical perspective is 70%.

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3.2 MANADATORY TECHNICAL EVALUATION CRITERIA

Table 2: Mandatory Technical Evaluation Criteria

	Mandatory Technical Criteria Description	Reference to Technical Specification / Tender Returnable	Motivation for use of Criteria
1.	Tenderer attends site clarification meeting.	Works Information	Tenderer conducts a visual inspection to base tender on.
2.	A minimum of 2 projects with evidence of completed works in road repair/construction that are equivalent to the works required in this package. This includes: • Project Name • Description of work performed • Project Value (only for scope performed) • Project Start and End Date The Tenderer submits a list of traceable references which adequately proves that the Tenderer has at least completed two (2) contracts successfully of similar scope (road repair/construction) in the last five (5) years. Name, designation and Contact Person of Referee are required.	Works Information Tender returnable schedule P & E	Specialist experience in road construction is mandatory to assure success of the project.

3.3 QUALITATIVE TECHNICAL EVALUATION CRITERIA

3.3.1 Qualitative Technical Evaluation Scoring Range

During the tender evaluations, Table 3 shall be used by TET members to score each criterion.

Table 3: Qualitative Technical Evaluation Scoring Table

SCORE	PERCENTAGE	DESCRIPTION
5	100	COMPLIANT • Meet technical requirement(s) AND; • No foreseen technical risk(s) in meeting technical requirements.
4	80	COMPLIANT WITH ASSOCIATED QUALIFICATIONS • Meet technical requirement(s) with; • Acceptable technical risk(s) AND/OR; • Acceptable exceptions AND/OR • Acceptable conditions.
2	40	NON-COMPLIANT • Does not meet technical requirement(s) AND/OR; • Unacceptable technical risk(s) AND/OR; • Unacceptable exceptions AND/OR; • Unacceptable conditions.
0	0	TOTALLY DEFICIENT OR NON-RESPONSIVE
Note 1: The scoring table does not allow for scoring of 1 and 3.		

3.3.2 Qualitative Technical Evaluation Criteria

Table 4: Qualitative Technical Evaluation Criteria

	Qualitative Technical Criteria Description		Reference to Technical Specification / Tender Returnable	Criteria Weighting (%)	Criteria Sub Weighting (%)
1.	Civil			100%	
1.1	Experience			40	
	1.1.1	Tenderer has at least completed two (2) contracts successfully of similar scope (inspection, non-destructive testing, and concrete repair) in the last five (5) years. Tenderer has provided references of similar road repair/construction projects.	Works Information		100
1.2	Compliance to Scope			35	
	1.2.1	Has the Tenderer submitted high level method statements and Quality Control Plans demonstrating an understanding of the activities and includes the following as a minimum: • Speed Hump Construction • Rumble Strip Construction	Works Information		100
1.3	Project Organisation and Resources			15	
	1.3.1	Resource: Key Personnel: All civil and structural construction personnel and CVs of all key personnel to be provided. One Supervisor and one (1) foreman to have a minimum of three (3) years experience in road repair/construction.	Works Information Tender Returnable Schedule B & D(i)		90
	1.3.2	Project Organization: Organogram Proposed organogram showing organisation structure for the works.	Tender Returnable Schedule B & D		10
1.4	Construction programme			10	
	1.4.1	The tenderer has provided a schedule/ programme showing activities of all the project work to be done by the contractor, and the other work covered by the contract that is being done by the subcontractors(i.e. is the entire scope of the works represented?	Works Information		100
				TOTAL: 100	

3.3.3 Qualitative Technical Evaluation Criteria – Scoring Measures

Table 5: Qualitative Technical Evaluation Criteria – Scoring Measures

Civil & Structural				
Criteria No	Qualitative Technical Criteria Description	Criteria Sub Weighting (%)	Range	Score
1.1.1	Tenderer has at least completed two (2) contracts successfully of similar scope (inspection and concrete repair) in the last five (5) years. Tenderer has provided references of similar inspection and concrete repair projects.	100	No previous project experience & references provided	0
			Completed 2 project within last 5 years with references	2
			Completed 3-4 projects within last 5 years with references	4
			Completed greater than 4 projects within last 5 years with references	5
1.2.1	Has the Tenderer submitted detailed method statements & QCP's demonstrating an understanding of the activities and includes the following as a minimum: - Speed Hump Construction - Rumble Strip Construction	100	No method statement AND no QCP	0
			Partial deficiency with some generic method statements and QCP's provided	2
			All Method Statements and QCP's provided but partially lacking information	4
			All Method Statements and QCP's provided and in Complete compliance to the Works Information	5
1.3.1	Resource: Key Personnel: All civil and structural construction personnel and CVs of all key personnel to be provided. One supervisor and one foreman to have a minimum of 3 years' experience in road construction.	90	Total deficiency and non-compliance/ non-submission of key personnel's information Experience does not match the role and responsibility of the Key Personnel	0
			Relevant experience, less than 2 years	2
			Relevant experience between 2-3 years with no references provided	4

Tender Technical Evaluation Strategy for Addition of Road Speed Humps to Main Access Road at Ingula Pumped Storage Scheme

Unique Identifier: **478/591-G**

Revision: **1.0**

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			Relevant experience greater than 3 years and reference details provided	5
1.3.2	Project Organization: Organogram Proposed organogram showing organisation structure for the works and interrelation with Head office and Site team.	10	Non-Submission	0
			Partial deficiency OR no correlation to Works Information & Key Personnel provided	2
			Partial deficiency AND correlates to Works Information & Key Personnel & Supervision provided	4
			Complete compliance to the Works Information & Key Personnel & Supervision provided	5
1.4.1	The tenderer has provided a schedule showing activities of all the project work to be done by the contractor, and the other work covered by the contract that is being done by the sub-contractors i.e. is the entire scope of the works represented?	100	No programme or schedule provided i.e. Total deficiency AND noncompliance to the Works Information	0
			Partial deficiency OR non-compliance to the Works Information	2
			Partial deficiency AND compliance to the Works Information	4
			Complete compliance to the Works Information	5

3.4 FORESEEN ACCEPTABLE / UNACCEPTABLE QUALIFICATIONS

3.4.1 Risks

Table 7: Acceptable Technical Risks

Risk	Description
1.	Alternative specifications and construction methods indicated by tenderers.
2.	Plant and Equipment availability

Table 8: Unacceptable Technical Risks

Risk	Description
1.	Incomplete and generic method statement
2.	Incomplete and generic QCP
3.	Deviating from scope of work
4.	Insufficient road construction experience

Attachment 07

Quality Requirements

	SPECIFICATION	
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Title: **Supplier Quality Management:
Specification**

Document Identifier: **240-105658000**

Alternative Reference **QM 58**
Number:

Area of Applicability: **Eskom Holdings SOC Ltd**

Functional Area: **Quality Management**

Revision: **3**

Total Pages: **28**

Next Review Date: **October 2024**

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1. Introduction

The intention of this specification is to specify and describe the minimum quality requirements for all existing and potential Eskom suppliers and define the quality criteria for the selection, evaluation, vendor registration, management, monitoring, assessment and auditing of suppliers. Eskom's position is to partner with suppliers who fully demonstrate commitment to the development, implementation, and maintenance of a quality management system (QMS) that conforms to the requirements of ISO 9001 standard. The priority is to encourage suppliers to continually improve their QMS and enhance service delivery by implementing and conforming to the standard.

2. Supporting Clauses

2.1 Scope

2.1.1 Purpose

The purpose of this specification is to outline the requirements according to which suppliers shall

- develop,
- implement,
- maintain, and
- continually improve

a quality management system (QMS) based on ISO 9001, which should form the basis for conformity to Eskom quality requirements and continually adhere to them throughout the duration of a contract

2.1.2 Applicability

This specification shall apply throughout Eskom Holdings Limited divisions, its subsidiaries, suppliers, and sub-suppliers and shall form part of all Eskom requests for information (RFI)/ requests for quotation (RFQ)/ requests for proposal (RFP), including contracts for the procurement of products and services.

2.1.3 Effective date

Date of authorisation of the specification

2.2 Normative/Informative References

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

2.2.1 Normative

- [1] ISO 9001 Quality Management Systems – Requirements
- [2] ISO 10005 Quality Management Systems – Guidelines for Quality Plans.

2.2.2 Informative

- [3] ISO 9000 Quality Management Systems – Fundamentals and Vocabulary
- [4] 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy
- [5] ISO 10006 Quality Management Systems – Guidelines for Quality Management in Projects

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- [6] ISO 9004 Quality Management – Quality of an Organisation – Guidance to Achieve Sustained Success
- [7] 32-1033: Eskom's Procurement and Supply Chain Management Policy
- [8] 32-1034: Eskom's Procurement and Supply Chain Management Procedure
- [9] PPPFA: Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- [10] CIDB 1004: Best Practice Guideline A4: Evaluating Quality in Tender Submissions
- [11] 240-12248652 Supplier Quality Management: List of Tender Returnables
- [12] IAEA Safety Standard GS-R-3.1 Application of the Management System for Facilities and Activities
- [13] SANS 10845-1 Construction Procurement Part1: Processes, Methods and Procedures

2.3 Definitions

The vocabulary of ISO 9000 and the following definitions apply in the application of this specification.

- 2.3.1 Component:** a constituent part of the product or sub-assembly of the product. The product may comprise multiple individual components
- 2.3.2 Contract Quality Plan:** a document of the supplier's process for delivering the level of quality required by the contract. It is a framework for the contractor's process for delivering quality. Purpose of a CQP is to outline how the results defined in the specifications will be achieved.
- 2.3.3 Hold Point:** a predetermined stage in the quality control plan (QCP) beyond which work/ manufacturing shall not proceed without the attendance of, and written authorisation of, an Eskom representative or Eskom inspection agency, whichever is applicable.
- 2.3.4 Intervention Points:** those control points indicated by the various controlling bodies concerned with the implementation of a specific QCP/ ITP. These can be in the form of inspection, hold points, surveillances, witnesses, reviews and verifications.
- 2.3.5 Inspection Agency:** an organisation or person appointed by Eskom for the purpose of performing quality assurance/ quality control, monitoring, inspection and/ or expediting services.
- 2.3.6 Level 1 Plant Items:** equipment, whose failure has an effect on personnel safety and/ or health, causes an environmental incident, cause a huge production loss or major equipment damage. Equipment that are safety/ redundancy/ protective device or covered by statutory regulations requirements.
- 2.3.7 Level 2 Plant Items:** equipment, whose failure impacts plant availability and/ or reliability, causes significant costs or secondary damage.
- 2.3.8 Level 3 Plant Items:** equipment that does not impact on personnel safety and/ or health, environmental, cost, availability and/ or reliability of plant.
- 2.3.9 Nonconformity:** a deficiency in material, composition, characteristic, or performance that renders the quality of an item, component, or product unacceptable or indeterminate. The term also covers a deficiency in, or deviation from/non-adherence to, the quality management system requirements, prescribed production processes, and/ or related documentation such as procedures and instructions.

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- 2.3.10 Quality Plan:** specification of the actions, responsibilities and associated resources to be applied to a specific object.
- 2.3.11 Quality Control Plan:** a document specifying the activities to be inspected throughout the execution of the project, inclusive of test methods, procedures, and acceptance criteria (This term is equivalent to QIP and ITP).
- 2.3.12 Requirement:** the need or expectation that is stated, generally implied, or obligatory. Requirements are generally specified in the purchase order and/or contract documentation, but may not be limited to these.
- 2.3.13 Primary Plant (Power Plant):** primary plant include High Voltage equipment situated inside the control room (breakers, bus-bars, CT's, VT's and transformers).
- 2.3.14 Secondary Plant (Control Plant):** secondary plant includes all equipment used to control and protect the HV equipment on the primary plant side. (Protection, metering, AC/DC and tele-control).
- 2.3.15 Special Process:** is any production or service process which generates products or services which cannot be measured, monitored, or verified prior to delivery and use.
- 2.3.16 Supplier:** is a current or potential supplier, vendor, contractor, consultant, or service provider. A supplier may be a natural or legal person and includes any employee acting within the course and scope of his/her employment or any agent or manager acting for, or on behalf of, or in the interests of, the person registered as supplier on the Eskom supplier database.
- 2.3.17 Sub-supplier:** an organisation that provides a product/service to the supplier and/or that enters into a subcontract and assumes some of the obligations of the supplier or prime contractor.
- 2.3.18 Witness Point:** a predetermined stage in the quality control plan where and inspection activity will take place. Work may proceed, provided Eskom or its inspection agency has been formally notified and confirmed that inspection is waived.

2.4 Abbreviations

Abbreviation	Explanation
AIA	Approved Inspection Authority
CA	Corrective Action
CQP	Contract Quality Plan
FIDIC	Federation Internationale Des Ingenieurs- Conseils
FMECA	Failure Mode, Effects and Criticality Analysis
HAZOP	Hazard and Operability Study
ISO	International Organisation for Standardisation
ITP	Inspection and Test Plan
NC	Nonconformity
NDT	Non Destructive Testing
PMI	Positive Material Identification
QCP	Quality Control Plan

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Abbreviation	Explanation
QMS	Quality Management System
PQP	Project Quality Plan
RFI	Request for Information
RFQ	Request for Quotation
RFP	Request for Proposal
SHEQ	Safety, Health, Environment, and Quality
SETA	Skills Education Training Authorities
WPS	Welding procedure specifications
WQR	Welder's Qualification Record

2.5 Roles and Responsibilities

Eskom Quality representative/ professional will select applicable requirements for existing and potential Eskom suppliers using Form A (Tender and Contract Quality Requirements for Supplier Quality Management: Specification 240-105658000/ QM 58 and Quality Requirements for ISO 9001 Standard).

The existing and/ or potential suppliers must complete, sign and return Form A with the other returnable as listed in the **List of Tender Returnable document (240-12248652)**. Other roles and responsibilities for this standard are defined within the text of this specification.

2.6 Process for Monitoring

The application of this specification throughout Eskom shall be audited as per the management system audit schedule.

2.7 Related/Supporting Documents

The documents superseded by this specification: all divisional and business unit supplier quality requirements standards and/or specifications.

Forms and templates:

- [1] 240-68099512 Tender and Contract Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and Quality Requirements for ISO 9001 Standard (Form A)
- [2] 240-109253698 Template for a Typical Contract Quality Plan
- [3] 240-109253302 Quality Control Plan/Inspection and Test Plan
- [4] 240-126469599 Method Statement Template.

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3. Pre-Contract Award: Quality Requirements

The quality assessment criteria and **Form A** of this specification will be selected and completed by an Eskom Quality representative/ professional who will identify the applicable supplier quality requirements to be met.

Form A of this specification must also be completed and signed by the supplier responding to an Eskom invitation to tender, in order to acknowledge and accept Eskom Supplier Quality requirements as per this specification and ISO 9001 Standard or any additional quality requirements specific to the scope of work.

3.1 Supplier and Sub-Supplier Quality Management System Requirements

- 3.1.1** The supplier and sub-supplier shall develop, implement, maintain and improve a formal QMS that conforms to the latest ISO 9001 standard or any applicable standard of QMS (latest applicable revision) and in accordance with the requirements of this specification.
- 3.1.2** Such a formal system shall consist of the appropriate documented information required by ISO 9001 and may include a quality manual, quality plans, work procedures, work instructions, method statements, work flow documentation, etc., as the case may be. This requirement constitutes the most basic QMS requirements.
- 3.1.3** Unless specifically excluded from the quality list of tender returnable, as per the categories of quality requirements (Category 1, 2, 3, or 4), such a QMS shall carry a valid ISO 9001 certificate from an accredited certification body, as indicated in the applicable Eskom invitation (this requirement applies equally to both the supplier and any/ all manufacturing third-party organisations mentioned above).
- 3.1.4** Unless specifically excluded in the quality list of tender returnable, as per the categories of quality requirements (Category 1, 2, 3, or 4), the supplier shall have a fully developed, documented, implemented, reviewed and maintained QMS that complies with the requirements of ISO 9001 standard or any applicable standard of QMS. In the event that the main supplier invariably requires the assistance of a sub-supplier in order to realise its own supply obligations. The aforementioned requirement applies equally in all cases where any such sub-supplier's scope of responsibility includes the provision of any of the following activities, namely, design and development, manufacturing, maintenance, testing, storage, delivery, installation, commissioning, and project management, or in the cases the supplier name changes, mergers, acquisitions and/ or cessations. Eskom Quality department must ensure that the changed entity can still fulfil the requirements as set out in the contract documentation.
- 3.1.5** Eskom reserves the right to request and perform necessary assessments at sub-supplier facilities.
- 3.1.6** The main supplier shall be responsible for defining and managing the specific quality assurance and control elements applicable to the respective sub-supplier's scope of work/supply and ensure that its sub-supplier(s) quality programmes support Eskom requirements.

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3.1.7 The supplier shall inform Eskom of any proposed changes to the QMS or staff that will affect the quality system prior to implementation of these changes.

3.1.8 The main supplier shall develop and implement a performance management programme for their sub-supplier. The programme shall include, but not limited to:

- Verification of the QMS
- Audits and surveillances
- Regular assessment of the CQPs and reviews of QCPs.
- NC and Defect Management
- Inspection and test plans
- Risk management

3.2 Quality Plan

The information in this section constitutes the minimum requirements for a quality plan.

3.2.1 Where specified in the Evaluation Criteria and/ or quality list of tender returnables , as per the categories of quality requirements (Category 1, 2, 3, or 4); all individual products, services and processes shall have a documented, implemented, reviewed and maintained contract quality plan and/or quality control plan (inspection and test plan).

3.2.2 Where specified in the evaluation criteria and/ or quality list of tender returnables. All production and/ or service provision shall be carried out in accordance with a documented and agreed contract quality plan (CQP) and/ or quality control plan (QCP)/ inspection and test plan (ITP).

3.2.3 The supplier shall plan for the required quality-related activities and interfaces within the supplier's quality system in order to demonstrate its ability towards both controlling and meeting specified Eskom requirements.

Note 1: Contract Quality Plan should address the **quality assurance** elements related to the scope of work and/ or technical specification.

Note 2: Quality Control Plan (QCP)/ Inspection and Test Plan (ITP) should address the **quality control** elements related to the scope of work and/ or technical specification.

3.3 Contract Quality Plan

The main supplier shall require sub-suppliers to submit project quality plans (PQPs)/ contract quality plans (CQPs) and associated documentation in accordance with the requirements of project QMS processes applicable to the sub-supplier's scope of work.

The supplier shall, where applicable, based on scope of work criticality, ensure that procurement documents clearly and unambiguously require sub-supplier submission of a sub-supplier CQP for supplier and Eskom review.

The main supplier shall ensure that sub-supplier CQPs are developed and implemented in accordance with the ISO 10005 Quality Management System Guidelines for Quality Plans. In addition to the elements specified in ISO 10005, the supplier's and/ or sub-suppliers' CQPs shall include the following (as applicable):

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- 3.3.1** The management of records, including material tests, positive material identification (PMI) testing, material certification, etc.
- 3.3.2** The provision for free and uninhibited access by the supplier and/or personnel at the time of inspection.
- 3.3.3** The proposals for submission of final documentation, the final manufacturing data book, prior to shipment.
- 3.3.4** The special processes related to welding: management of the welder's qualification record (WQR), welding procedure specifications (WPS), and procedures qualification records (PQR) that will be used in the performance of work for supplier review and acceptance prior to commencing manufacture. Welders shall be qualified to the specified Codes of Construction for the applicable procedures. The requirements for qualification shall be specified by the supplier, and welder records shall be maintained by sub-suppliers performing the work.
- 3.3.5** The special installation procedures and other required fabrication or manufacturing procedures (that is, those required for post-weld heat treatment, tube rolling, coatings, etc.) that will be used in the performance of work shall require supplier review and acceptance prior to commencing manufacture. The personnel carrying out special processes (for example, NDE, welding, coating, heat treatment, etc.) where the results cannot be fully verified by subsequent inspection and test shall be suitably qualified and, where applicable, registered with statutory bodies as legally required, that is, as radiographic workers to conduct radiography. The requirements for the qualification shall be specified, and personnel records shall be maintained in accordance with the Project Quality Personnel Qualification Specification and, where applicable, legal requirements.
- 3.3.6** The personnel required to perform special processes shall be certified competent through a certificate of competency in accordance with the company's internal training management and competency control procedures or an external certification body (for example, NDT) through an accredited service provider as per Skills Education Training Authorities (SETA) requirements.
- 3.3.7** All personnel who perform activities that affect quality shall have their training needs identified and documented. The required training shall be implemented in accordance with the company's training management and competency control procedures. All the training certificates shall meet the SETA requirements in terms of having the unit standard completed and the accreditation number of the service providers.
- 3.3.8** Instructions and requirements for equipment and materials storage, preservation, and maintenance, including identification of materials required for preservation and maintenance, are to be provided sufficiently prior to receipt (prior to shipment or earlier) to ensure that appropriate resources are available at the time of delivery.
- 3.3.9** Specific quality monitoring and verification activities are to be undertaken on the supplier's sub-suppliers by Eskom or its agent.
- 3.3.10** The CQP information need to include, but not limited to:
- Spells out the aspects of the QMS to be applied within a specific Eskom project, and the methods to be utilised to ensure quality.
 - Outline the resources, the communication channels, applicable documents and records to be generated.
 - Management Authority and Responsibility from both supplier and client need to outline in the CQP.

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- List of documents and records that will be used and submitted during the execution of the project.
- Communications channels should include contact person and contact details
- Monitoring & measurement procedures for activities need to be indicated.

3.3.11 The main supplier and sub-supplier CQPs shall comply with the Eskom Quality Requirements Specifications and shall be submitted prior to the initial scope of work kick-off or initial pre-fabrication meeting and prior to commencement of manufacturing, whichever is earlier.

3.3.12 The Eskom template for CQP provided shall be used as guideline, where the supplier does not have a CQP template.

3.4 Quality Control Plan

The supplier shall develop and implement processes and procedures that efficiently and effectively monitor, verify and document the quality of the scope of work for deliverables.

The main supplier shall ensure that sub-supplier QCPs/ ITPs are prepared at a level of detail sufficient to address all quality-control-related activities in a chronological order, from contract review through materials verification, manufacturing, fabrication, assembly, final testing, commissioning, hand-over documentation, and certification. In addition, the supplier shall ensure compliance with the following requirements:

- 3.4.1** All stages of manufacturing, fabrication, assembly and installation shall be controlled by a supplier's QCP/ ITP that clearly and unambiguously identifies the quality verifications to be performed and special attention to controls related to critical products and services.
- 3.4.2** QCP/ ITP shall be reviewed and accepted by Eskom, its inspection authority or agency, and they shall allow for the insertion of Eskom specific requirements, including hold and witness points prior to the commencement of work.
- 3.4.3** Subsequent changes to the Eskom accepted QCP/ ITP shall require Eskom, its inspection authority or agency's agreement prior to the commencement of work involving an activity affected by such changes.
- 3.4.4** The ITPs should cover materials certification, fabrication works, in-process inspections, final acceptance tests, packaging and pre- shipment/ transportation, shipping/ transportation inspections where contracted, preservation, site acceptance tests, construction and erection works, and pre-commissioning and commissioning tests.
- 3.4.5** All sub-supplier QCP/ ITP activity shall be performed using an Eskom-accepted supplier QCP/ ITP.
- 3.4.6** All applicable codes, standards, and relevant acceptance criteria documents are available at the work location, and Eskom representatives on site shall have on-going access to this information. Workplace documentation shall be available in English and in any workforce-appropriate language.

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- 3.4.7** Where activities subject to inspection and test procedures are to be undertaken by a sub-supplier, the QCP/ ITP shall make reference to this fact and shall include descriptive details of the sub-supplier's involvement. A separate QCP/ ITP shall be required for each sub-supplier scope of work.
- 3.4.8** The supplier shall be ultimately accountable and responsible for the development and proper implementation of all sub-supplier QCPs/ ITPs, including those reviewed or developed by sub-suppliers.
- 3.4.9** Eskom reserves the right to select intervention points on QCPs/ ITPs for Eskom oversight of selected functions and to perform surveillance or audits of the work.
- 3.4.10** Once signed, the ITPs and QCPs become addendums to the main contract. These ITPs can be reviewed at Eskom's discretion based on its assessment of the supplier's performance or other risks.
- 3.4.11** A QCP/ ITP shall contain the following information:
- Eskom contract number and title
 - The supplier's order number
 - Identification of the area of works/contract
 - Description of the work, with components, item number, and activity date
 - QCP/ITP unique number
 - A list of the sequence of operations, including inspection and tests
 - The identification of the specification, drawing number, or procedure for each operation, with reference to the relevant criticality risk rating
 - The acceptance criteria, with reference to the technical specification, in-house, national, or international standard, with the relevant clause number for each operation
 - The inspection and test activities that the supplier has nominated for its intervention points
 - Provision for the inclusion of intervention points nominated by Eskom and/or its authority/ agency
 - Provision for intervention point acceptance by date and signature for all parties having intervention in the plan
 - Inspection and test records to be generated by the supplier for each operation and an indication of records to be provided to Eskom (as applicable)
- 3.4.12** The main supplier shall require sub-suppliers to submit QCPs/ ITPs and associated documentation applicable to the sub-supplier scope of work. Any changes made to the QCP after submission must be resubmitted to Eskom for further review. The supplier shall ensure that all sub-supplier QCPs/ ITPs are in compliance with the Eskom Quality Requirements Specifications, including, but not limited to, the following requirements:
- Clear and unambiguous description of the equipment and location(s) at which each activity will take place, including facility location(s)
 - Identification of quality verification activity and stage
 - The details of reference documents, procedures, or method statements to be utilised in performance of the activity, including specific reference to actual sections and pages of procedures, standards, instructions, specifications, etc.

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- Definition of acceptance criteria
- Listing of certifying or verifying documents generated to provide evidence of compliance with specified requirements; documents are to be provided using the proper Eskom document numbering requirements
- Identification of main supplier and sub-supplier (where applicable) third-party/approved inspection authority (AIA) and Eskom inspection activities defined in terms of witness, hold, document review, and verification monitoring points and provision for sign-off of each of the above-mentioned parties for each intervention point
- Qualification requirements for quality control inspectors, including any third-party/AIA inspectors
- Listing of all proposed test procedures
- Acceptance criteria for each inspection or test in alignment with specified tolerances
- A section for signed acceptance of the QC/ITP by the supplier, sub-supplier (where applicable), and Eskom prior to commencement of work
- Inspection or testing intervention points, including, but not limited to, factory acceptance test and package acceptance test, witness, and hold points

3.4.13 A quality kick-off meeting will be held at the start of the contract and, if required, at the start of each subsequent phase.

- The supplier shall arrange coordination meetings with Eskom prior to placement of orders for items or equipment to ensure that all technical and commercial requirements are clear and understood. Fourteen days' advance notice of meetings shall be given to Eskom.
- Supplier inspection personnel, including inspection agency personnel, shall be competent and qualified to perform inspection and testing assignments. Mobilisation of all such personnel shall be in compliance with the Project Quality Personnel Qualification Specification.

3.4.14 Where QCP/ ITP is applicable, the supplier shall ensure that sub-suppliers are provided with comprehensive, clearly written, and unambiguous inspection and testing protocols, including processes, procedures, and methods that shall include, but not be limited to, the following:

- Requirements for inspection checklists and inspection assignments, with lists of items to be inspected
- An inspection and testing report format, report content, schedule for report processing and distribution, and report retention requirements
- Inspection and test report results response tracking (log) and resolution of nonconformity in inspection and test processes, procedures, or methods and nonconformity identified in inspection and test results
- Associated Failure Mode, Effects and Criticality Analysis (FMECA) reports relating to the equipment and sub-systems (if applicable)
- Hazard and Operability Study (HAZOP) report, as applicable

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- 3.4.15** The supplier shall establish processes and procedures for formal assessment of sub-supplier inspection and testing programmes. These shall include review of sub-supplier inspection reports and other quality control documentation. Additional formal assessment of manufacturing, fabrication, and assembly facility operations shall be conducted by the supplier to ensure continuing suitability, adequacy, and effectiveness of the sub-supplier's inspection and testing programmes. Assessment frequency shall be established in consideration of the sub-supplier scope of work, criticality of scope of work deliverables, and performance information. The assessment scope and schedule shall be developed in consultation with Eskom.
- 3.4.16** Supplier processes and procedures for verification of supplier and sub-supplier purchased product compliance with specifications shall obtain document return/review status prior to implementation.
- 3.4.17** The objective is to finalise any outstanding procedural or other issues before proceeding to deliver the works.
- 3.4.18** Eskom, in consultation with the supplier, develops an agenda for the meeting, and Eskom will keep minutes of these meetings.
- 3.4.19** Mandatory pre-inspection meetings will be convened by Eskom or its inspection agency or AIA to be attended by the supplier's and sub-supplier's representatives, including their quality representatives who will be involved in the works, and records are to be kept.
- 3.4.20** Eskom reserves the right to appoint resident quality inspectors who can be based at the supplier's or sub-supplier's premises and on site where the work is being performed. The supplier is expected to provide workspace at no cost to Eskom for the inspector, as required.
- 3.4.21** Eskom may appoint any organisation it prefers to perform quality assurance and quality control activities, either in the capacity as an AIA or inspection agency, on the works contracted to the supplier, and the supplier or its sub-suppliers may not object, prevent, hinder, undermine, circumvent, question, discredit, or in any way make it impossible for such organisation to carry out its work on behalf of Eskom.
- 3.4.22** The Eskom template for QCP/ ITP provided shall be used as guideline, where the supplier does not have a QCP/ ITP template.

3.5 Pre-Contract Award: Quality Requirement

3.5.1 Main Supplier and Sub-supplier Categories

Eskom supplier quality requirements for all existing and potential suppliers and sub-suppliers are classified into four categories (category 1, 2, 3 and 4). Suppliers must prepare and submit quality documentation as per the tender selected category (**indicated in Form A**) using the list of tender returnables document.

NOTE: Only one (1) category must be applicable per procurement process e.g. [Eskom requests for information (RFI)/ requests for quotation (RFQ)/ requests for proposal (RFP), including contracts for the procurement of products and services].

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The following are the minimum returnable documentation for Categories 1 to 4:

3.5.2 Category 1: Quality Requirements

- The supplier shall complete and sign **Form A** (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).
- The supplier shall submit a valid copy of ISO 9001 or any applicable certificate of a QMS (the latest applicable revision). The QMS should drive the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.
- The supplier shall submit the latest copy of the **management system internal and external audit** reports. The audit reports must include, if applicable, nonconformity identified, and the resulting remedial actions (correction and/ or corrective action reports).
- The supplier shall submit a **draft contract quality plan** that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit a draft, or an **example of an inspection and test plan (ITP) or quality control plan (QCP)** on similar and/ or previous work done.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.
- The supplier shall submit documented information retained (records) of management review meetings that include agenda, meeting minutes, attendance registers, reports, presentations, etc.

Note: specific requirements per tender will be selected using the List of Tender Returnable documents (240-12248652).

3.5.3 Category 2: Quality Requirements

- The supplier shall complete and sign **Form A** (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).
- The supplier shall submit objective evidence of a developed, implemented and maintained QMS that complies with ISO 9001 or any applicable standard of quality management system (the latest applicable revision). The following documents (approved/ signed copies) shall be submitted:
 - Quality Management System manual or a documented information that have defines and describes the QMS and its scope
 - Quality Policy, aligned with the supplier's strategic direction (documented information)
 - Quality Objectives (documented information)
 - Control of documented information (both maintain and retain documented information)
 - Internal audit procedure (documented information)
 - Control of nonconforming outputs (documented information)
 - Nonconformity and Corrective action procedure (documented information)

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The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

- The supplier shall submit the latest copy of the management system internal audit reports. The audit reports must include, if applicable, nonconformity identified, and the resulting remedial actions (correction and/ or corrective action reports).
- The supplier shall submit a **draft contract quality plan** that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit an example of **inspection and test plan (ITP) or quality control plan (QCP)** on similar or previous work done.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.
- The supplier shall submit documented information retained (records) of management review meetings that include agenda, meeting minutes, attendance registers, reports, presentations, etc.

Note: specific requirements per tender will be selected using the List of Tender Returnable document (240-12248652).

3.5.4 Category 3: Quality Requirements

- The supplier shall complete and sign **Form A** (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).
- The supplier shall submit objective evidence of a **developed QMS** that complies with **ISO 9001** (or the latest applicable revision). The following documented information (approved/ signed copies) shall be submitted:
 - Quality management system manual or a (documented information) that have defines and describes the QMS and its scope
 - Quality Policy, aligned with the supplier's strategic direction (documented information)
 - Quality Objectives (documented information)
 - Control of documented information (both maintain and retain documented information)
 - Internal audit procedure (documented information)
 - Control of nonconforming outputs (documented information)
 - Nonconformity and Corrective action procedure (documented information)

The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

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- The supplier shall submit a **draft contract quality plan** that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit an **example inspection and test plan (ITP) or quality control plan (QCP)**.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities in relation to the QMS. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.

NB: specific requirements per tender will be selected using the List of Tender Returnables document (240-12248652).

3.5.5 Category 4: Quality Requirements

- The supplier shall complete and sign **Form A** (Enquiry/Contract/Quality Requirements for Supplier Quality Management Specification 240-105658000/ QM 58 and ISO 9001).
- The supplier shall submit a **quality method statement based on ISO 9001 and specific to the scope of work**.
- The **quality method statement** should address all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.
- The supplier shall submit a signed/ approved quality policy (aligned with the supplier's strategic direction). (documented information)
- The supplier shall submit a copy of **quality objectives**. (documented information)
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of the documented information for roles, responsibilities and authorities, specific to the project/ scope of work/ technical requirements. Examples of relevant documented information are; organization charts, job descriptions, work instructions, duty statements, manuals, procedures.

Note: specific requirements per tender will be selected using the List of Tender Returnables document (240-12248652).

3.6 Main Supplier and Sub-supplier Capability and Capacity Assessment

Supplier capability and capacity assessments shall be performed prior to contract award on potential suppliers participating in Eskom Holdings procurement process to:

- provide products and services with high risk to operational sustainability
- work on critical plant and equipment
- supply of critical plant items or components
- provide special processes

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All sub-suppliers used by the main supplier/ contractor, performing work on Eskom critical plant equipment, supplying commodities and providing specialised services shall be subjected to the capability and capacity assessment.

Critical plant includes the following:

- Generation Level 1 & 2 plant
- Transmission and Distribution Power Plant & Control Plant
- Mega Projects

All potential quality risks identified will be included in the assessment report provided for the tender evaluation.

Note: Form A (Enquiry/ Contract/ Quality Requirements for Supplier Quality Management: Specification 240-105658000/ QM 58 and ISO 9001) will be used to select and indicate whether capability and capacity assessment will be conducted.

3.7 Post-Contract Award

3.7.1 Contract Execution

The supplier shall submit the following documents within 30 days or as per stated timeline after the contract date, prior to the commencement of work, for acceptance by Eskom:

- The supplier shall complete a QCP before contract award. This shall be reviewed and signed off by Eskom within 30 days or as per stated timeline after contract award.
- The supplier shall complete a quality control plan and ITP(s) for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days or as per stated timeline after contract award.
- The sub-supplier QCP/ ITP shall be submitted for review and comment by the supplier and by Eskom within 30 days or as per stated timeline after the award of the tender. All supplier and Eskom comments shall be resolved prior to commencing work.
- The equipment lists and an indication of pressurised components and systems.

Note: These plans are to be compiled in line with Eskom's requirements and will have to be discussed with, and approved by, Eskom prior to any work commencing.

- Correspondence shall be directed to the project manager, and periodic quality review meetings shall be convened by Eskom with the supplier.
- The mandatory quality review meetings are to be convened by the nominated project quality manager or his/her representative for the contract.
- Monthly quality performance and management reports are to be prepared by the supplier during contract execution. The content of these reports shall be agreed by Eskom when submitted to Eskom on a monthly basis.

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3.7.2 Supplier Quality Performance Monitoring Phase

During the contract execution phase, suppliers shall be monitored by Eskom for performance on quality-related aspects.

The outcomes of such monitoring will enable Eskom to take any appropriate actions pertaining to the supplier.

The monitoring shall be carried out periodically by Eskom or at predetermined intervals during the execution of a contract using agreed key performance indicators. The monitored key performance areas include the following:

- CQP and QCP /ITP
- Delivery
- Design
- Cost
- Management system

Subsequent key performance indicators associated with these areas will include the following:

- Nonconformity monitoring
- Audit and assessment evaluation scoring
- Management system compliance and accreditation
- Achievement of delivery targets as per contractual agreements
- Process improvements
- Correction and corrective action response and closure

3.7.3 Supplier Quality Audit

3.7.3.1 Quality audits and related quality performance reviews are intended to provide an objective evaluation of compliance with performance expectations defined in this specification, in the supplier contract quality plan (CQP), and in any other project scope of work specification.

3.7.3.2 Quality audits and related quality performance reviews include, but are not limited to, any quality or other project functional area audits, assessments, verification of compliance reviews, surveillance, inspections, or other interim or final assessments of scope of work deliverables provided by the supplier or sub-suppliers

3.7.3.3 Quality audits and related quality performance reviews are intended to provide an objective evaluation of compliance with performance expectations defined in this specification, in the supplier contract quality plan (CQP), and in any other project scope of work specification.

3.7.3.4 Quality audits and related quality performance reviews include, but are not limited to, any quality or other project functional area audits, assessments, verification of compliance reviews, surveillance, inspections, or other interim or final assessments of scope of work deliverables provided by the supplier or sub-suppliers.

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- 3.7.3.5 Quality audits and related quality performance reviews shall be carried out by trained, accredited, and experienced personnel in accordance with procedures documented in the CQP.
- 3.7.3.6 The supplier shall submit, for Eskom review, documented processes for conducting project scope of work quality audits and related quality performance reviews. Supplier quality audits and related quality performance review processes shall be designed to address evaluation of progress towards completion of project functional area deliverables as well as final deliverable quality.
- 3.7.3.7 The supplier shall provide a schedule of anticipated quality audits covering all functional areas and related quality performance reviews at the time of first post-contract award CQP submission.

3.8 Standard Conditions

3.8.1 Rights of Access

Eskom:

- 3.8.1.1 shall be granted electronic and hard-copy access to all quality plans, procedures, documentation, and other quality records relating to the work, including, but not limited to, data extracts;
- 3.8.1.2 reserves the right to review, inspect, and audit any or all parts of the supplier's QMS, as well as any documentation, materials, or equipment associated with the work, at any time or project work location; and
- 3.8.1.3 reserves the right to carry out assessments and audits on all new suppliers and sub-suppliers.

The supplier:

- 3.8.1.4 shall support Eskom's effort to monitor, verify, and/or witness any activities associated with the work at any time;
- 3.8.1.5 shall cooperate with Eskom requests for documentation, records, and inspection and witnessing. Eskom participation in audits, appraisals, assessment of plans, and verification shall be conducted at no extra cost to Eskom;
- 3.8.1.6 shall ensure that a sub-supplier provides access to Eskom to all work procedures, records, and supporting documentation through provision of access to view and photocopy, as required, to support verification of scope of work requirements. Access shall include the ability to photograph Eskom equipment, systems, system components, materials, etc.;
- 3.8.1.7 shall provide access to all quality-related information pertaining to activities performed by itself or sub-suppliers, where Eskom might not have participated in the witnessing of their quality assurance or control (this refers to inspections, audits, etc. performed by the supplier on its own sub-suppliers);
- 3.8.1.8 shall allow Eskom to assess, audit, approve, or reject any sub-suppliers employed by Eskom's suppliers to assist with the product and/or service delivery to Eskom; and
- 3.8.1.9 shall ensure that the above requirements flow down to sub-suppliers.

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3.8.2 Eskom Rights to Information

- 3.8.2.1 To expect that the works will be conducted in accordance with the contract between the parties.
- 3.8.2.2 To have access to the supplier's information as determined by applicable legislation.
- 3.8.2.3 Eskom reserves the right to oversee the supplier's audit programmes by participating in selected audits as an observer and by assessing the supplier during key work stages. Eskom will coordinate with the supplier to develop an oversight schedule aligned with the supplier's audit schedule.
- 3.8.2.4 To obtain access to any audit reports of audits performed by the supplier reflected in the audit programme.
- 3.8.2.5 To conduct independent quality audits during all phases of the contract, and the supplier shall provide all resources to support these activities.
- 3.8.2.6 Eskom shall have the right to participate in, or request that, a technical investigation be launched and conducted at the supplier's and sub-suppliers' premises or other sites when risk to Eskom products or service deliverables is identified.
- 3.8.2.7 To participate in, and/or lead, investigations related to incidents involving its products.
- 3.8.2.8 To require from suppliers to be responsible for the cost of re-inspections.
- 3.8.2.9 To withhold payment from suppliers as a result of outstanding nonconformities, irrespective of the agreed payment schedule and in accordance with the conditions of contract.
- 3.8.2.10 Shall be granted electronic and hard-copy access to all quality plans, procedures, documentation, and other quality records relating to the work, including, but not limited to, data extracts.
- 3.8.2.11 Reserves the right to review, inspect, and audit any or all parts of the supplier's QMS, as well as any documentation, materials, or equipment associated with the work, at any time or project work location.
- 3.8.2.12 Shall carry out assessments and audits on all new suppliers and sub-suppliers.
- 3.8.2.13 Reserves the right to appoint resident quality inspectors who can be based at the supplier's or sub-supplier's premises and on site where the work is being performed.
- 3.8.2.14 Reserves the right to select intervention points within all developed supplier QCPs/ ITPs for Eskom oversight of selected functions and to perform surveillance or audits of the work.
- 3.8.2.15 Shall be given access at all reasonable times before, during, and after manufacture and before delivery, construction, erection, and commissioning to measure, test, and inspect the products and workmanship, as necessary, at the supplier's premises and at Eskom sites.
- 3.8.2.16 Reserves the right to suspend any pending deliveries by the issuing of a cease delivery order at any time and for any portion of the work that is not being performed in accordance with the specified/agreed requirements.

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3.8.3 Preservation

The supplier shall develop and implement a comprehensive preservation programme consisting of plans, processes, procedures and actions undertaken for the purpose of planning for and maintenance of material deliverables quality. The supplier preservation programme scope includes, but is not limited to, the following:

- 3.8.3.1 Engagement of personnel suitably qualified for oversight of, and (as required) direct implementation of, preservation programme requirements.
- 3.8.3.2 Development and implementation of preservation programme training appropriate to work need.
- 3.8.3.3 Eskom may make use of its appointed service provider tasked to provide a full suite of services encompassing an online monitoring system and asset tracking during, but not limited to the following stages: inspections, testing, shipping, transportation, storage, and commissioning. The supplier is to enable full access during all of these stages in order to allow the installation of the devices on Eskom-identified products and equipment, which include the sub-supplier's testing facilities, processing plant, and any other processes deemed important towards effective and efficient quality control.
- 3.8.3.4 Eskom seeks cooperation between the supplier's designers and those of Eskom's service provider in ensuring seamless installation of the device and other associated installations. Moreover, there is also a need to integrate data flows and systems between Eskom and the supplier. Further details are included in the Eskom specifications and works information.
- 3.8.3.5 Review and tracking of compliance with Eskom and supplier engineering specification of preservation requirements.
- 3.8.3.6 Review and tracking of compliance with sub-supplier provided preservation requirements and recommendations.
- 3.8.3.7 Evaluation of prospective temporary and longer-term material storage sites for consistency with preservation programme expectations.
- 3.8.3.8 Preservation work plan development and plan execution performance evaluation of all parties engaged for provision of material transportation, handling, or storage services.
- 3.8.3.9 Oversight of material quality preservation plan preparation and plan execution performance at all work locations.
- 3.8.3.10 Development of a preservation programme records management process, in compliance with Eskom information management requirements, which comprehensively addresses generation, maintenance, and ready access by Eskom to all preservation programme records.
- 3.8.3.11 The supplier shall deploy a clearly defined documented programme providing for identification of all physical asset pre-operation preservation of quality requirements. In this reference, the term "physical assets" should be understood to include bulk materials, including consumable items, equipment systems, system components, and any other procured or supplied materials or equipment transferred to project control, but not deployed for operational purposes.

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- 3.8.3.12 Where the project responsibility for equipment and materials management has been formally delegated, the supplier's preservation programme shall ensure clear and unambiguous communication of pre-operation preservation of goods quality requirements to sub-suppliers.
- 3.8.3.13 The supplier's preservation programme shall clearly and unambiguously document processes and procedures for efficient and effective monitoring of compliance with programme requirements.
- 3.8.3.14 Compliance monitoring shall commence with ensuring comprehensive consideration of preservation requirements in the engineering instruction and subsequent inclusion of said instruction in procurement documentation and shall be applicable until such time as equipment or materials have been incorporated in an operating or operational system or structure.
- 3.8.3.15 Compliance evaluation frequency shall anticipate transfer of tactical-level responsibility for management of preservation responsibilities between project functional areas, for example, procurement to logistics, logistics to fabrication, fabrication to logistics, logistics to construction, etc., and shall, in similar fashion, anticipate transfer of support for tactical-level responsibility between various subcontracted service providers.
- 3.8.3.16 Supplier engineering shall ensure that preservation requirements for scope of work systems, system components, equipment, materials, and other procured goods are clearly and unambiguously documented and that preservation requirements are efficiently and effectively communicated to project procurement, logistics, construction management, quality, security, and other project functional areas, as required, for efficient and effective implementation of preservation requirements. This shall take the form of a preservation programme applicable to all systems, system components, equipment, materials, customer-supplied materials, and other goods procured or managed under the scope of work.
- 3.8.3.17 The supplier's preservation management programme shall clearly and unambiguously address temporary, long-term, and in-transit preservation requirements, including, but not limited to:
- requirements for protection against, or insulation from, atmospheric conditions, sunlight, temperature, soil, dust, humidity, salt spray, corrosive atmospheres, or other physical environment conditions;
 - detailed procedures for application, use, monitoring, and maintenance of coatings, coverings, fasteners, lines, and other components for internal and external weather proofing;
 - requirements for electrical grounding or isolation;
 - requirements for internal or external environment creation, for example, inert gas charging, heating, cooling, etc., inclusive of gas storage, electric power supply, etc.;
 - detailed procedures for initial set-up, charging, activation, and maintenance of internal atmosphere generation, regeneration, monitoring, and relieving systems, for example, inert gas management systems;
 - requirements for protection against, or insulation from, vibration or long-period cyclical motion in transit, for example, wave-generated movement during sea transport;
 - internal and external structural integrity protection, for example, internal and external bracing, padding, framing, chocking, etc.;

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- support structure requirements, for example, stools, pads, or other devices, substrates, or support required to ensure in-storage and in-transit stability of systems, system components, equipment, and material, or other discrete units or items;
- provision for physical separation and/or barriers to prevent airborne or direct transmittal of contaminants between work areas or between work areas and storage areas, for example, prevention of carbon steel grinding or cutting debris impact on stainless steel elements, airborne drift of blast aggregate into vessels or machinery, etc.;
- provision for, and final disposition of, temporary and longer-term storage or transit required supports and related binding devices, for example, stools, stands, sea fasteners, platforms, chocks, spacers, cabling, etc.;
- provision of requirements for temporary work platforms or other support structures required to ensure provision of preservation services, for example, provision of a self-elevating work platform for periodic access to elevated fittings, gauges, man-ways, etc.;
- requirements for protection against, or insulation from, contact with other objects, for example, padding or other protection for external tubing, fittings, or other impact-sensitive structures or components;
- clear physical delineation of temporary and longer-term storage areas supplemented by hard and soft barriers, as required, to maintain a protective perimeter;
- documented agreements with storage facility and transportation provider management regarding security management, including, but not limited to, facility access and egress control and control of access to project goods and materials within facility boundaries or aboard vehicles or vessels; and
- detailed procedures for inspection and testing to verify performance of preservation procedures and to provide for timely notice and corrective action to maintain preservation status.

3.8.3.18 The supplier's preservation management programme scope shall encompass management of preservation requirements, from initial transfer of ownership or management responsibility to project scope of responsibility, through any period of temporary or longer-term storage and through any period of transit, including transit for final delivery at point of active use or installation.

3.8.3.19 The supplier's preservation management programme shall clearly and unambiguously address processes and procedures to ensure that storage and control of materials are accomplished in accordance with manufacturer recommendations, specifications, and project-specific requirements.

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- 3.8.3.20 The supplier's preservation management programme shall incorporate special precautions to address preservation and control of valves, electrical motors and components, mechanical and rotating equipment, piping and fittings, instrumentation, flange faces, gaskets, coatings, insulation, and other materials. Special precautions include, but are not limited to, supplier-specified maintenance procedures related to engines, electric motors, pumps, compressors, etc., such as periodic shaft rotation, engine turnover, lubrication, etc.
- 3.8.3.21 The supplier shall ensure that clear and unambiguous requirements for preservation of the system, system components, equipment, materials, and other procured goods are clearly and unambiguously documented in purchase orders, work authorisations, and other communications between the supplier and sub-suppliers.
- 3.8.3.22 Where sub-supplier expertise is utilised in determination of the preservation protocol, supplier procurement processes shall ensure clear and unambiguous documentation of sub-supplier input into preservation management programme requirements.
- 3.8.3.23 Supplier procurement shall ensure that preservation requirements for scope of work systems, system components, equipment, materials, and other procured goods are clearly and unambiguously documented and that preservation requirements are efficiently and effectively communicated to project logistics, construction management, quality, security, and other project functional areas, as required, for efficient and effective implementation of preservation requirements.
- 3.8.3.24 The supplier shall ensure comprehensive, clear, and unambiguous designation of sub-supplier responsibility for execution of all preservation management programme elements, including, but not limited to, all systems, processes, procedures, methods, ready access to records, and provision of equipment, tools, or services essential to efficient and effective execution of the preservation management programme.
- 3.8.3.25 The supplier shall ensure that preservation management programme responsibilities are clearly and unambiguously defined within the project team and efficiently and effectively implemented at all project scope of work locations. Inclusion of supplier and sub-supplier scope of work in the development and implementation of a preservation management programme shall be considered essential to efficient and effective preservation management programme execution.
- 3.8.3.26 The supplier shall ensure clear and unambiguous designation of project team responsibility for oversight and management of preservation management programme elements during every stage of project development.
- 3.8.3.27 The supplier shall ensure that Eskom has free and unrestricted access to all preservation records for inspection and audit.

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3.8.4 Quality Audits Related Conditions

- 3.8.4.1 The supplier shall maintain an accurate quality audit and related quality performance review schedule and shall incorporate the current schedule as an attachment to the supplier CQP.
- 3.8.4.2 The supplier's quality audit and related quality performance review schedule development process shall be designed to incorporate consideration of information generated by previously conducted audits and reviews, by input from project risk management evaluations (risk register), or from Eskom or sub-supplier subject matter expertise.
- 3.8.4.3 Eskom reserves the right to oversee supplier audit programmes by participating in selected audits as an observer and by assessing the supplier during key work stages. Eskom will coordinate with the supplier to develop an oversight schedule aligned with the supplier's audit schedule.
- 3.8.4.4 Eskom will have the right to obtain access to any audit reports of audits performed by the supplier reflected in the audit programme.
- 3.8.4.5 Eskom reserves the right to conduct independent quality audits, scheduled and unscheduled, during all phases of the contract. The supplier shall provide all resources to support these activities.
- 3.8.4.6 Eskom shall be given access at all reasonable times before, during, and after manufacture and before delivery, construction, erection, and commissioning to measure, test, and inspect the products and workmanship, as necessary, at the supplier's premises and at Eskom sites.
- 3.8.4.7 The supplier shall obtain access for Eskom to measure, test, witness tests, and inspect products that are being manufactured by any sub-supplier. This includes surveillances.
- 3.8.4.8 The assessments and audits shall be carried out on all new suppliers and their sub-suppliers.
- 3.8.4.9 Eskom shall have the right to participate in, or request that, a technical investigation be launched and conducted at the supplier's and sub-suppliers' premises or other sites when risk to Eskom products or service deliverables is identified.
- 3.8.4.10 Qualification requirements for supplier and sub-supplier personnel engaged in conducting quality audits and related quality performance reviews shall be defined in the supplier CQP and shall be in compliance with the Project Quality Personnel Qualification Specification.

3.8.5 Management of Nonconformities and Nonconforming Outputs Identified by Eskom

- 3.8.5.1 Nonconformity reports raised by Eskom and issued against the supplier shall be investigated by the supplier as a matter of urgency in order to determine the root cause, corrective action measures, as required, with implementation time frames.
- 3.8.5.2 A formal response shall be prepared in respect of the defined criteria and submitted to Eskom for its review, evaluation, and acceptance, within a maximum of 14 calendar days from the date of issue of the nonconformity and should be aligned with the site requirements/procedure.
- 3.8.5.3 Eskom may, at its discretion, request a response sooner and, in any case, before the supplier proceeding with any pending/further intervention or corrective action, as may be required by Eskom.

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- 3.8.5.4 Should Eskom or its inspection authority/agency identify any nonconforming products during the conduct of its audits/surveillances/inspections, the supplier shall be deemed to be in breach of contract and shall be held liable for any repair, rework, and/or associated replacement costs. The supplier may, in such instances, also be held liable for the full costs associated with the conducting of follow-up audits/surveillances/inspections.
- 3.8.5.5 The nature, magnitude, and/or frequency of nonconformity and inspection defect/rejection reports raised by Eskom or its appointed inspection authority/agency shall form the basis of any action to rescind/withdraw the supplier's qualification status.
- 3.8.5.6 Nonconforming outputs identified by Eskom shall be documented via a NC Report and issued to the suppliers via the contract communication protocol. The suppliers shall investigate the matter and respond in writing to Eskom of disposition within the stated contractual conditions.
- Note:** The dates for the disposition should align to contractual conditions.
- 3.8.5.7 Eskom shall identify repeat deficiencies as systematic failures of the supplier's QMS and shall notify the supplier of the trends. Eskom can initiate an internal audit to highlight the system failures. The supplier with raise a Corrective Action Report and undertake Root Cause Analysis. In such cases, QMS rectification and/ or update measures shall be taken immediately.
- 3.8.5.8 Should the Supplier fail to respond and rectify nonconforming products within stipulated contractual conditions. The Project Manager should apply contractual remedies in accordance with Fidic/ NEC contract.
- 3.8.5.9 Repeated Nonconformities; if there are any identified repeat nonconformities from the same supplier within a period of 6 months or less. This must then be escalated to the management review committees of the BU/ OU/ Cluster/ or Divisions for adjudication. If not resolved, then the matter must be escalated to the supplier review committee for recommendation.

3.8.6 Special Processes

The following requirements shall be applicable as well as additional requirements as specified in the scope of work for the provision of the following special process services:

- 3.8.6.1 The supplier shall ensure that all processes which require that procedures be pre-qualified or work methods and operators tested and qualified are controlled and all steps followed before the work can commence.
- 3.8.6.2 This typically covers such activities as welding, non-destructive testing, special fabrication techniques, coating, painting, etc.
- 3.8.6.3 All special processes (procedures and processes) shall be submitted for review and acceptance by Eskom, accredited or certified agency. No work shall commence until these are accepted.
- 3.8.6.4 Where applicable, a relevant Management System for the special process shall be certified or approved by an accredited body and proof of certification shall be submitted to Eskom for review. An example for this will be the Welding Management System based on ISO 3834.
- 3.8.6.5 Where samples are required for acceptance, these shall be submitted to Eskom for review and acceptance.

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- 3.8.6.6 The supplier shall ensure that all operators are suitably qualified for these processes in accordance with the procedures, processes and/ or applicable standards/ codes.
- 3.8.6.7 The records of qualification of procedures, processes and operators shall be maintained by the supplier in accordance with the applicable procedure or code and these made available to Eskom at all times.

4. Revisions

Date	Rev.	Compiler	Remarks
October 2021	3	SA Sambo	Specification was due for revision and in addition, to align the requirements with the latest Eskom business processes and systems.
October 2018	2	SA Sambo	Specification reviewed to be aligned with the requirements of ISO 9001:2015
March 2016	1	SA Sambo	Specification was due for revision and also to repackage the requirements and tender returnable documents into four categories.
December 2011	0	A Hunter	New document

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5. Acknowledgements

Eskom Operational Quality Forum Members

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Attachment 08

Safety

Requirements

 Eskom	Procedure	
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Title: **Management of Substance Abuse in the Workplace** Document Identifier: **32-37**

Alternative Reference
Number:

Area of Applicability: **Eskom Holdings SOC Ltd**

Functional Area: **OHS**

Revision: **5**

Total Pages: **25**

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Disclosure
Classification: **Controlled Disclosure**

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1 Introduction

Eskom is committed to protecting the safety, health, and well-being of all employees and others in the workplace. To this end, Eskom has adopted an Occupational Health and Safety (OHS) Strategy and the Zero Harm value.

Eskom acknowledges that substance abuse poses a threat to the business and is therefore, entitled to take reasonable steps to ensure that persons who are intoxicated and/or under the influence of any substances are identified and prevented from entering or working on any Eskom premises and/or operating any of Eskom's equipment or vehicles. Substance abuse has serious implications for employees' health and safety.

2 Supporting clauses

2.1 Scope

2.1.1 Purpose

The purpose of this procedure is to set out the process for the management of substance abuse in Eskom to achieve the following:

- a) Comply with the relevant statutory requirements.
- b) Provide a healthy and safe working environment.
- c) Identify, control and prevent substance abuse in the workplace.
- d) Prevent and reduce losses and incidents and improve productivity.
- e) Identify a need for rehabilitation and offer employee assistance.
- f) Prevent the abuse of intoxicating substances.
- g) Encourage employees to live a healthy lifestyle that is free of substance abuse.

2.1.2 Applicability

- a) This document shall apply throughout Eskom Holdings Limited Divisions.
- b) This procedure applies to any person (Eskom employees, contractors and their employees, consultants, and visitors) while on duty or reporting for duty at any Eskom premises or an Eskom work site or on Eskom business or just visiting. Line managers must ensure that all consultants and contractors adhere to the requirements of applicable statutes as set out in this document.
- c) This procedure further applies to all employees who drive vehicles on Eskom business, operate equipment or machinery, or perform any tasks on Eskom sites, premises, or workplaces.

2.1.3 Effective date

This procedure is effective from the date of authorisation.

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2.2 Normative/Informative references

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

2.2.1 Normative

- [1] ISO 9001 Quality Management Systems
- [2] Employment Conditions for Managerial Levels
- [3] Conditions of Service for Bargaining Unit Employees
- [4] 32-1114: Grievance Procedure
- [5] 32-727: Safety, Health, Environment and Quality Policy
- [6] 32-1113: Disciplinary Procedure
- [7] 32-1112: Disciplinary Code Standard
- [8] 240-62196227 Eskom Life-Saving Rules
- [9] 32-1250 Process Control Manual for Level 4 Health and Wellness
- [10] 32-95 Occupational Health and Safety Incident Management Procedure
- [11] 240 – 76618189 Management of employees with substance abuse problems
- [12] 240 – 62946386 Vehicle and Driver Safety Management Procedure
- [13] 240-128157536 Talent Discovery Procedure
- [14] 240-64454610 Alcohol Test Report
- [15] 240-64455308 Drug Test Report
- [16] 240-64454411 Alcohol Screening Register
- [17] 240-64453117 Identification of alcohol abuse by observation
- [18] 240-64453445 Identification of drug abuse by observation.
- [19] 559-169475702 Appointment of a Substance Abuse Screener
- [20] 240-91330262 Appointment of a Substance Abuse Tester

2.2.2 Informative

- [21] Occupational Health and Safety Act 85 of 1993, as amended
- [22] Labour Relations Act 56 of 1995, as amended
- [23] Employment Equity Act 55 of 1998, as amended
- [24] Mine Health and Safety Act 29 of 1996
- [25] National Road Traffic Act 93 of 1996
- [26] Drugs and Drug Trafficking Act 140 of 1992
- [27] Compensation for Occupational Injuries and Diseases Act 130 of 1993

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[28] Prevention and Treatment of Substance Abuse Act 70 of 2008

[29] Code of Good Practice published in the Government Gazette 11405 on 15 February 2022. Vol 681 Number 46043.

2.3 Definitions

Definition	Explanation
Addiction	When a person no longer has control over what he/she is doing, taking, or using. Addictions do not only include physical things that we consume, such as drugs and alcohol, but may include virtually anything, from abstract things, such as gambling or pornography, to seemingly harmless products, such as chocolate. Addiction has a negative impact on a person's ability to conduct daily activities.
Breath alcohol concentration (BAC)	The concentration of alcohol in a person's breath: milligrams per 1000 millilitres expressed as percentage BAC.
Breath alcohol test	Determines how much alcohol is in a person's breath by measuring the amount of alcohol in the air when you breathe out (exhale).
Calibration	The inspection of, and adjustment, where necessary, to the reading displayed on a breath alcohol detector, so that the reading equals the value of the alcohol concentration of an alcohol standard of known concentration.
Competency/Competent person	Someone with the knowledge, skills and practical training in screening and/or testing substance abuse in the workplace.
Compulsory testing	Substance abuse testing is performed regularly on all employees, contractors, and consultants performing any tasks or driving vehicles.
Confirmation substance test	A <u>laboratory test</u> is a medical procedure that involves testing a sample of blood, urine, tissues, body fluids, or other substances from the body.
Critical task	A task that, based on severity, frequency, probability, and potential to cause serious loss, is identified by Eskom as being critical.
EAP practitioner	A social worker or psychologist working for or under contract to Eskom.

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Definition	Explanation
Employees	This is any person who has entered into, or works under, a contract of service, apprenticeship, or learnership with an employer, whether the contract is explicit or implicit, oral or in writing, who receives or is entitled to receive any remuneration and includes a case where such a person is under the control, instruction, and supervision of his/her employer, namely, the following as defined in the Talent Discovery Procedure: a) Permanent employee, which includes the following: • A full-time employee • A part-time employee b) Non-permanent employee, which includes the following: • A temporary employment service employee • A fixed-term contract employee • A vacation student • Third-party contractor employees • A person under a learnership contract c) A bursary holder while under the supervision and/or direction of an employer. Note 1: An employee only has one employer at any time. The employer is the person with whom he/she is in a contractual relationship of employment, even when he/she performs his/her contractual obligations for another person.
Employer	Any person who employs or provides work for any person and remunerates that person, or expressly or tacitly undertakes to remunerate him/her.
Illegal or legal drugs or controlled substance screening test	The collection and analysis of blood, urine, saliva or any other specimen from the body to evaluate for the presence of an illegal or legal drug/controlled substance using approved <u>non-laboratory</u> methods.
Legal substances/medication	These are legal drugs or medications that are prescribed by a medical practitioner and may be abused by the user. This abuse happens when the user does not adhere to the prescribed dosage as indicated by the medical practitioner or pharmacist. When an individual overuses or overconsumes lawful/prescribed medication, he/she is "under the influence" of such a substance.
Line manager	Unless the context dictates otherwise, it shall be construed as the supervisor or the manager in a department or at a work site, whichever may be applicable.
Occupational health practitioner	Unless the context dictates otherwise, it shall be construed to mean either an occupational health nursing practitioner or an occupational medicine practitioner.

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Definition	Explanation
Person	Any employee or visitor as defined in this procedure.
Premises/site	As defined in the OHSA, it includes any building, vehicle, vessel, train, or aircraft in which a person performs work or any place where Eskom business activity is carried out.
Random multi-drug testing	A urine test is done randomly on any employee who might have been chosen on a particular day.
Screener	A person with the necessary competency to conduct substance abuse screening and so appointed in terms of this procedure.
Screening	Determines the presence of alcohol in a person's breath sample. Screening results are not required to be documented. An analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
Security Officer	An officer appointed within Eskom as an employee or contractor for all security-related functions and who is responsible for the protection/safeguarding of Eskom and its subsidiaries, assets, personnel, and information.
Substance abuse	The excessive use of a substance, especially alcohol or a drug, that adversely alters the mind and physical coordination.
Substance testing	A form of testing that will detect the presence of drugs or alcohol in a person's body; this process uses some biological matter taken from an individual to determine the amount of illegal/controlled substance present at the time of the test. (This can be breath, saliva, urine or blood.)
Task	A segment of work that requires a set of specific and distinct actions for its completion.
Tester	A person with the necessary competency to conduct substance abuse testing and/or screening, and so appointed in terms of this procedure, to conduct substance abuse testing and/or screening.
Under the influence/intoxicated	Under the influence/Intoxicated: the use of alcohol, drugs, and/or a controlled substance to the extent that: a) the individual's senses are in any way impaired by the consumption or use of the aforesaid substances; b) the individual is unable to perform in a safe, productive manner; c) the individual's alcohol/drug reading is positive at the time of testing in line with Eskom's Life-Saving Rules; or d) the individual is and/or appears to be under the influence of alcohol/drugs, and/or his/her blood, urine, saliva, and/or breath alcohol concentration registers a positive reading.

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Definition	Explanation
Visitor	Any individual who has come to visit or spend time at Eskom for any purpose.
Workplace	Any premises or place where an employee is authorised to perform work during his/her employment, including a private home or portion of it.
Workplace boundaries	On Eskom property, the boundaries of the workplace include the area where a person enters through any defined first point of entry, for example, entrance, gate, boom, etc. The actual point of entry/exit will be the point where Eskom actively exercises control over such site, entrance/exit area, gate, or boom. In the case of a lease agreement, the first access point where a person enters through any defined first point of entry, for example, entrance, gate, boom, etc., will be regarded as the boundary of the leased premises. In the absence of the above, any area up to the point where the employee's actual workplace boundary will be where the employee enters or leaves his/her vehicle or public transport.

2.4 Abbreviations

Abbreviation	Explanation
BAC	Breath Alcohol Concentration
CCF	Central Consultative Forum
COS	Conditions of Service
EAP	Employee Assistance Programme
OHP	Occupational Health Practitioner
OHSA	Occupational Health and Safety Act
SHEQ	Safety, Health, Environment, and Quality
UN	Unique Number
SHEQS	Safety, Health, Environment, Quality, and Security
TES	Temporary Employed Staff
SHE	Safety, Health and Environment

2.5 Roles and responsibilities

2.5.1 Line management

Line management:

- shall be responsible for the implementation of the procedure in their area of responsibility;
- shall carry the cost of substance abuse testing;

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- c) shall provide fair and consistent treatment in the screening and testing of persons for substance abuse;
- d) shall ensure that testers and screeners have the necessary competency on how to conduct substance abuse testing and/or screening, are trained to use the testing and/or screening instrument and supporting equipment, in accordance with the Management of Substance Abuse in the Workplace Procedure (32-37) criteria and have been formally appointed as either a tester or screener. Refresher training must be conducted every two years.
- e) shall ensure that all testing and/or screening equipment which the tester or screener uses in the course of testing and screening for substance abuse is calibrated and maintained in accordance with the manufacturer's specifications, including general checks, e.g. condition, battery status, etc..
- f) on an ad hoc basis, by way of conducting job observations, for example, shall monitor the work of alcohol screeners and testers, ensuring they follow the proper procedures and maintain professional standards;
- g) shall ensure an adequate supply of testing and screening equipment required per site or business unit;
- h) shall, where possible, ensure that contractors, consultants, and visitors (within his/her area of operation) are made aware of the procedure;
- i) shall ensure that a maintenance and calibration register is maintained for all equipment used for testing and screening;
- j) shall ensure that persons under the influence or intoxicated are not permitted access to work sites or are removed from their work environments and safely transported to their place of residence;
- k) shall ensure that processes required for the various methods for the identification of persons under the influence or intoxicated are implemented in accordance with the procedures as directed by the business unit SHEQS/Safety risk managers or OHS representatives;
- l) shall ensure that the drug and alcohol test register is correctly completed and available for the division/business unit SHEQS/safety risk manager/line manager when requested by him/her.
- m) if a person reports any potential impact on his/her capability to perform work safely due to the consumption of medicinal substances, the line manager shall refer the employee to the OHP to ensure that a fitness-for-duty assessment is performed;
- n) shall ensure that employees voluntarily requesting help relating to any form of substance abuse are referred to an EAP and/or OHP for assistance in line with Procedure 240 – 76618189: Management of employees with substance abuse problems and monitoring the progress of any referred employees to support where necessary/required.

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2.5.2 The occupational health practitioner (OHP)

- a) Assists managers and security personnel with the referral process and laboratory request forms for employees under the influence of a substance, including information about the nearest laboratory and the required laboratory forms.

NB! A confirmation substance test should only be conducted where the screening results are disputed by the employee or the employee's union representative. However, remember that Eskom has zero tolerance for being under the influence of substances in the workplace.

- i. The specimen should be conducted at the laboratory to avoid further disputes.
 - ii. There is no need to refer a person under the influence to the medical centre for a fitness-for-duty assessment because such an employee is not allowed to enter Eskom premises. Medical centres are inside Eskom premises, and a person who is under the influence, as identified through behavioural observation and a positive screening test, is a risk to OHNPs.
- b) Assist the employee with substance abuse problems in line with Procedure 240 – 76618189: Management of employees with substance abuse problems.
 - c) Maintain the medical records of the employees who have declared they are on medication.

2.5.3 EAP practitioners

EAP is available to employees with substance abuse problems.

The EAP practitioner shall:

- a) assist the employee who has substance abuse problems in line with Procedure 240 – 76618189: Management of employees with substance abuse problems;
- b) inform the line manager where the employee has been formally referred;
- c) receive feedback and progress from the external service provider or institution where the employee is receiving treatment; and
- d) monitor and evaluate the treatment intervention and provide a progress report, where required;
- e) arrange aftercare service for the employee to facilitate a smooth reintegration following institutionalisation, if there is a need to do so; and
- f) educate/advise managers and supervisors on how to manage and/or refer employees with substance abuse problems.

2.5.4 Divisional/Business Unit SHEQS/Safety risk managers

The SHEQS/Safety risk manager shall be responsible for:

- a) keeping copies of BU test registers and calibration certificates;
- b) monitoring compliance with this procedure;
- c) consolidating site test results and providing feedback to line managers and supervisors;
- d) analysing and presenting the test results to the relevant forums;

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- e) assisting line management with testing protocols, where necessary.

2.5.5 Security management

The security officers shall:

- a) assist line management in carrying out daily and/or random alcohol screening and/or breath alcohol testing;
- b) ensure that testing will be done at points/locations best suited to enable confidentiality and non-disruption of traffic and/or services; and
- c) inform line management of the test results in their area of responsibility.

2.5.6 Employees

- a) Employees who are identified through the organisational screening and testing procedures for substance abuse or who know that they have a problem are encouraged to seek assistance from the EAP advisors.
- b) If a person consumes any substances/medication (prescribed or not) likely to impair his/her faculties/judgement or ability to perform work safely, he/she shall inform the OHP and/or line manager accordingly.

2.5.7 Testers

- a) Only commence testing or screening in accordance with Eskom's Management of Substance Abuse in the Workplace Procedure (32-37) once they have the necessary competence to do so, have been trained to use the testing or screening instrument and supporting equipment, and are appointed as a tester.
- b) Before conducting any testing and/or screening, ensure that the instrument or any other equipment to be used has been calibrated in accordance with the manufacturer's specifications, including general checks, e.g. condition, battery status, etc.
- c) If a person is under the influence, the tester shall immediately report the test results to the person's manager and/or occupational health practitioner.
- d) Maintain the test register of the test instrument.
- e) On a monthly basis, forward to the SHEQS manager/safety risk manager, the test register of each instrument and a copy of the test register shall be kept by the tester on file.

2.5.8 Screeners

- a) Only commence screening in accordance with Eskom's Management of Substance Abuse in the Workplace Procedure (32-37) once they have the necessary competence to do so, have been trained to use the screening instrument and supporting equipment, and are appointed as a screener.
- b) Only use a substance abuse screening instrument or supporting equipment with a valid calibration certificate.

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- c) Only conduct screening in the area(s) assigned to the screener.
- d) If a screening reflects a positive result, the screener shall immediately report the screening result to an appointed substance abuse tester.

2.6 Process for monitoring

Compliance with this procedure will be monitored through the BU internal audit processes.

2.7 Related/Supporting documents

[1] 32-37 Management of Substance Abuse in the Workplace Rev 4

[2] 559-169475702 Appointment of a Substance Abuse Screener

[3] 240-91330262 Appointment of a Substance Abuse Tester

3 Substance Abuse Procedure

3.1 The rules concerning Eskom employees, contractors, consultants, and visitors are as follows:

- a) A person shall not be allowed access to the Eskom workplace for duty or continue with his/her duties if he/she is under the influence or intoxicated.
- b) A person shall not consume alcohol or drugs/controlled substances (unless prescribed) while on Eskom premises or while on Eskom business.
- c) A person shall not engage in any improper or unlawful activity related to alcohol or drugs/controlled substances while on Eskom's premises or while on Eskom business.
- d) A person shall not permit another person to consume or engage in any improper or unlawful activity related to alcohol or drugs/controlled substances while on Eskom premises or while on Eskom business.
- e) A person may not permit another person to work if it is suspected that the other person is under the influence or intoxicated.
- f) A person shall not bring, sell, and/or store alcohol or drugs/controlled substances while on Eskom premises or Eskom business unless authorised by Eskom.
- g) If a person is using a legal substance/medication (prescribed or not) that is likely to impair his/her faculties/judgement or ability to perform work safely, that person is obligated to inform the line manager for referral to the OHP to ensure that a fitness-for-duty assessment is performed.
- h) Persons shall comply with requests to undergo random or specific substance or alcohol screening or testing. Refusal to comply with such a request may result in an adverse inference being drawn that the person is under the influence or intoxicated.
- i) Where substance or alcohol testing is being conducted at a unit/department, the testing shall take precedence over all other planned activities.

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- j) No person is permitted to leave the confines of the unit/department without the express permission of the supervisor, manager, or their delegated stand-in in consultation with the tester, while testing is being conducted.
- k) Adverse inference shall be drawn against a person if he/she leaves the confines of the unit/department without express permission and may lead to disciplinary action being considered against the person.
- l) EAP services will not be a substitution for discipline or the management of misconduct where an employee has been found under the influence of alcohol or drugs.

NOTE: Alcohol testing of customers falls outside the ambit of what is permissible for members of the public who enter Eskom sites. Customers will not be subjected to screening and testing. However, they may be refused access to Eskom premises should there be a suspicion that the person is or may be under the influence of alcohol or drugs, for the safety of other customers and Eskom personnel.

3.2 Management of persons under the influence of any substance

- a) Screening may be done at any time by an appointed tester or screener at the designated area on any Eskom premises/site. If a person is found positive in terms of the screening process, he/she will be sent immediately for a test (with reading). NB: The screening and testing process uses two different instruments. If at a location where there is no handheld testing unit, a second screening device can be utilised to do the first and second confirmation tests, after which an informed decision can be made.
- b) If the person tests positive, a second test is done immediately after 30 minutes have elapsed. If the second test result is anything above 0.000mg per 1000ml, the person will be regarded as being under the influence.
- c) If the test result is above the legal limit (0.24mg per 1,000ml – breath alcohol concentration), he/she will have to get someone to come and fetch him/her at work, or the person will have to stay in a designated location until the BAC levels are below the legal limit, at which point he/she will be allowed to drive home.
- d) No person under the influence or intoxicated will be permitted to enter or remain on Eskom premises or in control of an Eskom vehicle/equipment.
- e) If a person is identified as being under the influence or intoxicated, the tester shall inform the person's line manager or any other line manager on site in the absence of the person's line manager.
- f) The line manager (or his/her delegate) of any person under the influence shall ensure that the person is safely transported to their residence and instructed to report for duty at the commencement of the next working shift. If the person's line manager is not on site, any other line manager shall ensure that the person who is under the influence or intoxicated leaves the work site and is safely transported to their residence.
- g) Employees will not be remunerated for the period not worked as a result of being under the influence. Contractor management and consultants are encouraged to adopt a similar stance regarding their employees.

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- h) Whenever an Eskom employee tests positive, he/she will be subjected to disciplinary action in line with Eskom's Disciplinary Procedure for the contravention of a Life-Saving Rule.
- i) When a contractor or visitor presents a positive result, his/her manager or organisation will be required to make the necessary transport arrangements when they are notified of the result.

3.3 Identification of persons who are under the influence/intoxicated

3.3.1 Breath alcohol screening: process to perform alcohol screening at Eskom sites or contractor sites

This is the preferred method to indicate whether a person is under the influence of alcohol.

This process establishes the steps to be followed in implementing the Eskom alcohol screening requirements, including:

- how alcohol screening will be conducted;
- the actions to be followed in response to alcohol screening, including immediate responses and follow-up actions; and
- how the matter of confidentiality will be dealt with.

Note: Should there be any questions or uncertainty regarding the maintenance/testing/usage or calibration of equipment, please refer to the manufacturer's specifications and guidance.

3.3.1.1 Selection process for screening

(a) Timing

Alcohol screening will typically be undertaken at the start of the working day, start of shifts, following breaks, during site visits and at any designated area. Eskom reserves the right to conduct screening at any time during the working day/shift period. Screening may also be undertaken after hours, during weekends, or on public holidays.

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(b) Candidate selection

All Eskom employees, contractors, and/or visitors to an Eskom or contractor site could be subjected to alcohol screening when arriving at the workplace. Candidates entering sites/offices as pedestrians could be required to undertake alcohol screening in public. All candidates entering the workplace in a vehicle could be tested while in the vehicle.

Candidates with a positive reading will not be allowed to enter the workplace. He/she will be requested to proceed to a dedicated testing area to undertake a confirmation alcohol test, as specified in this procedure.

3.3.1.2 Procedure for alcohol screening

- a) All alcohol screening will be done by people trained and appointed to operate the handheld screening equipment. The screening equipment will be calibrated and maintained as per the manufacturer's specifications.
- b) The person being screened must supply an air sample from his/her lungs directed into an approved breath analysis instrument (mobile hand unit). The sample shall be sufficient to obtain a valid reading on the instrument.
- c) If the instrument indicates a positive result, the testing process will be immediately implemented by way of a confirmation alcohol test. (see paragraph 3.5.1)

3.3.1.3 Identification of alcohol abuse by observation

This method of identification shall be followed with all persons while on Eskom premises who are unable to provide an adequate breath sample if the necessary test instrument to measure alcohol is not available, or who are behaving erratically or demonstrating erratic behaviour. The checklist for identifying alcohol abuse by observation, Unique Identifier: 240-64453117 shall be completed during observation.

The following evidence regarding the person's appearance and/or conduct may provide reasonable and sufficient grounds to believe that the person is under the influence or intoxicated:

- a) Slurred speech
- b) Unintelligible speech
- c) Unsteady gait
- d) Abusive language
- e) Unsteady on feet
- f) Smell of alcohol/drugs
- g) Aggressive behaviour
- h) Bloodshot/glazed eyes
- i) General appearance
- j) State of alertness/falling asleep

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- k) Vomiting
- l) Inability to carry out simple instructions/tasks that he/she can generally do.

NOTE: For detection purposes, both procedures (breath alcohol screening or testing and identification of alcohol abuse by observation) do not have to be carried out; one is sufficient.

3.3.2 Drug screening: process to perform drug screening at Eskom sites or contractor sites

- a) Drug screening is typically conducted by way of the observation process. If someone is suspected to be under the influence of drugs, based on the observation process, he or she will be tested according to the requirements specified in this document.
- b) The line manager shall initiate testing and arrange for an appointed tester to conduct it in a designated area.
- c) The tester shall make the necessary arrangements for the test and obtain the person's express consent verbally or, where required, in writing.

3.3.2.1 Identification of drug abuse by observation

In addition to being used as a screening tool, this method of identification shall be followed with all persons while on Eskom premises who are unable to provide an adequate saliva/urine sample or if the necessary testing equipment or instrument to measure drug usage is not available. The checklist for identifying drug abuse by observation, Unique Identifier: 240-64453445, shall be completed during observation.

This technique also needs to be applied when an employee's screening result is positive, and the line manager is awaiting the confirmation of substance test results. This will determine whether the employee should be allowed to perform his/her duties.

The following evidence regarding the person's appearance and/or conduct may provide reasonable and sufficient grounds to indicate that the person is under the influence of drugs:

- a) Slurred speech
- b) Runny nose
- c) Profuse sweating
- d) Lack of facial expression or animation
- e) Strange gait
- f) Poor muscle control
- g) Aggressive behaviour
- h) Bloodshot eyes
- i) Sleepy eyes
- j) Uncontrollable moods

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- k) Unnatural thirst or hunger
- l) Dry mouth
- m) Stains on hands
- n) Needle prick scars on open or visible skin
- o) Talkative or giggling

3.4 Substance abuse testing

3.4.1 Testing requirements

- a) All testing for substance abuse in terms of this procedure shall be done in accordance with the applicable legislation.
- b) Testing will be done at points/locations best suited to enable confidentiality and non-disruption of traffic and/or services; and
- c) Any testing shall be done with due cognisance of and consideration for privacy.

3.4.2 Pre-placement testing

Pre-employment substance abuse testing will be applicable where freedom from substance abuse and/or dependency has been identified as an inherent job requirement, or the person performs a critical task and where the law allows such testing (Occupational Health and Safety Act 85 of 1993 and Employment Equity Act 55 of 1998).

The test information shall be confidential between the applicant for employment and the occupational health practitioners.

3.4.3 Compulsory testing

All persons entering Eskom premises and/or required to perform any tasks or to drive vehicles may be required to undertake a drug and/or breath alcohol test before commencing their duties and, where necessary, on a periodic or random basis.

The tester shall be responsible for ensuring that the person is tested in accordance with the testing procedures. If a person is found to be under the influence, the tester shall immediately report the test results to the person's manager.

3.4.4 Post-accident, near miss or incident

In all cases of accidents, near misses, or incidents, the injured person and/or the persons who were involved in the accident, near miss, or incident may be required, where circumstances permit, to undergo a breath alcohol or other substance test. Testing shall be following the identified procedures set out in this document.

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3.4.5 Reasonable suspicion

When a person appears to be under the influence of alcohol or other substances, the person who has observed this shall report it to the person's immediate line manager or another line manager if the immediate line manager is not available. If the line manager confirms the suspicion, the person shall be tested in accordance with the identified procedures set out in this document.

3.4.6 Ad hoc screening/testing

Persons may, where necessary, be screened/tested randomly, in a non-discriminatory manner, following the respective procedures for testing as outlined in this document.

3.4.7 Return to work

- a) Any employee undergoing rehabilitation may be required to undergo regular screening/testing. The nature and frequency of the screening/testing will be determined by the person's counsellor and/or an occupational health practitioner.
- b) The tester shall be responsible for ensuring that the person is tested in accordance with such requirements.
- c) If an employee is found to be under the influence, the employee's line manager shall immediately report the test results to the person's counsellor or an occupational health practitioner.

3.4.8 Follow-up testing

- a) Any person who has been disciplined for being under the influence or who has been disciplined in terms of this procedure may be required to undergo a regular urine or saliva drug and/or breath alcohol test for a specified period. Such period shall be clearly stated under "corrective measures" on the disciplinary report form.
- b) The tester shall be responsible for ensuring that the person is tested following the agreed-upon requirements.
- c) The tester shall immediately report the test results to the person's manager if the person is under the influence. Further disciplinary action may be taken against the person.

3.5 Testing procedure

3.5.1 Alcohol testing process

- a) Should the confirmation alcohol test reflect a positive result, a second confirmation test must be conducted 30 minutes after the first confirmation test. Both confirmation tests will be conducted using a calibrated handheld testing unit and performed by a trained and appointed tester according to the requirements specified in this procedure.

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- b) The person being tested must refrain from taking any fluid or substance during the waiting period; this includes smoking. Should the person need to take anything (to control diabetes, for example) within the 30-minute waiting period, it must be declared upfront.
- c) If an employee reflects a positive screening result at a location with no handheld testing unit, the employee's supervisor must arrange for him/her to be transported to a site with the appropriate equipment to conduct the confirmation testing if it is within a 30-minute driving distance. Should this option not be available, a second screening device can be utilised to do the first and second confirmation tests, after which an informed decision can be made.
- d) If any confirmation test result reflects a negative result, the person may return to his/her normal duties. No further action will be required.
- e) If the second confirmation test result is above 0.000 mg/1000 ml BAC, a positive result will be recorded. The tester will notify the employee's supervisor, who will commence the actions outlined in the procedure.

3.5.1.1 Equipment requirements: Breathalyser screening or testing instruments

Shall meet the following requirements:

- a) Shall be portable.
- b) Shall have a minimum measuring range of 0 to 1.50 mg/L or 0.000 to 0.300% BAC.
- c) Should be able to operate in the following conditions:
 - i) Temperature: -5 to +40°C.
 - ii) Pressure: 600 to 1 300 mbar.
 - iii) Humidity: 20 to 95% RH.
- d) Shall comply with the specification requirements stipulated by recognised international standards laboratories.
- e) It should be ready to do the test within 30 seconds after switching on. If the reading is below 0.19 mg/L, it should be ready for the next test within 30 seconds.
- f) Shall reflect the breath alcohol concentration (BAC) level.
- g) Shall perform at least 500 tests from an alkaline (battery) power supply.
- h) The sensor shall use an electrochemical fuel cell specific to ethanol and shall not respond to other substances normally found in the breath.
- i) Shall be simple to use, and its operational procedure shall be automatic and fail-safe.
- j) Shall be microprocessor-controlled to ensure repeatability.
- k) The automatic sampling procedure shall be capable of being overridden and operated manually in the case of uncooperative subjects or those with weak exhalation.
- l) Shall indicate that it is operational and when it is ready to perform a test.
- m) Shall produce an audible beep to indicate an adequate breath sample.
- n) Should indicate an incomplete breath sample.

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- o) Internal instrument calibration shall be simple, with the option to be externally calibrated at a local calibration laboratory.
- p) It should not be possible for an unauthorised person to change the settings of the instrument.
- q) Calibration personnel shall be trained and certified by the supplier.
- r) All equipment used in Eskom while testing for substance abuse shall be calibrated in accordance with the manufacturer's prescription, not less than every six months, or as per minimum criteria from manufacturer and/ or supplier specifications, even if the calibration check is within acceptable limits, and a complete record of such calibration shall be kept in a dedicated register.
- s) Under no circumstances shall an instrument that has not been calibrated within the specified period be used.
- t) The sensor should have a warranty period of at least 24 months.
- u) Shall be well maintained according to manufacturer and/or supplier specifications, with internal status checks to be done at a set frequency.
- v) To be submitted for maintenance/repairs and/ or calibration, when determined to be faulty, damaged or delivering invalid results.
- w) To be stored in a safe and sound location, as per manufacturer and/or supplier specifications.
- x) To be legibly marked with unique identification and registered accordingly on an equipment register/ inventory.
- y) To be for the sole use of the certified tester.

3.5.2 Drug testing process

- a) The preferred method to establish whether a person is under the influence of drugs is the urine sample test. Should a division/BU already use the saliva testing methodology, it will be allowed to continue until an alternative/improved method is available or the procedure specifies different requirements.
- b) The testing method will be either a saliva or urine sample.
- c) The tester shall complete and sign the drug test report (Unique Identifier: 240-64455308).
- d) All drug testing and screening will be done by people trained and appointed to operate the testing and screening equipment. The equipment (testing device or screening kit) will be maintained and calibrated (as applicable) per the manufacturer's specifications.
- e) The person being tested or screened will be required to supply a saliva/urine sample. The sample shall be sufficient to obtain a valid reading on the instrument.
- f) If the urine sample indicates a positive result, it will be sent to a laboratory for analysis and confirmation, ensuring no contamination in the process.
- g) Should the confirmation drug test reflect a positive result, the necessary corrective measures will need to be implemented.

Note: Should there be any questions or uncertainty regarding the maintenance/testing/usage or calibration of equipment please refer to the manufacturer's specification for guidance.

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3.5.2.1 Equipment requirements: Urine and saliva drug instruments

- a) Shall be portable.
- b) The sealed sampling/testing kits should be opened in the presence of the person to be tested and used once only.
- c) The test instrument shall cover a minimum of six different drug components, which are:
 - i. Amphetamine (AMP),
 - ii. Benzodiazepines (BZO),
 - iii. Cocaine (COC)
 - iv. Marijuana (THC),
 - v. Methamphetamine (MET),
 - vi. Opiate (OPI 2000).
- d) It should be able to operate at a temperature of -5 to +40°C.
- e) Shall comply with the specification requirements stipulated by recognised international standards laboratories.
- f) Should indicate an invalid urine or saliva sample.
- g) Testers shall be trained and certified by the supplier.
- h) All instruments used in Eskom to test for substance abuse shall be kept under the manufacturer's prescription.
- i) Shall be well maintained according to manufacturer and/or supplier specifications, with internal status checks to be done at a set frequency.
- j) To be submitted for maintenance/repairs and/or calibration when determined to be faulty, damaged or delivering invalid results.
- k) To be stored in a safe and sound location, as per manufacturer and/ or supplier specifications.
- l) To be legibly marked with unique identification and registered accordingly on an equipment register/inventory.
- m) To be for the sole use of the certified tester.
- n) The same/similar calibration criteria should apply, as mentioned, for the above instrumentation.

3.5.3 Conducting the test and recording the results

The tester shall conduct the test and record the result following the procedure for testing as set out in this document.

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3.5.4 Interpretation and feedback

- a) The tester shall interpret the test results and explain them to the relevant line manager, including specific reference to the presence of drugs in the sample.
- b) If the line manager receives evidence of substance abuse in contravention of Eskom's Life-Saving Rules, a disciplinary process shall be instituted following Eskom's Disciplinary Procedure.

3.6 Refusal to undergo testing or failure to provide an adequate testing sample

- a) Cooperation with the testing process allows the person to prove compliance with the procedure.
- b) A person who is suspected of being under the influence or who is selected for testing in terms of this procedure and who refuses to undergo appropriate testing or who fails to provide an adequate breath, urine, or saliva sample shall be removed from the work site immediately and shall not be remunerated for the period not worked.
- c) Refusal by a person to undergo a substance abuse test or to provide an adequate breath, urine, or saliva sample may result in an adverse inference being drawn against the person's version and shall lead to a situation which may result in disciplinary action taken. In the case of a contractor, such refusal may result in excluding that contractor from Eskom's workplaces.

3.7 Procedure for call-out and standby persons

3.7.1 Call-out (not on standby)

- a) A call-out (not on standby) for this procedure is where, without prior notice or arrangement, a person is requested to report for duty outside of his/her normal hours of work.
- b) A person must declare when he/she is called out, whether or not he/she has been drinking alcohol or using any drugs or controlled substances since his/her last period of duty.
- c) A person reporting for a call-out who is under the influence of alcohol, or drugs/controlled substances will not be allowed to enter the site or perform any task.

3.7.2 Standby

- a) Standby, for the purposes of this procedure, is when a person is paid a standby allowance/premium to make his/her services available outside normal work hours over a pre-agreed period (for example, a standby roster).
- b) Persons shall not use alcohol, drugs, or controlled substances while on standby. In any event, persons on standby shall ensure that they are not under the influence, as defined in this procedure, at any time during the standby period.

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3.8 Disciplinary process

Being under the influence, consuming alcohol or drugs/controlled substances, and/or engaging in improper or unlawful activity related to alcohol or drugs/controlled substances while on Eskom's premises or Eskom business constitutes serious misconduct, and a person will be subject to the disciplinary process in terms of Eskom's Disciplinary Procedure.

3.9 Rehabilitation for substance abuse (alcohol or any type of drugs)

- a) When substance abuse has become a problem to the extent that an employee's functioning is impaired and he/she finds it difficult to carry out and perform his/her normal day-to-day work-related duties, the employee may seek evaluation and rehabilitation.
- b) Rehabilitation is among the best options in the treatment of substance abuse and addictions, where an individual is admitted to an approved institution specialising in the treatment of such for a set period.
- c) Persons who voluntarily seek evaluation and rehabilitation before they are found to be under the influence at work are assured that they will not be dismissed because they participated in a rehabilitation programme, although they will not be exempt from disciplinary action arising from other conduct.
- d) Persons who did not voluntarily seek evaluation and rehabilitation and were found to be under the influence at work will be subject to disciplinary action. Depending on the circumstances of each case, such persons may be referred for substance abuse rehabilitation following such misconduct.
- e) All assistance is confidential, and it will not impact the person's future at Eskom.
- f) Eskom intends to assist, not punish, employees who voluntarily seek treatment and rehabilitation before they are found to be under the influence at work. However, employees who only admit to substance dependency at the time of the commission of misconduct or thereafter will be subject to disciplinary action.
- g) It is best to deal with the problem before it becomes a disciplinary matter.

3.9.1 Process to follow

- a) Where the initiator is the employee, the employee should contact anyone in the health and wellness team of professionals (for example, the Eskom medical practitioner, occupational health nurse practitioner, employee assistance practitioner, or wellness practitioner) in his/her work area.
- b) Where the initiator is either a line manager, supervisor, or colleague, the reasons for referral should be discussed with the employee concerned, and the employee should agree to the referral. NOTE: This excludes TES employees, contractors and their employees, consultants, and visitors.

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3.10 Confidentiality

When an employee voluntarily seeks treatment or is advised by the occupational health practitioner/EAP practitioner that he/she requires treatment, all information will be treated confidentially between the practitioner and the employee. When management refers an employee for assessment or treatment, the employee's medical details will remain confidential.

If, in the opinion of an occupational health practitioner, a situation arises where an employee could endanger himself/herself and/or fellow workers, the employee's manager shall be advised. The employee's manager shall also be advised if, in the opinion of an occupational health practitioner, an employee is unfit to perform the task or tasks assigned to him/her.

NOTE: this excludes TES employees, contractors and their employees, consultants, and visitors.

4 Acceptance

This document has been seen and accepted by:

Name	Designation
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OHS Steering Committee	
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5 Revisions

Date	Rev.	Compiler	Remarks
December 2008	1	Christinah Maphanga	Revised and updated 32-37
July 2014	2	Metse Mphelo	Revised and updated to align with Eskom requirements and the Life-Saving Rules Standard
May 2016	3	Alex Stramrood	Revised and updated with input from FTHSRs, and more direction was provided regarding drug testing. Content and changes shared at CCF during August 2017
August 2023	4	Mike Townsend	Revised and updated in line with the review date

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Date	Rev.	Compiler	Remarks
April 2025	5	Mike Townsend	Incorporation of a definition for screener and tester and a section under roles and responsibilities for each of these roles.

6 Development Team

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Organised Labour at divisional level and CCF

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	Procedure	
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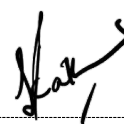
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1. Introduction

Eskom's SHEQ Policy sets out principles and rules that underpin the way in which Eskom approaches occupational health and safety, the environment and quality.

Incident management is an integral function of risk management. The aims and objectives of incident management are as follows:

- a) Reduce risk and prevent any recurrence of incidents.
- b) Ensure that incidents are managed effectively.
- c) Ensure that incidents are classified and recorded accurately.
- d) Ensure prompt and appropriate investigation.
- e) Promote the proactive use and value of near-miss incident reporting.
- f) Improve the quality of occupational health and safety by learning from incidents, including near-misses.
- g) Share incident information.
- h) Report to internal and external stakeholders, as required.
- i) Promote the analysis of trends, and review practices accordingly.
- j) Involve and communicate information to all stakeholders.

Incident management is not a mechanism for assigning blame or monitoring staff performance, but rather a way of identifying and addressing areas for improvement in order to reduce future risks. Eskom is committed to Zero Harm as a value, this value forms an integral part of Eskom's operations.

2. Supporting Clauses

2.1 Scope

2.1.1 Purpose

This document describes the high-level intention and requirements for the effective management of incidents that occur during the course of Eskom's business that result in, or could result in, near misses, property damage, injuries, occupational diseases/illnesses or fatalities.

2.1.2 Applicability

This document shall apply throughout Eskom Holdings SOC Ltd, its groups/ divisions, subsidiaries, and entities in which Eskom has a controlling interest. Where Eskom does not have a controlling interest, this procedure shall apply if no such similar document exists.

This document is applicable to Eskom employees, contractors (unless it is explicitly mentioned otherwise in this document) and members of the public affected by activities of, or on behalf of, Eskom.

For the purpose of Eskom benchmarking with other organisations, the applicable Responsible Manager may use the relevant classification criteria required for such benchmarking process.

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In the case where a site consists of multiple employers, this procedure must be complied with for Eskom reporting purposes.

For the interpretation of requirements related to occupational health and safety incidents, this document will supersede any other procedures and instructions. This procedure is supported by sup[ported by Standard – “Occupational Health and Safety Incident Management Definitions and Classification Parameters: 240-131838225”.

2.1.3 Effective date

The document is applicable as of 1 April 2021.

2.2 Normative/Informative References

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

2.2.1 Normative

- [1] 240-62582234: OHS Roles and Responsibilities and Statutory Appointments Standard.
- [2] 32-727: Eskom, Safety, Health, Environment, and Quality Policy.
- [3] 32-123: Eskom Emergency Planning Procedure.
- [4] 32-124: Eskom Fire Risk Management Standard.
- [5] 32-256: Emergency Response Procedure – Communications.
- [6] 240-51122806: Process Control Manual (PCM) for Incident Management.
- [7] 240-49308149: Process Control Manual (PCM) for Occupational Health and Safety Management.
- [8] Aviation Act, No. 74 of 1962.
- [9] Occupational Health and Safety Act, No. 85 of 1993.
- [10] Labour Relations Act, No. 66 of 1995.
- [11] Medicine and Related Substance Control Act, No. 101 of 1965.
- [12] Mine Health and Safety Act, No. 29 of 1996.
- [13] Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.
- [14] Basic Conditions of Employment Act, No. 75 of 1997.
- [15] National Health Act, No. 61 of 2003.
- [16] 240-62946386: Vehicle and Driver Safety Procedure.
- [17] 240-84733329: Medical Surveillance Procedure.
- [18] 32-425: Hearing Conservation Procedure.
- [19] COIDA Occupational Disease 2 Form – as per COIDA.
- [20] 240-131838225: Occupational Health and Safety Incident Management Definitions and Classification Parameters.
- [21] 240-58554227: Health & Safety Agreement.

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2.2.2 Informative

- [22] I240-47560170: Process Control Manual (PCM) for Quality Management.
- [23] 240-51367318: Process Control Manual (PCM) for Assurance and Advisory Audits.
- [24] 32-450: Safety and Occupational Hygiene Performance Management.
- [25] ISO 9001 Quality Management Systems.
- [26] ISO 45001 Occupational Health and Safety Management Systems.
- [27] OHSAS 18001 Occupational Health and Safety Systems.
- [28] EPM0060: Measurement Specification Document for Headcount.
- [29] Criminal Procedures Act, No. 51 of 1977.
- [30] Electricity Act, No. 41 of 1987.
- [31] Explosives Act, No. 15 of 2003.
- [32] Inquest Act, No. 58 of 1959.
- [33] Law of Evidence Amendment Act, No. 45 of 1988.
- [34] National Road Traffic Act, No. 93 of 1996.
- [35] 240-75512977: Noise-Induced Hearing Loss Investigation Form.
- [36] 240-75512947: Noise-Induced Hearing Loss Notification Form.
- [37] 240-154786986: COVID-19 Investigation Form.

The list of legislation and documents for further information is not exhaustive and/or not limited to the legislation and documents listed above.

2.3 Definitions

2.3.1 Accident: Any unplanned event, arising out of, and in the course of, an Eskom or contractor employee's employment and resulting in human injury, illness, or death of the employee, as well as death of, or injury to, any member of the public or damage to property.

2.3.2 Fatality: an incident occurring at work, or arising out of, or in connection with, the activities of persons at work, or in connection with the use of plant or machinery, or direct or indirect exposure to Eskom's product or activities, in consequence of which, any person (that is, employee, contractor, or member of the public) dies, regardless of the time intervening between the injury and/or exposure to the date of death. The date of the incident will reflect the date on which the incident occurred, irrespective of the date of death.

Note: Incidents related to the death of a person (employee or contractor employee) while at the workplace and on duty who dies as a consequence of any activity or cause not directly related to the course and scope of the deceased's employment (for example, death from natural causes, etc.) will not be regarded as a work related incident.

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2.3.3 First-aid injury: An injury due to a work-related incident, where that injury requires first aid treatment within the scope of a first aider and content of a first aid box and does not require further treatment by a health professional. Therefore, the following injuries will be regarded as first-aid injuries:

- a) If there was no medication required.
- b) No subsequent medical treatment is required.
- c) Where an employee was involved in an OHS incident where there was contact with a person's body part, whether there was an injury or not, the involved employee shall at least be assessed by a first aider/health professional, for the purpose of this document, this assessment/examination will be regarded as First Aid. At the minimum, the incident shall be classified at least as a first-aid injury.
- d) First-aid treatment can also be offered by a medical professional as long as it is in the scope of the first aider.
- e) The affected employee is able to resume work after the injury has been treated.

Note 1: Classification is based on the level of treatment, not on the person administering treatment. For example, health professionals or emergency teams can provide first-aid treatment.

Note 2: This excludes Incidents which are not caused by OHS events that arise at the workplace or not directly related to the course and scope employment.

2.3.4 Lost-time injury (LTI): A work injury, including impairment and a fatality that arises out of, and in the course of, employment and that renders the employee or contractor to be booked off work. A work injury, including impairment and a fatality, that arises out of, and in the course of, employment and that renders the employee or contractor to be unable to perform his/her regular/normal work longer than seven calendar days or shifts other than the day or shift on which the injury occurred.

Note: Normal work refers to any work where a person can perform his/her normal duties, as per job profile, without restriction. Lost-time injury will apply if a person is booked off work by a medical practitioner due to an incident, including being booked off for acute stress or post-traumatic stress disorder by a relevant medical practitioner after an OHS incident.

A lost-time injury includes the following:

- a) Where an employee/contractor is booked off, regardless of the number of days or shifts.
- b) Incident resulting to a person being booked on restricted/ light duty longer than seven calendar days.

Note: This excludes incidents which are not caused by OHS events that arise at the workplace or not directly related to the course and scope employment.

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2.3.5 Medical injury: an injury resulting from a work related incident where treatment was rendered by a medical/health professional within a 24-hour period, and medication was either prescribed, dispensed, and/or applied. The affected employee is able to resume work after the injury has been treated.

Note 1: Treatment, for the purpose of this document, excludes any diagnostic or examination procedure or method used in the establishment of the extent of injuries or illnesses (for example, X-rays or scans).

Note 2: Where medication was prescribed and/or dispensed after an injury and it was not obtained and/or used, the injury shall be classified as a medical injury.

Note 3: Where medication is prescribed, dispensed and/or applied, whether to treat an injury or prevent an illness or medical condition after an incident, the incident must be regarded at least as a medical injury.

Note 4: any work-related noise-induced hearing loss with a PLH shift between 3.2% and 9.9% will be regarded as a medical injury.

Note 5: This excludes Incidents which are not caused by OHS events that arise at the workplace or not directly related to the course and scope employment.

2.3.6 OHS Event: any occurrence where humans were involved and this occurrence poses a risk of injury or illness/disease to those involved humans.

2.3.7 Occupational health and safety incident (OHS incident): an unplanned OHS event that could, or does, result in human injury or illness or property damage, excluding:

- a) crime-related incidents where there was no potential for injuries; and
- b) motor vehicle incidents where the vehicle was stationary and unoccupied, incidents where there were scratches on the vehicle with no potential for injury, windscreen or glass-related incidents with no potential for injury.

Note: For recording and performance purposes, when there is an incident where multiple divisions/groups are involved, divisions/groups must capture the incident for their involved/injured.

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2.3.8 Occupational safety near-miss incident: Any OHS event that did not result in human injury or damage but had the potential, under different circumstances, to cause human injury or property damage.

2.3.9 Occupational hygiene near-miss incident: An OHS event where a person is exposed to a single or combination of occupational hygiene hazards, which occurred in the work environment, due to failure/insufficient/absence of control measures for that hazard(s) that could result in medical treatment, impairment or an occupational disease/illness.

2.3.10 Occupational impairment: Partial or total loss of bodily function or part of the body attributed to exposure at the workplace.

2.3.11 Noise-induced hearing loss (NIHL) incident: Where an individual experiences a bilateral sensorineural hearing loss with a confirmed percentage hearing loss of 10% or more measured from the baseline, which must be based on two diagnostic audiograms, as per Instruction 171 issued by the Compensation Commissioner.

2.3.12 Occupational disease/illness: Any confirmed disease/illness arising out of, and in the course of, an employee's employment and that is listed in Schedule 3 of the COIDA Act or any other condition as determined by an occupational medicine practitioner. In the case of employees placed through a labour broker, the onus is on the relevant OU/BU to ensure that the pre-employment medical examinations are done.

2.3.13 Public fatality: The death of a member of the public.

2.3.14 Public incident: Direct or indirect exposure to Eskom's product or activities caused by substandard acts and/or conditions that result in, or have the potential to cause, physical harm to members of the public, damage to property or interruption of business.

If an Eskom vehicle is used for commuting (the employee is not on standby, nor has he/she been called out for work) and the employee is involved in an MVA resulting in injuries either to himself/herself or a member of the public, this incident should be classified as non-work-related. If there were injuries to the member of the public, the incident shall be captured on SAP as a public incident and investigated but regarded as non-work related incident.

2.3.15 Public Recordable Fatality Incident (PRFI)

- a) A PRFI is an incident resulting in the electrocution of a member of the public by coming into contact with Eskom apparatus within the point of supply, but excluding electrocution resulting from criminal activities. A minor being electrocuted as a result of criminal activity will be regarded as a public recordable fatality incident.
- b) Any work-related incident where an Eskom employee or contractor is responsible for the death of a member of the public, excluding incidents where a member of the public is solely at fault.

2.3.16 Serious incident:

- a) Any incident that results in a person being admitted to ICU for four days or more.

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- b) Any incident involving persons where there was electrical contact, uncontrolled release of energy (for example steam release, electrical flashover, etc.).

Note: OU/BU must inform Sustainability Systems immediately regarding the incident, where after a decision will be made regarding the activation of an independent Subject Matter Expert.

2.4 Abbreviations

Abbreviation	Explanation
A&F	Audit and Forensic
CC	Compensation Commissioner
DoE&L	Department of Employment and Labour
Eskom	Eskom Holdings SOC Limited
Exco	Executive Committee
HR	Human Resources
ICU	Intensive Care Unit
INO	Initial Notification of Occurrence
LTI	Lost-Time Injury
LTIR	Lost-Time Injury Rate
MHSA	Mine Health and Safety Act
NIHL	Noise-Induced Hearing Loss
NPA	National Prosecuting Authority
OEL	Occupational Exposure Limit
OHS	Occupational Health and Safety
OHS Act	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
OMP	Occupational Medical Practitioner
OU/BU	Operating Unit/Business Unit
PCM	Process Control Manual
PLH	Percentage Loss of Hearing
PPE	Personal Protective Equipment
PRFI	Public Recordable Fatality Incident
SAIOH	Southern African Institute for Occupational Hygiene
SAP	Systems, Applications and Products in Data Processing
SAP EH&S	SAP Environmental Health and Safety (system)
SDIC	Safety Data Integrity Committee
SHEQ	Safety, Health, Environment and Quality
SOC	State-Owned Company
SS OHS	Sustainability Systems Occupational Health and Safety
TRIR	Total Recordable Injury Rate
WCL	Workman's Compensation Letter

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2.5 Roles and Responsibilities

Eskom Holdings SOC Ltd and its subsidiaries shall take all reasonably practicable steps to prevent all incidents and harm to any person, including members of the public and damage to property.

The Responsible Managers shall be responsible for:

- a) Implementing this procedure;
- b) Communicating to all their employees, contractors and contractor employees the importance of compliance with this procedure and the consequences of non-compliance. This includes communicating duty of care and refusal to perform an unsafe task to all new employees and new contractors;
- c) Implementing a monitoring process for ensuring understanding of, and compliance with, duty of care and refusal to perform an unsafe task; and
- d) Ensuring understanding of, and compliance with, the requirements of this procedure.

Note: Joint ventures: There may be occasions when Eskom and other organisations combine resources to carry out a joint venture. Unless otherwise stipulated, each company in the joint venture is liable for its own contraventions and could, therefore, be prosecuted in its own name, without reference to any of the other companies involved.

2.6 Process for Monitoring

Compliance with the requirements of this procedure shall be audited as per the first- to third-tier audit process. The OU/BU is responsible for its own monitoring; all other assurance providers will monitor compliance with this procedure.

2.7 Related/Supporting Documents

Parties using this document shall apply the most recent edition of the documents listed below:

- [1] Annexure 1: as required by the OHS Act – document number **240-100003427**.
- [2] OHS Incident Investigation Report template – document number **240-77046688**.
- [3] WCL forms – **as per the OHS Act**.
- [4] Preliminary Brief on OHS Incidents document – document number **240-99618317**
- [5] Process Flow on the process of Capturing, Verification and Validation of Occupational Diseases – document number **240-134597296**

3. Occupational Health and Safety Incident Management Procedure

The following steps describe the process of incident management and are described in detail in the remainder of the document:

1. Incident identification.
2. Initiation and execution of emergency response.
3. Notification and reporting to relevant stakeholders.
4. Incident prioritisation.
5. Classification and recording of incidents.

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6. Incident investigation.
7. Management of corrective actions - implementation and monitoring of corrective actions of incidents.
8. Incident close-out.
9. Incident communication – occurs throughout the incident management process and is not necessarily a stand-alone step.

3.1 Incident Identification

Identify or recognise that an incident has occurred. There are two types of identification or recognition, that is, direct observation and indirect observation.

To ensure identification of incidents, the Responsible Manager should provide employees with knowledge and skills as well as create a culture and environment that motivate employees to immediately identify incidents as they occur.

Direct observation includes seeing the incident happening or being involved in the incident. For potential occupational disease incidents/impairments, direct observation includes assessment results by any medical practitioner or medical surveillance conducted by an occupational health practitioner.

Where in doubt whether the incident is an OHS incident or not, test the description of the incident against a definition of an occupational health and safety incident.

Any medical practitioner who examines or treats a person for a disease described in schedule three of the COIDA, or any other disease that he believes arose out of that person's employment, shall within the prescribed period and in the prescribed manner report the case to the person's employer and to the chief inspector and inform that person accordingly.

Identification of occupational hygiene-related near-miss incidents must be classified by the occupational hygiene/safety practitioner.

Indirect observation includes learning of the incident through, for example, complaints, feedback, or information provided by internal stakeholders (for example, Eskom employees or contractor employees) or external stakeholders (for example, authorities, members of the public, etc.).

3.2 Initiation and Execution of Emergency Response

- a) Emergency response includes, but is not limited to, the following:
 - i. Rescue operations.
 - ii. Ensuring that the scene is safe during and after the incident.
 - iii. Providing emergency care (that is, first-aid treatment) to the injured to stabilise him/her and prevent further injury and obtaining medical assistance, where necessary and/or applicable.
- b) Activate the appropriate emergency response actions in terms of the site or area emergency preparedness plan/procedure.
- c) In order to prepare for proper emergency response, the Responsible Manager must assess the potential risks and develop a suitable response plan to address the risks. In the event of an incident, emergency care must be provided in accordance with the emergency response plan for the area.

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- d) The supervisor/manager must ensure that the injured person receives the best medical care and, when required, is transported to the doctor/hospital and that the relevant Employer's Report (WCL 1 or 2) is duly completed.
- e) The supervisor/manager must ensure that a copy of the person's identity document is available to the treating doctor/hospital, which will facilitate prompt treatment. The Supervisor / Line Manager should ensure that the injured is accompanied for medical treatment, for the purpose of ensuring that the injured person receives the best medical care and that the relevant medical reports are completed correctly and appropriate feedback is received from the treating doctor.
- f) The OU/BU Responsible Manager is to ensure that specific work instructions relating to emergency response are available on site and executed accordingly.
- g) Emergency response includes collection of evidence, which will assist in establishing the root cause. When collecting evidence, take cognisance of the 5 Ps (people, position, parts, paper and process evidence).
- h) Collection and preservation of evidence:
 - i. Immediate actions at the scene following an incident can disturb or potentially remove vital physical items and information important for the investigation.
 - ii. The Responsible Manager is responsible for ensuring that complete and correct evidence and records are identified, collected, recorded and obtained, archived, stored and preserved to support the investigation of the incident.
 - iii. The Responsible Manager must take steps to preserve physical items, computer data and other relevant information until the incident investigation begins.
 - iv. No person should be allowed to remove, disturb or tamper with any evidence until authorised to do so by the Responsible Manager or regulatory authority.

3.3 Notification and Reporting

All occupational health and safety incidents must be reported to relevant stakeholders. If information is not readily available, the available information must be used, an updated notification must be distributed to all stakeholders as more information becomes available. The action and responsibility requirements under the Incident Prioritisation section must be referenced to identify who needs to be notified.

When: when did the incident occur (exact time and date)?

Who: who was involved in the incident?

Where: where did the incident occur?

What happened: what work was being done at the time, what materials, equipment or substances were involved?

Note: In the case of incidents involving crime and firearm-related incidents, the relevant Security Department shall be notified.

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3.3.1 Internal stakeholders to be notified for occupational health and safety-related incidents include the following:

a) All incidents

- i. Supervisor.
- ii. Responsible Manager.
- iii. Occupational health and safety representative.
- iv. Safety Department.
- v. Occupational Health Department (if applicable).

b) Specific incidents

- i. In the case of a fatality or a serious incident, notify OU/BU Management and Sustainability Systems Department immediately.
- ii. In the case of receiving any notification in terms of the OHS Act, sections 31 or 32, or in the case of a summons received from the NPA, or any incident where there is a possibility of liability, immediately contact the Legal Department regarding the appointment of the attorney. If there are reasons to believe that such an attorney is not required, the OU/BU must provide, without delay, a detailed motivation which will be assessed by Legal Department and thereafter a decision will be communicated to the OU/BU.

3.3.2 Eskom employees performing work temporarily at another Eskom OU/BU

- a) The Responsible Manager at the OU/BU where the incident occurred shall report to the relevant stakeholders.
- b) The affected employee's own OU/BU Responsible Manager is responsible for reporting the incident to the Compensation Commissioner (CC).

3.3.3 Eskom employees performing work at another organisation

If an incident occurs during regular/normal work, the reporting to the CC must be done by the original OU/BU, although the external organisation (where reasonably practicable) must assist with completing the documentation for submission to the CC.

3.3.4 Notification requirements for employee and contractor fatalities

- a) The OU/BU must provide to the Sustainability Systems Department, immediately, the detailed information relating to the circumstances of the incident, including details of the deceased's next of kin, in order for the announcement to be compiled for communication to Eskom's Board, Exco and the rest of the organisation.
- b) The fatality announcement to be sent throughout Eskom must be signed off by the Group Executive.
- c) Only the Eskom Communication Department and/or the Eskom spokesperson may disclose information to the media and/or the public.
- d) Information can only be released to any external party after verification by the Eskom Legal Department.

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3.3.5 Notification requirements for potential occupational diseases

Any potential occupational disease/illness must be referred to an Eskom occupational medicine practitioner (OMP) for confirmation. Once confirmed, the OMP shall inform the Responsible Manager, who must ensure that the incident management process is followed after confirmation.

Feedback on confirmed occupational diseases:-

- a) Incidents to be recorded on SAP EH&S.
- b) Each case must be discussed at the OU/BU statutory committees as required by law.

3.3.6 Capture initial notification

3.3.6.1 Capture and communicate the initial notification

- a) Initial reports are reports that are submitted by any individual who is reporting an incident to the relevant OU/BU Occupational Health and Safety Department. They can be provided in any form, for example, email, OU/BU internal flash report or INO.
- b) Initial reports are brief and limited to an outline of the known facts (that is, date, time, place, what happened, immediate actions taken and persons involved).
- c) The Responsible Manager must ensure that the initial notification is communicated in accordance with the time lines.

3.4 Incident Prioritisation

From the initial reports, the Responsible Manager, in conjunction with, and advised by, the occupational health and safety practitioner, must use the matrixes provided to determine the priority rating of an incident. The Responsible Manager is responsible for ensuring that all those involved in the prioritisation of incidents are in a position to understand and use the relevant matrixes.

3.4.1 The priority rating is utilised to:

- a) Ensure that appropriate management of the incident takes place;
- b) Determine the level of action following notification of the incident;
- c) Assist Responsible Managers with prioritising and classifying incidents; and
- d) Provide clear direction about the incident reporting and communication requirements.

3.4.2 Steps involved in incident prioritisation:

3.4.2.1 Step 1

Determine the actual or potential outcome, consequence and severity of the incident by using the Consequence table. Note: Use the **actual outcome** for injuries and the **potential outcome** for near-miss incidents.

3.4.2.2 Step 2

Determine the likelihood of a recurrence of this incident by using the Likelihood table.

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3.4.2.3 Step 3

Quantify the level of risk associated with the incident by assigning a priority rating to the incident. Using the information obtained in Steps 1 and 2 of this process, use the priority matrix to determine the priority rating.

3.4.2.4 Step 4

Determine the appropriate action to be taken, as described in the Action and Responsibility Requirements Table.

3.4.2.5 Step 5

If the severity of the incident changes, e.g. medical injury to a lost-time injury, the priority rating of the incident must be reviewed and amended where necessary, including updating relevant information in SAP EH&S.

3.5 Classification and Recording of Incidents

All occupational health and safety incidents, regardless of their rating, must be classified, prioritised and recorded on the SAP EH&S system according to the CARAT (complete, accurate, relevant, accessible, timely) principles. Contractor employees working under the Mine Health and Safety Act will be classified and recorded as contractor employees and not as Eskom employees for the purposes of this document.

3.5.1 Classification

Classification of incidents is based on the consequence as a result of the incident.

Note: the onus is on the OU/BU to determine the work relatedness and classification of the incident. Sustainability Systems will not classify incidents on behalf of the OU/BU, but will assist in interpretation of the procedure, should the OU/BU be unable to classify the incident or if there is a dispute regarding classification, that particular incident shall be referred to Safety Data Integrity Committee (SDIC).

3.5.1.1 Involved person's relationship with Eskom: The aim of classifying the type of relationship with the person is to determine whether the person(s) involved in the incident was/were an Eskom employee(s), contractor employee(s) or member(s) of the public.

3.5.1.2 Work-relatedness: In order to classify the work status and to determine whether the incident arose out of, or in connection with, the person at work, one needs to consider the work-relatedness of an incident. Unless otherwise specified in this procedure or in Occupational Health and Safety Incident Management Definitions and Classification Parameters standard, as a general rule, an affirmative answer to all of the following questions is required:

- a) Did the incident or exposure occur at any workplace or within workplace boundaries?
- b) Did it arise out of, or in connection with, the activities of persons at work, or as a result of a Hazard present in the workplace?
- c) Did it occur in the course of a person's employment?
- d) Did it result, or could it have resulted, in personal injury or health impairment?

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3.5.1.3 Responsible unit (OU/BU)

- a) **Eskom employees:** An incident must be captured against the OU/BU/subsidiaries based on the employee's organisational structure at the time of the incident.
- b) **Contractor employees:** An incident must be recorded against the OU/BU/subsidiary with which the contractor has a contractual relationship and/or any other contractual agreement (including hand-over documents). In the case of incidents involving a service provider procured through a national contract, incidents shall be recorded against the OU/BU/subsidiary or end-user that requested a service from the contractor/supplier, this request may be in a form of releasing services from a contract, in writing or otherwise, including emails, telephone, etc.

3.5.1.4 Classification of occupational diseases and occupational health impairment

Classification of occupational diseases and occupational health impairment incidents must be undertaken by the occupational hygiene/safety practitioner based on the confirmation received from the Eskom medical practitioner with the supporting documentation (refer to 240-134597296 – Process Flow on the process of Capturing, Verification and Validation of Occupational Diseases).

The following will be excluded from the Eskom performance measure:

- 1. All occupational diseases where a pre-existing condition has been aggravated by the work conditions.
- 2. Any incident (as determined by an investigation committee) where an employee was not exposed to any excessive noise at the workplace after 16 November 2003.

3.5.1.5 Reclassified incidents

Reclassified incidents must be communicated by means of an updated SAP EH&S flash report to relevant internal stakeholders, together with an explanation of the reclassification. Supporting documentation or proof must be made available for incident classification, verification and audit purposes and electronically attached to the incident in SAP EH&S. Downgraded incidents affecting performance indicators must be submitted to SDIC for ratification. Third Party at Fault incidents affecting performance indicators must be submitted to SDIC for ratification.

3.5.1.6 Clarification regarding incident classification of occupational health and safety-related incidents

Where clarification is required for the interpretation of rules and examples for the classification of incidents or in order to resolve disputes with regard to occupational health and safety incidents, the Responsible Manager must send all relevant information to the Safety Data Integrity Committee (SDIC) for review, the committee will evaluate information and provide direction in accordance with the Terms of Reference of the SDIC.

3.5.1.7 Classification dispute and appeal process

In order to deal with disputes or clarification, OHS incidents requiring clarification must be tabled at the Safety Data Integrity Committee (SDIC). These incidents will be reviewed in terms of this procedure and/or other relevant documentation. Should the OU/BU be not satisfied with the findings/outcome of the SDIC, the OU/BU is entitled to appeal the decision at the Safety Data Integrity Appeal Committee.

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3.5.2 Recording

3.5.2.1 General requirements

All work-related occupational health and safety incidents must be recorded on SAP EH&S.

All non-work-related occupational health and safety incidents that occur within workplace boundaries must be recorded on SAP EH&S and it is not necessary to communicate the flash report.

The following generally agreed principles must be followed with regard to which information is recorded:

- The date on which the incident occurred, as opposed to the date of subsequent reclassification on severity, for example, deterioration of condition or death.
- Any preceding incident, including an occupational disease/illness, that occurred as a result of exposure to the same agent, impacting the same body part or target organ on a different occasion and resulting in similar symptoms or health effects, must be reported and recorded as a new/different incident.

3.5.2.2 Recording of occupational diseases or illnesses

The date of the incident for occupational diseases shall be the date of confirmation by the Eskom Occupational Medicine Practitioner as reflected on the First Medical Report in respect of an Occupational Disease (WCL22).

This incident must be captured on SAP EH&S as work-related within 48 hours as per information provided on the First Medical Report. Once the outcome of the investigation proves that the incident is not work related, SAP EH&S must be updated immediately to reflect changes on the work relatedness. All Occupational Diseases where after the investigation, are regarded as not work related, or where the OU/BU requires clarity/assistance, those Occupational Diseases must be submitted to SDIC for final classification. An Occupational Disease involving a pensioner shall be submitted to SDIC for final classification.

The date of an occupational health impairment incident shall be the date reflected on the Noise-Induced Hearing Loss Notification form (240-75512947). Occupational diseases/illnesses will be recorded against the OU/BU to which the employee belongs at the date of confirmation by the Eskom Medicine Practitioner, unless it can be proven that the occupational disease/illness was caused by the activities of another OU/BU.

3.6 Incident investigation

3.6.1 General

- a) All investigation reports must be considered controlled disclosure documents in accordance with the Eskom document management process.
- b) All health and safety incidents must be investigated, excluding non-work-related incidents occurring outside workplace boundaries.
- c) During the investigation of repeat incidents, ineffective corrective actions from previous incidents must be considered.

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- d) The chairperson of an incident investigation committee shall be at a level as per the “Action and Responsibility Requirements” table contained in the Occupational Health and Safety Incident Management Definitions and Classification Parameter Standard (240-131838225). Where there is perceived conflict of interest (an interest which is likely to adversely affect the investigation process), if the conflict is found to exist, the chairperson of an investigation committee shall not be a direct manager/supervisor of the injured/involved person. It is the responsibility of the Responsible Manager to ensure that incidents are not chaired by the chairpersons who are conflicted in that particular incident.
- e) In the case of incidents involving crime, the applicable Security Department must be involved.
- f) The employer’s investigation report (Annexure 1 in terms of the OHS Act) must be completed by the OU/BU investigator and signed off by the applicable OU/BU Responsible Manager as the representative of the employer/user. Annexure 1 for contractor incidents must be signed off on a similar basis, unless the Contractor’s Policies and Procedures stipulates otherwise.
- g) All investigations shall be completed within 30 days of the occurrence of an incident, if the investigation could not be completed within 30 days, the OU/BU manager shall write a signed off letter indicating the reasons why the Internal OHS Investigation could not be completed within 30 days. This letter shall be loaded on SAP EH&S.
- h) The results of the OHS investigation must be captured on the Eskom Internal OHS Investigation template: Form 240-77046688 and signed off by the chairperson within 20 calendar days after conclusion of the investigation.
- i) All investigation results must be documented and captured on SAP EH&S, including root cause analysis and identified corrective measures. The root cause analysis must be electronically attached to the incident in SAP EH&S. Investigations by government agencies could also trigger a review of the initial incident information captured.
- j) Records must be kept by the OU/BU of all OHS Act section 24 incidents, lost-time injuries and medical treatment cases on the Annexure 1 form (as required in the OHS Act – General Administrative Regulations for Recording and Investigation of Incidents) for all employees, contractors and members of the public. All investigation reports must be kept and archived for at least 25 years, unless another period has been specified in legislation or in any court proceedings that may ensue.
- k) To determine the estimated cost of an incident, the Compensation Commissioner Cost Calculations should be utilised.
- l) The Eskom Internal Investigation Report’s disclosure is controlled, it is for internal use only. It may only be disclosed to third parties with specific authorization or consent from Legal and Compliance Department.
- m) This information includes a wide spectrum of internal business data that can be used by all employees and can be shared through authorized business process.
- n) The completed Annexure 1 form, as required in terms of the OHS Act – General Administrative Regulations for Recording and Investigation of Incidents, may be made available to a third party on request.
- o) Chapter 23 of the MHSR Regulations sets out the manner in which incidents are to be reported to the Mine Health and Safety Inspectorate on the following forms: SAMRASS 1, 2, 4, and 9 in accordance with Chapter 21 of the MHSR Regulations, as may be required, in consultation with the Eskom Legal Department.

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- p) In the case of incidents involving contractor employees, the contractor must investigate those incidents as an employer in his/her own right (employer's investigation) and generate a report. The report and Annexure 1 must be submitted to the applicable OU/BU or on request to the Department of Employment and Labour by the contractor. Eskom may participate during these investigations.
- q) During Eskom's investigation, a contractor/member of the public may be requested to provide information/ evidence. The contractor/member of the public is entitled (at their own cost) to be represented by a legal representative whilst giving information/evidence. The contractor/member of the public legal representative's attendance in the investigation process is limited to the period within which they are providing information/evidence. While the contractor is giving evidence, the contractor executive may sit-in in the investigation. Once the contractor personnel have finalised giving information/evidence to the committee, the contractor executive to be excused. They must not sit in for the duration of the investigation or question Eskom witnesses/committee members or to seek evidence from Eskom.
- r) When the contractor conducts its own investigation, Eskom employees may participate in such an investigation. If an Eskom employee is required in that investigation to be a witness, formal request must be submitted to the manager of the required employee.
- s) Should the contractor or any third party need information or evidence from Eskom, the manager of the employee from whom such evidence is requested, shall evaluate this request and if required, seek assistance from Legal and Compliance Department who will give guidance or determine whether such information can be provided.
- t) The investigation report must include the following information:
 - i. The details of the incident (type of incident, what occurred, sequence of events when and where the incident occurred).
 - ii. Incident consequences and impacts.
 - iii. The risk of the incident reoccurring using a root causes analysis technique and the likelihood and consequence table within this document.
 - iv. Direct or immediate cause(s).
 - v. Root causes, taking into consideration human, workplace and natural factors (who, what and why).
 - vi. Identify system failures (procedure non-conformance, training, plant failure, etc.).
 - vii. Corrective actions to remedy and prevent a reoccurrence of the incident.
 - viii. Lessons learnt and recommendations.

3.6.2 Investigation requirements

- a) All incidents occurring within workplace boundaries must be investigated regardless of work relatedness. Such incidents must be investigated to identify any possible contributing causes and to make recommendations on preventing any repeat incidents.
- b) The investigation of non-work-related incidents that do not occur at the workplace, including non-work-related commuting incidents is not required. In some cases an investigation can be requested by the Responsible Manager where the Responsible Manager has a very good reason to request such an investigation (where Eskom has an interest to understand the reasons/root causes) with permission from an employee. These lessons could be shared in the organisation to prevent repeat incidents.

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- c) It must be noted that the employer does not have the mandate to investigate incidents that occurred at an employee's home, unless the person was performing work from home (defined as telework) at the time of the incident, in which case the incident would be regarded as work related.
- d) Eskom investigations will consist of an OU/BU investigation, or depending on the severity of the incident (as determined in the incident prioritisation section), a corporate investigation will be held.
- e) After every incident that requires an investigation, regardless of the seriousness of the incident, the responsible manager shall ensure that preliminary evidence collection process is conducted within 72 hours of occurrence.
- f) In cases of incidents involving contractor employees, the contractor must investigate those as an employer in his/her own right (employer's investigation) and generate a report. The report and Annexure 1 must be submitted to the applicable OU/BU or on request to the Department of Labour by the contractor. Eskom may participate during these investigations
- g) The employer's investigation under the MHSA must be conducted as set out in section 11(5), as revised, of the MHSA.
- h) Root cause analysis techniques.

A root cause analysis technique must be used for all employee and contractor OHS investigations.

3.6.3 Eskom Internal OHS Investigation

3.6.3.1 OU/BU investigations (excluding serious and fatality investigations)

The Investigation Committee must consist of the following, given the nature of the incident:

- a) A chairperson (appointed in writing by the employer) as the investigator of the incident. The chairperson of an incident investigation committee who shall be at a level as per the "Action and Responsibility Requirement" table contained in the Occupational Health and Safety Incident Management Definitions and Classification Parameter Standard (240-131838225),
- b) Where there is perceived conflict of interest (an interest which is likely to adversely affect the investigation process), if the interest is found to exist, the chairperson of an investigation committee shall not be a direct manager/supervisor of the injured/involved person. It is the responsibility of the Responsible Manager to ensure that incidents are not chaired by the chairpersons who are conflicted in that particular incident.
- c) Where applicable, a subject matter specialist(s) may be appointed by the OU/BU.
- d) Representatives from all entities, where multiple organisations and/or Groups/Divisions are involved in an incident.
- e) The relevant supervisor/manager under whose supervision the incident occurred shall be the first person to give evidence related to the incident and may be allowed to remain in attendance at the investigation as an observer, provided there is no conflict of interest.
- f) The applicable local workplace statutory health and safety representatives, as required by the OHS Act.
- g) The OU/BU shall invite the respective Division/Group's Full Time Health and Safety Representative (where applicable), as per Health and Safety Agreement.

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- h) The relevant local union representative as per Eskom's recognised trade unions may participate during an employee employer's investigation, including the process of evidence collection, investigation, formulation of findings and corrective actions. The relevant union representative must be from the union in which the involved person is affiliated to.
- i) An applicable OU/BU OHS Department representative.
- j) In case of an incident involving a person with disability, the investigation committee must consist out of a representative from Human Resources (HR) and an Occupational Hygiene Practitioner (where required). Depending on the complexity of the incident, the Occupational Hygiene Practitioner in consultation with HR will recommend additional specialist if and when required to assist with effective investigation of the incident.
- k) Where relevant and applicable, the Construction Health and Safety Agent.
- l) Where relevant and applicable, the OHS Act GMR 2(1) person appointed for plant-related incidents or his/her assistant in terms of GMR 2(7).

Witnesses: Direct and indirect witnesses as determined by the investigation committee.

Note: A witness may be recalled to answer further questions by the committee, as determined by the chairperson.

The Investigation Committee chairperson is responsible for the process of evidence collection, investigation, formulation of findings, identification of root causes, formulation of corrective actions, compilation of an investigation report.

Note 1: In the case of a committee member who needs to testify as a witness, such a member needs to be excluded from the investigation sitting until such time as he/she has given his/her testimony and thereafter the chairperson can exercise his/her prerogative to allow such a person to become a member of the committee.

Note 2: The investigation may not continue if either the chairperson, the Responsible Manager or his/her delegate (provided there is no conflict of interest), the statutory Health and Safety Representative and the subject matter specialist(s) determined by the chairperson is not present

Note 3: The Sustainability Systems Department, as well as an identified subject matter specialist(s), may attend on invitation.

Note 4: The initiation of the incident investigation must not be delayed due to the unavailability of any witness.

Note 5: Sustainability Systems has the prerogative to participate as it may deem fit, after consulting with the relevant OU/BU Responsible Manager, in any incident investigation notwithstanding the priority rating or incident classification. Sustainability Systems may also request, through the relevant management structures, any incident investigation report and enquire on the contents of such a report. Sustainability Systems may lead any investigation at the request of any relevant senior manager.

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3.6.3.2 Public Incidents

- a) The OU/BU shall conduct an investigation for fatal and non-fatal public incidents.
- b) The OU/BU shall immediately mobilise for a specialist to respond to the scene and collect evidence.
- c) In the case of electrical related incidents that occurred beyond the point of supply or involving electrical related criminal activities (theft), the onus is on the OU/BU to conduct its own investigation. If there is any reason to believe that there is a legal liability, the OU/BU needs to provide a motivation accompanied by an investigation report and supporting documentation/information to Sustainability Systems and Legal Departments and seek a legal opinion from Legal Department.

3.6.3.3 Employee and contractor serious incidents (see definition of a serious incident)

- a) OU/BU must inform Sustainability Systems immediately regarding the incident, whereafter a decision will be made regarding the activation of an independent Subject Matter Expert.
- b) Where required, Sustainability Systems Department will appoint and mobilise an independent subject matter specialist/expert to facilitate and coordinate the collection of evidence, statements and to support the OU/BU personnel
- c) In the case of an extreme serious incident, the OU/BU must appoint an independent chairperson (at least MPSG17) from another OU/BU to chair the investigation, where required, the OU/BU to liaise with the Divisional/Group head office for assistance in the appointment of the independent chairperson. Liaise with Sustainability Systems OHS regarding attendance of the Sustainability Systems OHS representative.
- d) The OU/BU's Internal OHS investigation chairperson/investigator must provide the investigation final report in accordance with the Internal OHS Investigation template (240-77046688) within 20 calendar days after conclusion of the investigation to the OU/BU Manager and Sustainability Systems Department. The independent subject matter specialist(s) (referred to in a) above, may provide a separate technical report.
- e) If there is potential liability, the Legal Department and Sustainability Systems Departments must be provided with a motivation for such possible liability in order to advise the OU/BU on the way forward.
- f) The composition of the investigation committee for serious incident is similar to the OU/BU investigation, with the exception of point a), b) and c) above.
- g) The OU/BU where the incident occurred shall support the investigation by assisting with logistical arrangements and providing a resource for the secretariat role, i.e. for taking notes and assisting the chairperson with the draft report.

3.6.3.4 Corporate investigation (fatalities)

- a) In the case of employee and contractor fatalities, the Sustainability Systems Department will initiate a corporate investigation and immediately mobilise personnel, who will facilitate and coordinate the collection of evidence.
- b) The OU/BU must ensure that a preliminary investigation is conducted and a report is generated before the corporate investigation.

Note: In cases where the MHSA applies, the investigation process set out in it will be followed. Thereafter, a corporate investigation will continue, as required.

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c) The Corporate Investigation Committee must consist of the following members:

- i. Chairperson – appointed by Sustainability Systems.
- ii. OU/BU Responsible Manager, or his/her delegated person.
- iii. Relevant and applicable departmental senior management representative(s) (provided that he/she have no direct involvement in the particular incident and no conflict of interest exist).
- iv. Risk & Assurance/SHEQ Department representative.
- v. Subject matter specialist/ expert.
- vi. Sustainability Systems Department representative.
- vii. The local statutory health and safety representative (for employee incidents). Where relevant, the applicable Full Time Health and Safety Representative, as per Health and Safety Agreement. The OU/BU shall extend the invitation to the applicable Full Time Health and Safety Representative.
- viii. The applicable local union representative as per Eskom's recognised trade unions may participate in employee investigations, including the process of evidence collection, investigation, formulation of findings and corrective actions. The applicable union representative must be from the union in which the involved person is affiliated to.
- ix. Representatives from other divisions in cases involving multiple divisions.
- x. In cases where the MHSA applies, the following members may be included as committee members: 4(1) employer's representative, 3(1) (a) mine manager, and 2.13.1 engineering manager (mining equipment)/mine engineer.
- xi. Where relevant and applicable, the Construction Health and Safety Agent.
- xii. Where relevant and applicable, the OHS Act GMR 2(1) person appointed for plant-related incidents or his/her assistant in terms of GMR 2(7).
- xiii. In case of the contractor employee incidents, contractor management representative(s) are not part of the committee as they would have conducted their own investigation as the employer. Should the contractor management representative(s) strongly feel that they need to be part of Eskom's investigation, the representative shall request (with reasons) for such permission from the chairperson. Granting of this permission is at the discretion of the chairperson.
- xiv. In case of contractor fatalities, the contractor management representative may be present while his or her employee is giving evidence. He or she can only seat-in when their employees are being interviewed since this is an Eskom investigation and the contractor would have done its own investigation as an employer.

Note: Should any person find it necessary to be an observer, such person shall request the chairperson for an observer status.

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- d) The investigation committee shall identify and confirm the required witnesses:
 - i. Direct and indirect witnesses as determined by the investigation committee.
 - ii. A witness may be recalled to answer further questions of the committee, as determined by the chairperson.
- e) The OU/BU where the incident occurred shall support the investigation by assisting with logistical arrangements and providing a resource for the secretariat role, i.e. for taking notes and assisting the chairperson with the draft report.

3.6.4 Inquiries, investigation and hearings initiated by government agencies

- a) National, provincial, and regional government agencies have the legal authority to inquire into, or investigate, certain OHS incidents.
- b) Any inquiry or investigation by any of these agencies should be preceded by giving proper notice to the organisation.
- c) When any of the following notices are received:
 - Notifications issued by the DoE&L (in terms of the OHS Act sections 31 and 32 and section 56 of COIDA Act – Application for Increased Compensation).
 - Where the MHSA applies, the Mine Health and Safety Inspectorate may convene an investigation in terms of section 60 of the MHSA and/or an inquiry in terms of section 65 of the MHSA.
 - Summons/subpoena received from the NPA or any third party.
 - Any incident where there is a possibility of liability.
 - The OU/BU must immediately (not later than 24 hours of being notified) inform Sustainability Systems and Legal Departments of such notice or requests received by providing a copy of the notice, completed Annexure 1 form as required in terms of the OHS Act (where applicable), the OU/BU's relevant investigation report and supporting documents and a completed Mandate of Instruction in order for Legal and Compliance Department to appoint an external legal representative.
 - If there are reasons to believe that such an attorney is not required, the OU/BU must provide, without delay, a detailed motivation to Sustainability Systems and Legal Department, such motivation will be assessed where after a decision will be communicated to the OU/BU.
- d) Requests by government agencies for access to the site's investigation reports and related materials must be made in writing and where the OU/BU is unsure regarding the submission of the requested documentation or information, the OU/BU shall request advice from Legal Department and Sustainability Systems before they are granted.
- e) Employees have the right not to incriminate Eskom or themselves.
- f) In the case of incidents involving contractor employees, the investigation will require the contractor's involvement.
- g) In the case where a contractor does not cooperate during any part of the Eskom investigation, in terms of contractual and legal obligations, Eskom shall take further steps to ensure that the immediate and root causes of the incident have been identified and to ensure that workable corrective actions are identified and implemented and that actions that will prevent the repeat of such an incident are implemented in order for Eskom to fulfil its legal obligation.

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- h) When required, all persons must be available and cooperate during any investigation by the Department of Employment and Labour or NPA.

3.7 Management of Corrective Actions

3.7.1 Implementation and monitoring of corrective actions of incidents

- a) There must be at least one corrective action for each root cause identified during the investigation.
- b) The Investigation Committee must consider the following hierarchy of control when formulating corrective actions:
 - i. Engineering control for the purpose of designing/redesigning in order to eliminate the risk.
 - ii. Barriers to isolate/insulate between the source and employees or animals.
 - iii. The provision of personal protective equipment should be the last resort.
- c) Planned start and end dates for all corrective actions must be clearly defined and must be:
 - i. Specific;
 - ii. Measureable;
 - iii. Achievable;
 - iv. Realistic, with clearly allocated responsibilities; and
 - v. Timeous, with clear deadlines.
- d) Corrective actions and restart criteria/conditions that have to be completed before operations may resume must be clearly identified in the investigation report. Other corrective actions (for example, longer-term system-related improvements or evaluations) often have a completion date that extends beyond the start-up date.
- e) Identify potential risks that can influence the achievement of the corrective actions, and document in the investigation report how these risks should be mitigated.
- f) All corrective actions must be verified by the person responsible in order to determine effective implementation. Documentary evidence of the implemented corrective actions must be available and attached electronically to the incident in SAP EH&S before the corrective action is closed on SAP EH&S.
- g) Where a corrective action that has been implemented is deemed ineffective and, therefore, unsuccessful, the corrective action(s) must be revised by the Investigation Committee and implemented. An alternative corrective action measure must be identified to address the root cause(s).
- h) The revised corrective actions must be approved by the chairperson of the Investigation Committee, and the report must be revised accordingly. The chairperson must provide the motivation and/or justification for the decision. The previous ineffective corrective actions must be closed out on SAP EH&S and a new corrective action must be identified and captured on SAP EH&S.
- i) Risk assessment must be done to ensure that any corrective actions that constitute an improvement does not create an additional risk or increase the existing risk.
- j) To ensure the prompt follow-up and close-out of corrective actions from an incident investigation report, periodic status reports must be provided from SAP EH&S to site management until all recommendations have been acted on and closed out.

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- k) The Statutory Occupational Health and Safety/SHEQ Committee meeting must also track the corrective actions, target dates and responsible person(s) identified during investigations and note, in the minutes, the discussion points on the progress made with the implementation of corrective actions. The minutes must be kept for at least three years.
- l) The OU/BU manager, as the Responsible Manager, is responsible for reviewing/analysing the recommendations made in the incident investigation report, assigning responsibilities to the relevant applicable Responsible Managers and providing the necessary resources to implement the recommendations made, within a reasonable time frame that does not expose persons to risk for an unnecessarily long period and to prevent recurrence of the incident.

3.8 Incident Close-Out

- a) Close-out is the final step in the incident management process. The action of closing out an incident signifies that all corrective actions have been effectively implemented and case studies have been effectively communicated and all relevant documents have been attached on SAP EH&S.
- b) The incident must then be closed out in SAP EH&S as an action.

3.9 Incident Communication

3.9.1 The communication means for occupational health and safety incidents:

- a) Initial incident notification reports must be submitted by any individual who is reporting an incident to the relevant OU/BU Occupational Health and Safety Department. They can be provided in any format, that is, email, OU/BU flash report, or INO.
- b) The SAP EH&S flash report is the formal notification informing all relevant stakeholder/s (specified in the Action and Responsibility Requirements Table) that an incident has occurred.
- c) Fatality announcement – Sustainability Systems Department will send out an SMS and an announcement for employee and contractor work-related fatalities. This communication shall be signed off by the applicable Group Executive.
- d) Occupational health and safety preliminary brief – the preliminary brief report must state the key learning points, which need to be shared in accordance with the Action and Responsibility Requirements Table in order to create immediate awareness and to prevent reoccurrence. The Responsible Manager where the incident occurred is responsible for compiling an incident preliminary brief. Where required, the preliminary brief must be communicated to the Sustainability Systems Department for further distribution to all relevant stakeholders.
- f) When compiling the preliminary brief, consider the following:
 - i. The key learning points should be those points that are obvious (not necessarily the root causes, as they might not be available at the time of communication).
 - ii. They must only cover a few main points.
 - iii. Focus on positive points as well.

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- iv. Protect individuals by excluding names and places or any other information that could be sensitive. Where reasonably practicable, use photos that are relevant to the incident. Be sensitive towards the reader. Do not include any sensitive photos or information.
- v. The OU/BU must ensure that this information is disseminated to all affected and interested parties who could benefit from the feedback. The OU/BU Responsible Manager must ensure that the effectiveness of shared key learning points is monitored.
- vi. The communication of the preliminary brief should not be delayed by waiting for the incident investigation outcome/report. Key learning points are, therefore, not findings or recommendations.

3.9.2 Fatality Presentations to Executive committee

- a) Presentations must be made to the applicable executive committee on all employee and contractor fatalities by the relevant General Manager or delegated senior manager.
- b) Any additional and/or amended information provided at the applicable executive committee must be updated on SAP EH&S and a revised case study must be republished immediately on the Eskom publication tool, e.g. Hyperwave.

3.9.3 Case studies must be published for the following incidents:

- a) For all occupational health and safety incidents rated with a priority rating of moderate, high and extreme. In the case of near-miss incidents, publish those rated as extreme.
- b) Public fatalities and injuries (excluding public crime-related incidents and incidents that occurred beyond point of supply) publish those with a priority rating of moderate high and extreme.
- c) The case study must be generated and formally communicated within the OU/BU within five (5) working days after finalising the investigation report (5 days from date of signature).
- d) For fatalities, the OU/BU must, within seven working days after the initial presentation of the incident at the executive committee, compile and forward the case study to Sustainability Systems, where after it will be communicated Eskom wide. The OU/BU must ensure that all case studies are published on an Eskom publication site, for example, Hyperwave.

4. Guidance to chairpersons during disciplinary hearings related to occupational health and safety incident management

In addition to the above outlined procedural requirements, non-compliance to any of the following will be treated as violation of the procedure:

- a) If misleading information is deliberately supplied or information is deliberately withheld.
- b) If evidence is wilfully withheld, removed, disturbed, tampered with or distributed without the relevant permission.
- c) If a witness or any person involved in the incident investigation process is victimised or intimidated.
- d) If notification of the incident is not given within the specified time frames.
- e) If prioritisation of the incident is deliberately or wilfully manipulated to indicate a lower priority.

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- f) If any incident is not fully investigated within the time frames specified.
- g) If incidents are deliberately classified wrongfully.
- h) If any incident is not recorded.
- i) If corrective actions are not implemented within the time frames agreed and captured in SAP EH&S.
- j) If the effectiveness of corrective actions is not assessed within the required time frames.

Note 1: The collection of evidence for the purpose of the disciplinary process must be conducted separately from the occupational health and safety incident investigation process.

Note 2: The disciplinary process must collect its own evidence.

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5. Acceptance

This document has been seen and accepted by:

- OHS Steering Committee.
- Risk and Sustainability Management Committee.

6. Revisions

Date	Rev.	Compiler	Remarks
March 2021	9	M Zondi	• Procedure reviewed due to request from business.
June 2018	8	M Zondi	• Inclusion of the Full Time Health and Safety Representative in OHS Investigation as committee members.
October 2017	7	M Zondi	• Align to current business requirements, e.g. Management of Occupational Diseases, review classification of incidents. • Exclusion of environmental requirements from the document.
November 2015	6	SN Middel	Clarification required as requested by the Legal Department with regard to the investigation process into cases of serious incidents and fatalities in so far as alignment with the employer investigation and the corporate investigation process. To clarify the corporate investigation process for incidents where no injuries occurred or in the case of third party investigations with serious consequences for the business.
April 2015	5	SN Middel	OHS Steering Committee raised a concern regarding the practicality of managing incidents at the operational level as some of the processes are complex. This initiated a procedure review.

7. Development Team

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- As per the list below.

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1. Introduction

Eskom has adopted a value of Zero Harm. This requires all business to be conducted with respect and care for people and the environment. Safety, health, environment, and quality (SHEQ) management is an important part of all operations within Eskom and exists to prevent harm to both people and the environment.

OHS risk assessment process ensures that Eskom can proactively identify, predict, evaluate, and control the actual and potential impact Eskom may have on the health, safety, environment, socio-economic conditions, and cultural heritage of the country. The risk assessment process allows for the hazards, risks, causes, and consequences to be identified and controlled. In turn, this will minimise the negative impact and maximise the benefits of its activities. This promotes compliance with legal requirements and principles of occupational health and safety.

2. Supporting clauses

2.1 Scope

2.1.1 Purpose

This document describes the mandatory processes, requirements, and advisory guidance for managing occupational health and safety hazards and risks. The aim of this procedure is to ensure and facilitate the effective management of hazards and risks.

Compliance with this procedure is mandatory in its area of applicability.

2.1.2 Applicability

This document shall apply throughout Eskom Holdings SOC Limited, its divisions, subsidiaries, and entities in which Eskom has a controlling interest. In cases where Eskom does not have a controlling interest, this procedure shall apply if no such similar document exists.

2.2 Normative/Informative References

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

2.2.1 Normative

- [1] 240-49308149: Process Control Manual for Occupational Health and Safety Management
- [2] 240-114036246: Occupational Hygiene Health Risk Assessment Work Instruction
- [3] 240-84733329: Medical Surveillance Procedure
- [4] 32-477: SHE Training and Development Procedure
- [5] 32-6: Document and Records Management Procedure
- [6] 32-136: Contractor Health and Safety Requirements
- [7] 32-726: SHE Requirements for the Eskom Commercial Process

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- [8] 240-62582234: OHS Roles and Responsibilities and Statutory Appointments
- [9] 32-391: Eskom Integrated Risk Management Standard
- [10] 32-124: Eskom Fire Risk Management
- [11] 32-86: Enterprise Risk and Resilience Policy
- [12] 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy
- [13] 32-86: Enterprise Risk and Resilience Policy
- [14] ISO 9001: Quality Management Systems
- [15] ISO 31000:2009: International Risk Management Standard
- [16] ISO/IEC Guide 73:2009: Vocabulary for Risk Management
- [17] MHS Act: Mine Health and Safety Act 29 of 1996
- [18] OHS Act: Occupational Health and Safety Act 85 of 1993
- [19] ISO 45001: Occupational Health and Safety Management Systems, Requirements.

2.3 Definitions

2.3.1 Assurance

Assurance is a process that provides confidence that objectives will be achieved with a tolerable level of residual risk.

2.3.2 Communication and consultation

Continual or iterative process that an organisation conducts to provide, share and/or obtain information, and to engage in dialogue with stakeholders regarding the management of risk.

2.3.3 Consequence

Outcome of an event/exposure affecting objectives.

2.3.4 Contractor

External organisation providing services and/or goods to the organisation in accordance with agreed specifications, terms, and conditions.

Note 1: Services may include construction activities, among others.

2.3.5 Control

Measure that is modifying risk.

Note 1: Controls include any process, policy, device, practice, or other actions that modify risk.

Note 2: Controls may not always exert the intended or assumed modifying effect.

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2.3.6 Control owner

Person nominated as accountable for the assurance of the control to ensure that both the design and the operation of the control are effective. The names of control owners are recorded in risk registers.

2.3.7 Employee

A person who has entered into, or works under, a contract of service, apprenticeship, or learnership with an employer, whether the contract is express or implied, oral, or in writing, whether the remuneration is calculated by time or work done, and paid for in cash or in kind, or tacitly (by tacit agreement), and includes cases where such a person is under the control, instruction, and supervision of his/her employer, namely:

a permanent employee, which includes:

a full-time employee;

a part-time employee;

a shift worker; and

a person referred to as a learner (18.1) or an apprentice in the Conditions of Service for Bargaining Unit Employees;

a non-permanent employee, which includes:

a person placed through a TES (includes a labour broker/personnel agency);

a temporary employee;

a casual employee employed for the purpose of the employer's business;

an occasional employee;

a vacation student;

any person employed in terms of a fixed-term contract, and

a person under a learnership contract (18.2); and

a bursary holder while under the supervision and/or direction of an employer.

2.3.8 Employer

Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her. The employer is Eskom Holdings SOC Limited and not the section 16(1) or section 16(2) appointee. The Act stipulates that a section 16(1) appointee is required to ensure that the duties of the employer (Eskom, in this instance) are properly discharged. The section 16(1) appointee accordingly assigns his/her duties (that is, to ensure that the duties of an employer are properly discharged) to the section 16(2) appointee (s). Business unit responsible managers assist with ensuring that the duties of the OHS Act are carried out.

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2.3.9 Event

Occurrence of, or change in, a particular set of circumstances.

2.3.10 Exposure

Extent to which an organisation is subjected to an event.

2.3.11 External context

External environment in which the organisation seeks to achieve its objectives.

2.3.12 Frequency

Measure of the likelihood of an event, expressed as a number of events or outcomes per defined unit of time.

2.3.13 Hazard

Potential source of harm.

2.3.14 Hazard identification

Process of finding, recognising, and describing hazards.

2.3.15 Incident

Occurrence arising out of, or in the course of, work that could or does result in injury and ill health.

2.3.16 Injury and ill health

Adverse effect on the physical, mental, or cognitive condition of a person.

Note 1: These adverse effects include occupational disease, illness, and death.

2.3.17 Internal context

Internal environment in which the organisation seeks to achieve its objectives.

2.3.18 Level of risk

Magnitude of a risk expressed in terms of the combination of consequences and their likelihood.

2.3.19 Likelihood

Chance of something happening.

2.3.20 Line management

Means any employee in a leadership position from executive to supervisory level. This includes appointed responsible managers.

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2.3.21 Monitoring

Continuous checking, supervising, critically observing, or determining the status in order to identify change from the required or expected level of performance.

2.3.22 Occupational health and safety opportunity

Circumstance or set of circumstances that can lead to improvement of OH&S performance.

2.3.23 Occupational health and safety performance

Performance related to the effectiveness of the prevention of injury and ill health to workers and the provision of safe and healthy workplaces.

2.3.24 Occupational health and safety risk

Combination of the likelihood of occurrence of a work-related hazardous event(s) or exposure(s) and the severity of injury and ill health that can be caused by the event(s) or exposure(s).

2.3.25 Occupational health risk assessment

It is a systematic procedure to identify potential health hazards, evaluate the extent of exposure (for example, occupational hygiene surveys) and establish the need for and methods of control (for example, engineering at the source, administrative control and provision of proper personal protective equipment [PPE]).

2.3.26 OEL (Occupational Exposure Limits)

Limit value set by Minister of Labour for a stress factor in the workplace as stipulated in the *Government Gazette*.

2.3.21 Occupational health assessments

Are risk-based examinations (which may include clinical examinations, biological monitoring, or medical tests) of employees by an occupational health nurse or in prescribed cases, by an occupational medicine practitioner.

The objectives:

- To evaluate whether the hazards that the employees is/was exposed to is/has caused an occupational disease or not.
- To evaluate whether the employee is fit, fit with restrictions, or unfit to perform the inherent requirements of the job.

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2.3.27 OHS steering committee

Functions as a governance body responsible for, and playing a significant role in, making recommendations to Sustainability Systems, Exco subcommittees, and the organisation of OHS management matters.

2.3.28 Operating unit (OU)/Business Unit (BU):

In the context of this document, any reference to an OU/BU includes a defined unit within any Eskom division and its subsidiaries.

2.3.29 Probability

Measure of the chance of occurrence expressed as a number between 0 and 1, where 0 is impossibility and 1 is absolute certainty.

2.3.30 Residual risk

Risk remaining after risk treatment.

2.3.31 Responsible manager

A manager of a department, section, or OU/BU who has been appointed as part of the Eskom delegation of authority process with the aim to assist the applicable 16(2) appointee in executing his/her duties in terms of the Occupational Health and Safety Act.

2.3.32 Review

Activity undertaken to determine the suitability, adequacy, and effectiveness of the subject matter to achieve established objectives.

2.3.33 Risk

A chance that injury, ill health, or damage could occur as a result of an uncontrolled hazard.

Effect of uncertainty on objectives.

A risk with a negative consequence can be the result of human interaction with a hazard.

Note 1: An effect is a deviation from the expected – positive and/or negative.

Note 2: Objectives can have different aspects, such as financial, health and safety, and environmental goals and can apply at different levels such as strategic, organisation-wide, project, and product and process levels.

Note 3: Risk is often characterised by reference to potential events, a consequence or a combination of these and how they can affect the achievement of objectives.

Note 4: Risk is often expressed in terms of a combination of the consequences of an event or a change in circumstances and the associated likelihood of an occurrence of the risk.

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2.3.34 Risk acceptance

Informed decision to take a particular risk.

2.3.35 Risk analysis

Process to comprehend the nature of risk and to determine the level of risk.

2.3.36 Risk assessment

Overall process of hazard and identification, risk analysis, and risk evaluation.

2.3.37 Risk evaluation

Process of comparing the results of the risk analysis to risk criteria to determine whether the level of risk is acceptable or tolerable.

2.3.38 Risk management

Co-ordinated activities to direct and control an organisation with regard to risk.

2.3.39 Risk management framework

Set of components that provide the foundations and organisational arrangements for designing, implementing, monitoring, reviewing, and continuously improving the risk management processes throughout the organisation.

2.3.40 Risk management information system

The database operated by Eskom that holds all risk management information, including all risk registers, risk treatment plans, and risk management plans.

2.3.41 Risk management plan

Document in the risk management framework, specifying the approach to, the management elements of, and resources to be applied to the management of risk.

2.3.42 Risk management process

Systematic application of management policies, procedures, and practices to the tasks of communicating, consulting, establishing the context, identifying, analysing, evaluating, treating, monitoring, and reviewing risk.

2.3.43 Risk matrix

Tool for ranking and displaying risks by defining ranges for the consequences and likelihood.

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2.3.44 Risk owner

Person with the accountability and authority for managing the risk and any associated risk treatment. With regard to Occupational Health and Safety, and in line with the OHS Act, designated 16(1) and 16(2) appointees have this accountability. This includes the responsible manager as defined in 240-62582234: OHS Roles and Responsibilities and Statutory Appointments Standard.

2.3.45 Risk profile

Description of a set of risks.

2.3.46 Risk register

Record of information about identified risks.

2.3.47 Risk reporting

Form of communication intended for particular internal or external stakeholders to provide information about the current state of risk and its management.

2.3.48 Risk sharing

Form of risk treatment involving the agreed distribution of risk with other parties.

2.3.49 Risk tolerance

Organisation's readiness to bear the risk after risk treatment in order to achieve its objectives.

2.3.50 Risk treatment

Process of developing, selecting, and implementing measures to modify risk.

2.3.51 Safety/OHS professional

Any appropriately qualified person who is employed to perform OHS-related activities as his/her primary role and job function. (This would exclude statutory health and safety representatives.)

2.3.52 SHEQ committee

A SHEQ committee is a governance structure that is established and governed by a terms of reference to address and decide on all OHS, environmental, and quality issues presented to it for a particular defined area of the business and includes subcommittees, where applicable. To accommodate the variations of names across the organisation, this committee includes committees at divisional, operating, and BU level that address OHS, environmental, and quality issues, for example, health and safety committees, OHS committees, SHE committees, etc.

2.3.53 Stakeholders

The people and organisations that may affect, be affected by, or perceive themselves to be affected by, a decision or activity.

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2.3.54 Task owner

The person nominated as accountable for the completion of a risk treatment action.

2.3.55 Workplace

Any premises or place where a person performs work in the course of his/her employment, including a private home or portion of it in the case of telework, a vehicle, aircraft, boat, or vessel.

2.4 Abbreviations

Abbreviation	Explanation
AIA	Approved inspection authority
BU	Business Unit
CBRA	Contractor Baseline Risk Assessment
COID Act	Compensation for Occupational Injuries And Diseases Act, 1993 (act no. 130 of 1993)
HAZOP	Hazards of Operations
HIRA	Hazards Identification And Risk Assessment
IRM	Integrated Risk Management
ISO	International Standards Organisation
LTIR	Lost-time Injury Rate
OEL	Occupational Exposure Limits
OH	Occupational Hygiene
OHS	Occupational Health And Safety
OHS Act	Occupational Health And Safety Act 85 of 1993
OHS SC	Occupational Health And Safety Steering Committee
OU	Operating Unit
RACI	Responsible, Accountable, Consulted, And Informed
SHE	Safety, Health, And Environment
SHEQ	Safety, Health, Environmental, And Quality
SMAT	Safety Management Audit Technique
SOC	State Owned Company
SOPs	Safe Operating Procedures
SS	Sustainability Systems
SWPs	Safe Work Procedures

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2.5 Roles and responsibilities

Eskom and its subsidiaries shall take all reasonably practicable steps to manage risks to an acceptable level.

2.5.1. Risk and Sustainability Division

Risk and Sustainability Division's Sustainability is responsible for providing support to divisions in terms of the interpretation and understanding of the legal and procedural requirements of this procedure. The division is responsible for the maintenance and review of this procedure and to ensure that there is a standard and common understanding of the OHS risk assessment process.

Risk and Sustainability Division shall ensure that this procedure is complied with through conducting inspections and reviews to measure compliance.

2.5.2. General manager (Risk and Sustainability)

The general manager (Risk and Sustainability) is accountable for the overall direction and function of Eskom's risk management programme and reports back directly to the holdings board, through the Board Risk Management Committee.

The Risk and Resilience Strategic Function has developed a common Eskom Enterprise Risk and Resilience framework, supported by appropriate methodologies, one common language, and an executive sponsor (GE – Risk and Sustainability).

2.5.3. Line managers - Responsible managers

The responsible managers of the various OUs, service functions, and strategic functions in Eskom are responsible for, and committed to, the implementation of the OHS risk management standards, including the Occupational Health and Safety Risk Assessment Procedure. These aspects include co-ordinating the risk management strategy, ensuring compliance with these standards, and the planning and implementation of the procedure in their OUs, service functions, and strategic functions, as well as projects.

Responsible managers are responsible for the development of baseline OHS risk assessments and all other associated risk assessments for all activities and processes in their OUs, the implementation of risk treatment plans, and for ensuring that risk registers are kept up to date. Responsible managers are responsible for ensuring that all OHS risks that need intervention from senior and executive management are logged on the Integrated Risk Management system, with appropriate actions uploaded to mitigate those risks. In addition, all OHS risks that have an impact on the department, OU/BU, divisional or business achieving its objectives shall be assessed and tracked through the Integrated Risk Management system.

The responsible managers are responsible for the monitoring and review of OHS risks, the assurance of controls, and the completion of risk treatment tasks.

- Risk owners (16(1) and 16(2) appointees and those delegated with authority, for example, OU/BU Responsible managers) are responsible for ensuring that the assessment of that risk is up to date and is properly recorded in risk registers.
- Control owners should ensure that appropriate and periodic assurance takes place to check that the controls on which the organisation relies are in place, are effective, and cannot be cost-effectively improved.
- Task owners will have treatment actions to complete by an agreed date. Of course, these tasks can be delegated, but the accountable manager will remain fully responsible for their completion.

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2.5.4. Line managers – Supervisors

Supervisors including direct supervisors, senior, middle and “junior” managers are responsible for, and committed to, the implementation of the OHS risk management standards; including the Occupational Health and Safety Risk Assessment Procedure. They shall assist responsible managers by implementing the requirements of this document through facilitation of risks assessment development sessions and implementing the treatment plans and actions. They shall ensure that subordinates are trained on the risk assessment and participate where possible in the risk assessment process.

Supervisors shall ensure that all work activities and tasks are subjected to a risk assessment process and that issue-based and continuous risk assessments are conducted, documented, and reviewed when necessary. Supervisors are responsible for ensuring that all employees under their supervision are included in an active medical surveillance programme depending on the occupational stressors or hazards they are exposed to.

2.5.5. Employees

Employees are responsible for their own health and safety and the safety of their colleagues in accordance with the requirements of section 14 of the OHS Act 85 of 1993. They are responsible for complying with the requirements of this document and the outcome of any risk assessment process.

Employees are responsible for assisting the employer with identification of hazards and risks in the workplace. They shall report all health and safety hazards and risks to the employer and/or health and safety representatives.

2.5.6. Project and contract managers

Project managers and contract managers are responsible for ensuring that OHS risk assessments are conducted during the design phases of the project and for ensuring that baseline risk assessments are conducted for all projects including non-construction work and construction activities in their OUs. Project managers should ensure that all contractors working on the projects are informed of, and comply with, Eskom's risk assessment requirements prior to the commencement of construction as well as during construction and prior commencement of work and during performance of the work for non-construction activities.

2.5.7. Safety/OHS professionals

OHS personnel on site are responsible for providing support within their OUs/BUs, service functions, and strategic functions in terms of the interpretation and understanding of the requirements of this procedure for their specific processes and activities. They will have to ensure assurance through the periodic verification of control measures and their effectiveness. OHS personnel are also responsible for assisting and supporting responsible managers in fulfilling their duties by providing necessary advice, expertise, and administrative support where required and agreed to by both parties.

2.5.8. Joint ventures

There may be occasions when Eskom and other organisations combine resources to carry out a joint venture. Unless otherwise stipulated, where the work is to be managed jointly with a joint venture partner, the requirements imposed on the responsible manager in this procedure will also apply to the joint venture and will also be indicated in the memorandum of understanding as such, unless the joint venture contractual agreement specifies, in writing, the health and safety arrangements as required in terms of section 37.2 (if applicable) of the OHS Act.

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2.6 Process for monitoring

The SS OHS Department and Safety Professionals are responsible for providing guidance on the risk management process. Line management with assistance from safety/OHS professionals is responsible for the day-to-day co-ordination of risk management activities and information sharing between OU, service, and strategic functions.

Compliance with the requirements of this procedure has to be reviewed internally by the OU, service function, and/or strategic function at least annually as part of an internal review process.

Records shall be audited internally and externally by any authorised entity, which include Eskom Assurance and Forensic and external certification bodies. The focus areas of this monitoring process will include training in OHS risk assessment, previous risk assessment reviews, general adherence to the OHS risk assessment process, and determining the adequacy of risk assessment.

2.7 Related/Supporting documents

- [1] 240-70044602 Occupational Health and Safety Risk Assessment template
- [2] 240-114036246 Occupational Hygiene Health Risk Assessment (HRA) Work Instruction (Issue-based/Task-specific assessment)
- [3] 240-129709629 Fire Risk Assessment Template
- [4] 240-106061693 Public Safety Risk Assessment Template

3. Occupational health and safety risk assessment

3.1 Risk management in Eskom

Risk management in Eskom is governed by the Eskom Enterprise Risk and Resilience Policy 32-86. This policy sets out the principles, rules, and associated responsibilities for managing risk and resilience across all the groups, divisions, and subsidiaries of Eskom Holdings SOC Ltd and calls for one standard to be used when managing all types of risks in Eskom. It is aligned with the governance requirements of in King IV.

The Integrated Risk Management Framework and Standard 32-391 is a document that describes the process for managing risk in Eskom and is based on the ISO 31001 management system.

Section 8 of the OHS Act and related regulations require an employer to provide a work environment that is free from health and safety hazards and risks. Thus, the need exists for a proper OHS risk assessment process for identification, assessment, and control of occupational hazards and risks. The OHS risk assessment process shall follow the framework set out in the Eskom Integrated Risk Management Framework and Standard.

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3.2 Types of occupational health and safety risk assessments

3.2.1 Baseline risk assessment

- Baseline risk assessment refers to the OHS hazards and risks that are identified and assessed before the inception of a new project and commencement of operations. The baseline risk assessment shall include both routine and non-routine tasks.
- The output of baseline risk assessments is a set of OHS risk profiles per operation and/or process and/or activity, which is used to prioritise action programmes.
- The OHS Baseline Risk Assessments Template 240-70044602 shall be the tool used to perform baseline risk assessments within Eskom Holdings.

a) Project baseline risk assessments

i. Client risk assessment

- The OHS Act, Construction Regulations 5.1(a), (b), (c), (d), (e), (f), (g), and (h) require the client to prepare a baseline risk assessment and site-specific health and safety specifications based on the baseline risk assessment for consideration by the designer during the project design phase. It also requires the client and the designer to provide the principal contractor or his or her agent with any information that might affect their health and safety while performing work on behalf of the client.
- The baseline risk assessment and health and safety specifications should be submitted as part of the tender documents and during negotiations, so that the potential contractor can make provision for the cost of health and safety measures during construction.
- A multidisciplinary risk assessment needs to be performed during the planning or design phase of the project, so as to eliminate hazards and implement OHS engineering controls before the project is executed among other controls that will enhance our ability to achieve the desired objectives.
- Baseline risk assessments should take into consideration hazards and risks that could have an impact beyond the site borders as well as external factors that could affect the health and well-being of persons on site and employees off site (for example, roads).
- The baseline risk assessment should include occupational/environmental stressors and hazards, or any other factors that have the potential for affecting employees or contractors health so that an occupational hygiene and medical surveillance programme can be developed and implemented.
- The baseline risk assessment shall be used to develop project health and safety specifications. Where a construction work permit is required, the baseline risk assessment and health and safety specifications shall be attached as part of the application.
- The baseline risk assessment must be periodically reviewed based on, for example, project life-cycle changes, incident trend analysis or changes to the scope of work, and newly introduced risks due to residual risks.

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ii. Contractor baseline risk assessment (CBRA)

- The contractor shall, based on the client risk assessment, develop a baseline risk assessment for all planned activities, which shall form part of the OHS plan submitted to the client.
- The CBRA will be an essential consideration during the tender evaluation/adjudication/negotiation and/or clarification processes before the contract is awarded.
- A CBRA must be carried out for all planned project elements/activities/tasks regardless of the frequency and duration with which those tasks are expected to be carried out.
- The CBRA must be periodically reviewed based on, for example, changes to the scope of work, changes to work methods/procedures/equipment, organisational changes (including personnel), incident trend analysis, or new/revised technology.
- The CBRA should include occupational/environmental stressors and hazards or any other factors that have the potential for affecting employees' health. An occupational hygiene and medical surveillance programme should be included in the SHE plan.
- The CBRA shall be submitted to the client at the agreed times.

b) Baseline risk assessments for routine tasks

- Baseline risk assessments need to be developed for routine activities that the business performs on a daily basis. These will assist the business in developing treatment measures, such as standard operating procedures or work instructions to reduce the hazards and risk attached to these activities.
- Occupational exposures with potential health effects must be identified, assessed, documented, controlled, and communicated.
- The hazards and control measures from this baseline risk assessment shall be communicated to all affected employees, so as to inform them of hazards attached to the work they are to perform.
- The hazards identified from this baseline shall be incorporated in employee person-job specifications, so that they can be conducted along with occupational medical assessments.
- This baseline risk assessment shall be reviewed periodically based on, for example, changes in the scope of work, new technology, etc.

3.2.2 Issue-based risk assessments

- Although most standard activities should already be covered by a baseline risk assessment, the circumstances surrounding the activities may vary from day to day. Therefore, each task or activity needs to be assessed and analysed before work starts.
- Issue-based risk assessment can also be conducted for a specific hazard, for example, fire risk assessment.

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- All relevant stakeholders need to be involved when an issue-based risk assessment is conducted.
- Issue-based risk assessment looks at assessing the risks attached to each activity and hazard; for instance, if chemicals were identified as part of the baseline risk assessment, the task-specific risk assessment needs to assess and analyse each chemical individually.
- If there is no baseline risk assessment, the issue-based risk assessment must cover all aspects of the job, the core activity, as well as the circumstances.
- Issue-based risk assessment needs to be performed before every activity or task and it shall be informed by the baseline risk assessment.
- The issue-based risk assessment is essential for the development/review of SOPs/SWPs, method statements, critical task manuals, emergency plans, and so forth, as it addresses work-specific hazards and risks.
- On construction projects, the contractor shall conduct the issue-based risk assessments and submit them to the client before the commencement of work.
- The client shall sign an acknowledgement that risk assessments have been reviewed. However, this does not absolve the contractor of his/her duties in terms of the OHS Act.

a) Pre-task (daily) risk assessment

- As part of the issue-based risk assessment, there is a requirement that a pre-task risk assessment be conducted before any task, as circumstances may change, for example, the weather and site location.
- The pre-task risk assessment is also required as part of the work permit, required by the Life-Saving Rules, Operating Procedures for High Voltage Systems (ORHVS), and Plant Safety Regulations (PSR).
- The pre-task risk assessment shall be completed as part of the pre-job planning processes by the responsible and authorised person(s), together with all the people who will perform the task.
- The pre-task risk assessment shall be conducted at the location where the activity takes place to ensure that all circumstances can be evaluated properly.
- All people who participate in the activity must be trained on the contents of the risk assessment to ensure that they understand the hazards associated with the task.
- A qualitative, simple checklist method is advisable for a pre-task risk assessment, as staff at all levels in the organisation should be able to perform this task with quality. As a minimum, the checklist should consider the following areas:
 - Work area
 - Unsafe conditions
 - Environmental conditions
 - Condition of PPE, tools, and equipment

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- Ergonomic risks
 - Personal risks, health conditions
 - Emergency response risks
 - Work permit (ORHVS, PSR)
- When circumstances change during the course of the activity, activities must be stopped and risk assessments must be updated and discussed with all involved in the task.

3.2.3 Continuous risk assessment

Occupational health and safety risk assessments should take place continuously, as an integral part of day-to-day health and safety management. This form of risk assessment is an important tool for ensuring the reduction of OHS hazards and risks in the workplace, as it addresses day-to-day changes in the activity.

It is the duty of employees and supervisors to ensure that effective continuous risk assessment actually takes place in the workplace. Continuous risk assessment includes tool box talks, behavioural observation, task observations, supervisor, inspections, etc, which are an integral part of the OHS risk management process. The employer must ensure that all employees are competent to perform continuous risk assessments.

3.2.4 Occupational Hygiene Hazard Identification and Risk Assessment (OH HIRA)

The OH HIRA shall be conducted for all activities and processes, by a person who in respect of conducting HIRA for occupational hygiene stress factors, has:

- a) at least two years' experience in conducting risk assessments;
- b) have successfully completed Eskom training for OH HIRA through the Eskom Academy of Learning (EAL);
- c) required knowledge in accordance with the OSH Act and the relevant regulations; and
- d) comprehensive knowledge of the Occupational Hygiene Hazard Identification and Risk assessment Work Instruction (240-114036246).

The OH HIRA shall consider, but not be limited to:

- a) the Hazardous Chemical Agent (HCA) to which an employee may be exposed;
- b) what effects the HCA can have on an employee;
- c) where the HCA may be present and in what physical form it is likely to be;
- d) the route of intake by which and the extent to which an employee can be exposed; and
- e) the nature of the work, process, and any reasonable deterioration in, or failure of, any control measures.

Occupational health risk assessments shall be developed according to the 240-114036246: OH HRA Work Instruction (Issue-based/Task-specific assessment) guideline.

The outcome of the OH HIRA shall inform the implementation requirements for OH monitoring programme and medical surveillance programme, and to also recommend exposure control measures such as elimination/substitution, engineering, administrative, and PPE control measures.

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Where exposure is anticipated to exceed the maximum limit (control limit), the control of the exposure shall be regarded as adequate if the exposure is at a level as low as is reasonably practicable below that maximum limit (control limit); provided that in the case of temporary excursions above the maximum limit (control limit), measures shall be put in place to ensure

- i. that the excursion is without a significant risk from exposure; and
- ii. that the excursion is not indicative of a failure to maintain adequate control.

3.3 Occupational health and safety risk assessment process

Note: Before conducting risk assessments, proper planning and preparation shall be done.

3.3.1 Communication and consultation

- Conduct a stakeholder analysis to define the relevant stakeholders, their roles, and communication needs.
- Stakeholder analysis shall include internal and external stakeholders relevant issues that can have an impact on the health and safety of employees, including risks and opportunities presented by those issues.
- Identify who is exposed to risks, who is responsible and accountable for the management of risk (risk owner), who needs to be included in the risk analysis process, and who needs to be consulted and informed.
- Communicate information on OHS risks and opportunities to management, the employees, and other affected stakeholders.

3.3.2 Hazard identification

- Determine the scope, purpose, or objective of risk assessment, which can include walk-through inspections, incident analyses, etc.
- List all the activities that are to be performed by the business, taking into account routine and non-routine activities, potential emergency situations, third-party stakeholders, such as the community, and other social factors.
- Identify hazards or stress factors that have an impact on the health and safety of employees, the environment, and third-party stakeholders. Note: hazards are generally tangible and can be seen, heard, felt, measured, smelt, or determined through the use of one's senses.
- The hazard identification process shall take into account, but not be limited to:
 - how work is organised, social factors (including workload, work hours, victimisation, harassment, and bullying), leadership, and the culture of the organisation;
 - how the work is performed;

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- past relevant incidents, internal or external to the organisation, including emergencies, and their causes; and
 - situations occurring in the vicinity of the workplace caused by work-related activities under the control of the organisation and situations not controlled by the organisation and occurring in the vicinity of the workplace that can cause injury and ill health to persons in the workplace.
- Classify the OHS hazards into one of these broad areas (but not limited to them):
 - Physical, for example, light, heat and cold, or vibration
 - Chemical, for example, hazardous substances, poisons, vapours, or dust
 - Biological, for example, plants, bacteria, parasites, or viruses
 - Mechanical/electrical, for example, working at height, or plant and equipment
 - Ergonomic, for example, posture, weight, or repetition
 - Psychological, for example, stress, boring/repetitive work, or violence/aggression

3.3.3 Risk identification

- Identify risks attached to listed hazards, and list the implications and causes of such risks.
- Describe the risks in terms of an event, changes in a situation, circumstances, and how these lead to consequences, for example, when you identify a risk of fire, it should also describe the source of the fire instead of only identifying the fire (fire caused by flammable liquid).
- Record the identified risks in the risk registers, with the following information:
 - A description of the risk, its possible cause, and consequence
 - The risk owner (typically a responsible manager)
 - The risk category (safety or health)

3.3.4 Assess and analyse (quantifying) risk

- This is a step where risks are analysed in order to determine the effectiveness of existing control measures and implement further control measures to minimise the consequences of those risks for the health and safety of employees and the environment.
- Both qualitative and quantitative techniques can be used to assess and analyse risks, for example, qualitative incident investigation reports or quantitative data/measurements.
- Assessing and analysing the risk will be using these steps, a) determine existing controls (RCE), b) determine consequence rating, and c) determine likelihood rating.

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3.3.5 Determine existing controls

- Determining existing controls is done to assess OH&S opportunities to enhance OH&S performance, while taking into account planned changes to the organisation, its policies, its processes, or its activities and opportunities to adapt work, work organisation, and work environment to workers, opportunities to eliminate hazards, and reduce OH&S risks.
- OH&S risks and OH&S opportunities can result in other risks and other opportunities for the organisation.
- Existing controls are recorded through walk-throughs, inspections, records, interviews, and observations.
- Controls will include systematic controls and elimination, engineering, administrative, or PPE controls.
- Risk Control Effectiveness (RCE) will be estimated during risk analysis, taking into account both the adequacy and effectiveness of controls. RCE will be a measure of the completeness, relevance, and efficacy of the existing controls when compared with that which is reasonably achievable.
- RCE will be rated using the guide in the table below. RCE will be estimated for each control taking into account both the adequacy and effectiveness of each control in light of the objectives of that particular control.
- Elaborating on existing controls and measuring the effectiveness of these controls, treatment tasks will be created in an endeavour to enhance controls for controls that were not fully effective and others that included control tasks to enhance the ineffective controls.

RCE	Guide
Fully effective	Nothing more to be done except review and monitor the existing controls. Controls are well designed for the risk, are largely preventive and address the root causes. Management believes that they are effective and reliable at all times. Reactive controls only support preventive controls.
Mostly effective	Most controls are designed correctly and are in place and effective. Some more work to be done to improve operating effectiveness or management has doubts about operational effectiveness and reliability of the controls.
Mostly ineffective	While the design of controls may be largely correct in that they treat most of the root causes of the risk, they are not currently operationally very effective. There may be an over-reliance on reactive controls, or some of the controls do not seem correctly designed in that they do not treat root causes.
None	Virtually no credible control. Management has no confidence that any degree of control is being achieved.

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3.3.6 Determine consequence rating

When determining the consequences of the risk, take into account existing controls and their adequacy and effectiveness.

Consequence rating	Description
Health and safety	
6	Multiple fatalities
5	Fatality or life-threatening health effects
4	Lost-time injury; irreversible health effects/occupational disease with permanent consequence
3	Medical treatment case; occupational disease with reversible/non-permanent effect
2	First-aid treatment case and temporary discomfort case
1	No injuries or health effects (near misses)

3.3.7 Determine likelihood rating of risk

The likelihood considers the probability that the consequences will be experienced as well as the frequency of exposure to the hazard.

This is determined by using the likelihood table below:

Score	Descriptor	Safety	Occupational hygiene	
			Exposure	Probability of exceeding OEL
A	Highly unlikely	- More than a "100 year event" - Exceptionally unlikely, even in the long-term future < 5% probability.	Rare (once a year)	No exposure (or exposure < 10% of OEL)
B	Unlikely	- Could occur in "years to decades" - May occur but not anticipated ≥ 5% and < 20% probability.	Short periods of time, a few times per day/ intermittent (once in six months, three months, or a month)	Low exposure (< 50% of OEL)

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C	Possible	- Could occur within "months to years" - May occur shortly but a distinct probability it will not, or $\geq 20\%$ and $< 70\%$ probability.	Continuous for between one and two hours (often/weekly)	Moderate exposure (chronic exposure $> 50\%$ of OEL or acute exposure $\geq$ OEL)
D	Likely	- Could occur within "weeks to months" - Balance of probability will occur $\geq 70\%$ and $< 90\%$ probability.	Continuous for between two and four hours (frequent/daily)	High exposure (chronic exposure $>$ OEL, or exposure exceeding OEL-STEL)
E	Unavoidable	- Could occur within "days to weeks" - Impact is imminent $\geq 90\%$ probability.	Continuous for eight-hour shift	Very high exposure (chronic exposure $> 2 \times$ OEL or exposure exceeding OEL-C)

3.3.8 Determine risk rating

Plot the consequence and the likelihood on the risk matrix below to determine the risk priority level.

Consequences	6	I	I	I	I	I
	5	II	II	II	I	I
	4	III	III	II	I	I
	3	IV	III	II	II	I
	2	IV	IV	III	II	II
	1	IV	IV	III	III	III
		A	B	C	D	E
		Likelihood				

3.3.9 Evaluate risk

- Rank the risks in different categories based on the level of risk that has been determined as well as the effectiveness of the current risk controls, that is, very high, high, medium, or low, using the qualitative method below:

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Priority	Risk ranking	Action required
I	Very high	Immediate action required.
II	High	Strong mandatory action required
III	Medium	Action required, possibly at administrative level.
IV	Low	Minor or no action required.

- Test the identified risk against safe limits, internal requirements, and external requirements, including legislation and other requirements, limits, and conditions of authorisations issued for that activity, and any other possible requirements to ascertain whether the risk exists or not.
- Depending on the risk ranking, determine the degree of control and tolerance against the defined limits.
- Determine whether the risk is acceptable; if acceptable, no further assessment is required.

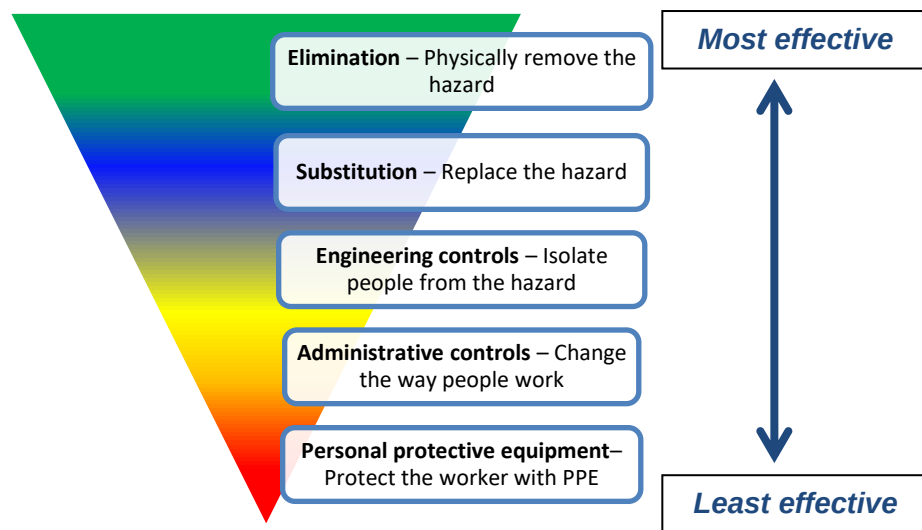
3.3.10 Eliminate and reduce risk

- Develop a risk management strategy to treat the impact, consequence, and/or likelihood/exposure of assessed risks.
- Establish the actions to be taken (controls), where the highest-order type of preventive measure will be the most effective and sustainable.
- Different approaches can be taken that are aligned with the agreed risk-tolerance level. Consider treatment/hierarchy of control measures in terms of the following priorities when developing controls:

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- Risk elimination or avoidance: totally removing the risk.
 - Risk reduction: involves methods that minimise either the impact or the likelihood of a risk, or a combination of both.
 - Risk sharing/transfer: means causing another party to accept the risk fully, for example, by transferring the risk to a contractor who is better equipped to deal with the risk.
 - Risk tolerance or risk retention: involves accepting the risk as it occurs. This is a viable option for minor risks where the total “cost” of treatment exceeds the expected benefits in terms of loss reduction.
- A risk assessment shall form basis for the development and maintenance of the following:
 - Occupational hygiene programme
 - Medical surveillance programme
 - Persons job specifications
 - Training
 - PPE
 - Project baseline risk assessment
 - SOPs, SWPs, method statements, task manuals, etc.
 - Treatment plans
 - Audit schedule or protocols
 - Responsible managers shall discuss the outcome of the risk assessment and develop plans and make decisions on the residual risk.
 - The residual risk shall be reduced to the lowest level of rating where possible.

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3.3.11 Monitor risk

- On a continuous basis, review/reanalyse the identified risks and control measures at intervals determined by the applicable legislative requirements or if there is a change in the risk.
- During the review of the risk assessment incident statistics, behaviour observations, and inspection reports shall be reviewed to measure the effectiveness of controls.
- Treatment actions from risks shall be monitored, tracked, and reported on during management review meetings, SHE committee meetings.
- Where a frequency of review is not prescribed by specific regulations or standards, the risk assessment shall be reviewed every two years.

3.4 Report risk

- Document all assessment results irrespective of the risk rating.
- Risk assessments shall be discussed with all employees, and implementation of control measures is to be supervised.
- The risk assessment shall be reported to all affected stakeholders to ensure that corrective measures are implemented.
- The outcome of a risk assessment can be communicated through but not limited to the following:
 - OHS induction
 - Tool box talks
 - Emergency plans
 - Signage
 - Formal training
 - Procedures, guidelines, and standards

3.5 Training and support

A major component of implementation is the awareness and training of all staff members in the OHS risk management processes in Eskom. Divisions and projects should have a training plan that covers the following:

- Awareness briefings for all staff members
- Training for OHS personnel, line managers, project managers, and contractor managers in the principles of OHS risk management, line management responsibilities, and the use of risk assessment tools

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4. Acceptance

This document has been seen and accepted by:

- Risk and Sustainability Mancom
- OHS Steering Committee

5. Revisions

Date	Rev.	Compiler	Remarks
September 2009	0	S Seme	New procedure
August 2011	1	Pulane Raophala	This document was compiled to address the PCM in line with the objectives of the Back to Basics project. Changes to the document include alignment with the mapped business process.
June 2014	2	Ntokozo Ngubane	The document was due for revision and was developed to standardise the OHS risk assessment processes in Eskom and to align them with IRM.
March 2019	3	Ntokozo Ngubane	The document was reviewed to include the changes made to the Eskom Integrated Risk Management Standard and to incorporate Occupational hygiene health risk assessment work instruction requirements. Changes also include requirements from the ISO 45001 standard.
February 2021	4	Ntokozo Ngubane	The review was prompted by the requirement to log level 1 and 2 OHS risks on the IRM system under Roles and responsibilities. In the current review the requirement was reviewed to logging of risks that requirement management intervention and/or have an impact on objectives.
May 2022	5	Ntokozo Ngubane	The review done to remove requirement for logging 1 and 2 OHS risks on the IRM system which was left out during in some of the sections during revision 4 review.

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7. Acknowledgements

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**PEAKING OU
CONTRACTOR OHS&Q
MANAGEMENT PLAN**

Template Identifier: 240-56926886

Template Revision: 4

Template Review Date: Sep 2025

Unique Identifier: 167A/13846

Document Revision: 2

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**PEAKING OU
CONTRACTOR OHS&Q
MANAGEMENT PLAN
2024/25 to 2026/27**

Revision 2

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EXECUTIVE SUMMARY

Contractors play a major role at Eskom, and significant efforts are necessary to adopt and improve safe systems of work throughout the organization in order to ensure continuous improvement on safety performance in the quest for Zero Harm. Eskom relies heavily on contractors to provide specialized expertise and services for various scopes of work/projects. According to Eskom incident analysis, a considerable majority of work-related fatalities are due to contractor activities that are inherently involving high risk. This has highlighted the need for a greater emphasis on occupational health and safety (OHS) in contractor management.

Supplier quality management (SQM) is a critical activity for any business that relies on suppliers in the provision of their product or services. It involves managing, monitoring and responding to changes in the supplier's ability to fulfil customer's needs on time and to the agreed specifications (legal; statutes; regulatory; technical; product performance and client specific requirements).

The contractor Occupational Health Safety and Quality (OHS & Q) management plan describes the roles and responsibilities, the key focus areas, and the initiatives that will be prioritised over the short to medium term (three years) in line with the Peaking objective and targets as listed below:

- 1 Reduce contractor-related medical incidents from two to zero.
- 2 Reduce struck against/stuck, contact with fumes/electricity and wasp insect bites incidents by analysing the root causes contributing to the incidents encountered by the business.
- 3 Create a strong safety culture and improve workplace morale by strengthening partnership between the business and its employees through behaviour-based observations.

As a result, Peaking leadership should demonstrate commitment by taking the lead in implementing this Contractor OHS & Q Management Plan through developing a Business Unit specific action plan to implement this Peaking Contractor OHS & Q Management Plan. To ensure the success of the plan, relevant and applicable contractor and Eskom employees must be informed about the plan and execute their responsibilities and tasks at all levels.

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APPROVAL's PAGE

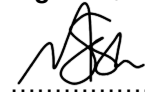
PEAKING OU CONTRACTOR OHS & Q MANAGEMENT PLAN 2024/2025 TO 2026/2027

This Contractor OHS & Q Management Plan has been accepted and approved by:

Name	Designation
Nathi Ndlovu	Risk and Assurance Manager
Avi Singh	General Manager (GM)

Signed off by:

Date:



2024-10-21

Avi Singh

General Manager (GM)

Policy Statement

"Information resources are Eskom business critical assets requiring a high level of protection. Sufficient measures commensurate with the risk must be taken to protect these information resources against accidental or unauthorized modifications, disclosure and/or destruction, as well as to assure the confidentiality integrity and availability of Eskom's information resources."

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1. INTRODUCTION

1.1 Scope of the Contractor OHS & Q Management Plan

This document was developed to proactively and effectively design feasible systems and procedures for managing Peaking contractor management process and, as a result, improve overall contractor health, safety and quality performance. The plan will be implemented over three years and will be reviewed annually to ensure compliance with Eskom, legal and other requirements and when necessary.

The requirements contained in this document shall apply throughout Peaking OU. The plan's effectiveness is dependent on competent resources, management commitment, and the availability of finances.

1.2 Supporting Documentation

This Contractor OHS & Q Management Plan - should be read in conjunction with the following documents:

1. ISO 9001	Quality Management System
2. ISO 14001	Environmental Management System
3. ISO 45001	OHS Management System
4. ISO 31000	Risk Management – Principles and Guidelines on Implementation
5. 240-112651496	Eskom OHS Strategy
6. 240-5430191841T	OHS Contractor Management Model
7. 240-56926886	Improvement plan
8. 32-136	Eskom Contractor Health and Safety Requirements Standard
9. 32-726	Contract and Contractor OHS Management

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1.3. Occupational Health, Safety and Quality background

As part of Eskom, Generation has a social, moral, and legal obligation to safeguard and protect people and assets, as well as to supply the country with dependable electricity, increase the economy, and improve people's lives. In terms of Generation's Eskom's Occupational Health and Safety (Fire Risk Management and Hygiene), Head office provides guidance and support in terms of advice, reporting and assurance, the Business Units have OHS & Q and other resources to manage day-to-day routine and compliance activities.

Managing supplier quality can bring many benefits to an organisation such as increase in product quality; boost bottom line; enhance business' performance and reputation. On the contrary, poor management of supplier quality can lead to lost sales, costly recalls, penalties for non-conformity or legal action.

1.4 Current state

In the past financial year, Peaking contractor performance was below the tolerance level; however, the number and nature of injuries continues to be a concern.

Peaking is on a journey towards achieving Eskom's Zero Harm value. Committed leadership, effective incident management, under-reporting of near-misses, non-compliance with policies, standards, and procedures, and gaps in risk management processes such as risk assessments, non-adherence to PPE and OHS training are just a few of the challenges that Peaking faces.

1.5 Contractor management OHS & Q key challenges.

Some of the key challenges are as follows:

1. Lack of accountability by contract custodians regarding effective management of occupational health and safety.
2. Poor processes and systems in terms of understanding and application of procedures, policies, and standards by BU.
3. Misalignment regarding human performance processes, with reference to human error prevention, defence in depth, safety culture, behavioural observations, and visible felt leadership.

1.6 Emergency work

The nature of the business sometimes creates conditions where emergency work must be performed and whenever this type of work is carried out, safety tends to be compromised.

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1.7 Constrained resources

Safety & quality may be neglected as a result of the business's need to use its resources as efficiently as possible due to resource constraints.

1.8 Contractor Safety & Quality culture

Although contractors carry out a variety of tasks, their financial viability takes precedence above their employees' safety & quality and Eskom also does not adequately monitor or oversee the work of contractors.

1.9 Emerging contractors/risks

Eskom is a State-Owned Corporation (SOC) that is anticipated to boost the economy of the country. This includes using emerging contractors that frequently lack a safety & quality conscious attitude while working for or on behalf of Eskom.

1.10 Strategic Objectives and Initiatives

The objective outlined below is aligned with the objective as mentioned in the Generation Improvement plan as objective number 5 with the aim to sustainably manage OHS risks, position OHS within Eskom, and enhance contractor OHS & Q performance by 2026/27FY.

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Action Required	Responsible Person	Comments	Target Date
BU's to have safety engagements between BU leadership and contractor leadership.	OHS Practitioners	Peaking to conduct safety engagement with the contractor on bi-annual basis.	30 April 2025
All stations OHS professional to support and ensure that their contractors attend the engagement and follow-up on the actions that came out of the engagement.	OHS Practitioners	All OHS professional to remind their contractor's representative to attend the scheduled meeting.	
All Contract Managers to ensure that contractor KPI's for performance monitoring include OHS compliance requirements on	OHS Practitioners	During tender process there should be contractor KPI's reflected on works information or on the NEC.	30 April 2025

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all contracts entered into from 1 May 2024.			
BUs to categorise all contractors according to site-specific risk categories based on the scope of work, and effectively manage the risk associated with contract deliverables (H, M and L) .	OHS Manager	OHS manager to provide the Peaking template for contractor risk profile and audit schedule to all OHS practitioners.	30 April 2025
Conducts audits on contractor safety and provide assurance that suppliers are effectively managing OHS on ongoing basis as per the OHS requirements and specification.	OHS Manager	OHS Manager to update the OHS requirement/specification	30 April 2025
	OHS Practitioners	OHS practitioners to do internal audit as per the model/ audit schedule	1 June 2025
Analyse the trends for incident on quarterly basis, communicate findings and appropriate actions to contractors' action, and monitor regularly.	OHS Practitioners	OHS practitioner to do trends analysis on contractor incidents	30 April 2025
GMR 2.1 to conduct outage permit reviews regularly to determine level of compliance	GMR2	The issuing and management of permits during outages is the exclusive responsibility of the Maintenance and Ops departments from the site.	30 April 2025

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		In addition, we already have the following controls in terms of our perimetry: • Weekly sampling and checks by Ops Supervisors (Station level) • 6 Monthly self-assessments (Station level) • Periodic PSR/ORHVS peer-reviews (Gx level) GMR2 will ensure that the above takes place during his site visits to stations.	
BUs to coordinate and monitor the implementation of the Legal Liability Training (LLT) and ensure that all site contract custodians are trained by 30 January 2024.	OHS Practitioners	OHS Practitioners to identify the site contract custodian if they attended the LLT if not EAL should be involved for requesting training	30 April 2025
BUs to implement and monitor competency matrix guideline for contractor representatives.	OHS Practitioners	Contractor site manager & contractor supervisor (HIRA, Incident investigation training, Supervisor training, Legal liability), Safety Officer (SAMTRAC, HIRA, Incident investigation training, Legal liability training, knowledge and understanding of ISO 45001,	30 April 2025

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		Minimum work experience of 2yrs, OHS Diploma (applicable to contracts which are 3 years and more). The competency requirements have been included in the Peaking OHS specifications Rev 2	
BUs to standardise OHS file requirements for all new contracts and conduct audits quarterly to verify standardisation of OHS requirements/Safety file across the BU.	OHS Manager	OHS Manager to conduct regular audits to verify standardisation on sites	30 April 2025
BUs to implement and regularly monitor compliance with the dashboard, submit dashboard on quarterly basis.	OHS Manager and OHS Practitioners	OHS Manager to send dashboard at quarterly basis to all OHS practitioners for them to complete and send back to the manager for consolidation.	30 June 2025
BUs to identify members that will be appointed as members of the work group.	OHS Manager	OHS Manager and one OHS Practitioner has been appointed as members of the workgroup representing Peaking.	30 April 2025

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2. OHS CONTRACTOR/SUPPLIER MANAGEMENT KEY PERFORMANCE INDICATORS (KPI'S)

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS specification and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3. Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Develop and comply to Behavioural Safety Observation (BSO) and Planned Job Observation programmes(PJO).
5. Maintain zero fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
8. All incident investigations shall be completed within 30 days of the occurrence of an incident.
9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
10. Close audit findings as per the Eskom procedure or audit report recommended time frames.
11. Close Non-conformance as per the recommended time frames.

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3. QUALITY CONTRACTOR/SUPPLIER MANAGEMENT KEY PERFORMANCE INDICATORS (KPI'S)

Contractor quality key performance indicators (KPIs) are metrics that measure the success of quality management activities of working on a specific contract. These indicators help to ensure that contractors are meeting the quality requirements of the project and delivering the quality of work that is expected.

1. Compliance with project specifications and contract requirements.
2. Zero defects in workmanship.
3. Contractor personnel to have the qualification and training for the job.
4. Contractors and their teams to effectively communicate and be responsive.
5. Contractor to adhere to project budget and timelines.
6. Contractor to have effective quality management system.

These KPIs will help Eskom to monitor and evaluate contractor performance, identify areas for improvement, and ensure that the project is delivered with the desired level of quality.

3.1 Quality Management System

To assure the quality of products and services for customers, the contractors shall establish, document, implement, and maintain a quality management system (QMS) that complies to ISO 9001:2015 and continually improve its effectiveness.

3.2 Management Commitment

- The commitment of Contractor management to quality shall be stated in the contractor quality or SHEQ policy. In addition, this commitment must be ensured by conducting management reviews and making the required resources available.

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- The contractor shall supervise the quality system in order to ensure continuous compliance with the applicable laws, regulations and standards.

3.3 Risk and Opportunities

The contractor management team performs project risks and opportunities review and analysis regularly during the project execution in line with the Peaking Integrated Risk Management Plan (167A/8493).

3.4 Resources

In order to meet employer requirements and project management needs, contractors must ensure that the necessary resources, including personnel, materials, and infrastructure, are available and allocated to the project.

3.5 Competence, Training and Awareness

The contractor recruitment and job allocation process ensure that the personnel employed have the necessary competence to perform the work in an effective and efficient manner.

The contractor to ensure that each employee undergoes an annual assessment to gauge their effectiveness in performing their duties, identify areas requiring additional training, and identify any necessary changes or actions.

3.6 Quality Audits

Contractors must conduct internal quality audits to verify compliance of all project activities with the ISO 9001 Standard and planned programs, as well as to assess the effectiveness of the quality system. Contractors must forward a copy of the audit report to Eskom.

4. ROLES AND RESPONSIBILITIES

4.1 Peaking OHS & Quality Senior Advisors shall:

- Ensure that Peaking BU has the contractor OHS & Q Management Plans in place.
- Monitor progress on the plan.
- Provide support to various departments in the implementation of the plan.

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4.2 Contract/Project /Outage Managers shall:

- Communicate the BU plan to their contractors.
- Provide direction and guidance on how contractors should implement their processes so that they are in line with the Peaking Contractor OHS & Q Management Plan.
- Track and review contractors progress on implementation of the plan and present in BU Management and SHEQ meetings

4.3 BU General Manager shall:

- Review and approve the BU specific Contractor OHS & Q Management Plan.
- Hold departmental managers accountable for the implementation of the plan and OHS&Q performance.

4.4 Eskom and contractor employees shall:

Cooperate with the employer to ensure achievement of objectives of the Contractor OHS&Q management plan.

4.5 Risk and Assurance Manager shall:

- Provide resources to the department to ensure the effective implementation of the plan.
- Ensure that mitigation plans to address any deviation from the plan are in place.

5. ABBREVIATIONS

Abbreviation	Explanation
OU	Operating Unit
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
OHS&Q	Occupational Health, Safety and Quality

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6. DEVELOPMENT TEAM

The following people were involved in the development of this document:

- Nathi Ndlovu
- Nelisiwe Zwane
- Pumi Tengani

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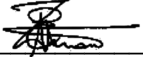
Project Name: Additional of road speed humps to Main Access Road at Ingula Pumped Storage Scheme

Project Address: Ingula Pumped Storage Scheme, Off R103 into P275 (Besters), into D48, Ladysmith, 3370

Scope of the project: Additional of road speed humps to Main Access Road at Ingula Pumped Storage Scheme

Eskom Safety Officer

Name: Nelisiwe N.E. Zwane

Signature 

Contract Manager/End User

Name: Zukiswa Nqolobe

Signature 

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1. Introduction

Eskom's responsibility and commitment is to ensure a safe working environment is in line with its Safety, Health, Environmental and Quality Policy, along with legislative obligations.

This OHS specification is Eskom the minimum requirements which are required to be met for the specific contract and for the duration of the contract period by contractors and where required, the delivery organisation.

The contractor is expected to develop an OHS plan which meets these requirements as well as all the relevant applicable legislation they conform to.

Eskom in no way assumes the contractor's legal responsibilities. The contractor is and remains accountable for the quality and the execution of his/her health and safety programme for his/her employees and appointed contractor employees.

This OHS specification reflects minimum requirements and should not be construed as all encompassing.

Note 1: All the requirements listed hereunder are in relation to the contract and do not supersede or replace any organizational OHS requirements.

Where requirements listed are already in place, then the organisational requirements must be taken cognisance of and listed in the respective OHS plans. If there are any additional Eskom and or legislative requirements listed in the OHS specification, then these must be addressed.

2. Supporting Clauses

2.1 Scope

This OHS specification lists the legislative and Eskom requirements and where applicable, any requirements pertaining to Local Authorities / Municipal by-laws / Environmental legislation that must be met by the contractor.

2.1.1 Purpose

This document will provide a standardised approach to the compilation of OHS specifications throughout Eskom for contracts, standards and NEC 3 contracts.

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2.1.2 Applicability

This OHS specification is applicable to any contracting organisation who intends tendering for the contract.

2.2 Normative/Informative References

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

2.2.1 Normative

- [1] Basic Conditions of Employment Act No 75 of 1997.
- [2] Occupational Health and Safety Act and Regulations No 85 of 1993.
- [3] National Environmental Management Act 107 of 1998.
- [4] National Road Traffic Act 93 of 1996.
- [5] 32-37 Eskom Substance Abuse Procedure.
- [6] 32-136 Contractor Health and Safety Requirements
- [7] 240-62196227 Life- Saving Rules
- [8] 32-95 Environmental, Occupational Health and Safety Incident Management Procedure
- [9] 32-727 SHEQ Policy
- [10] 240-62946386 Vehicle and Driver Safety Management Procedure
- [11] 32-520 Risk Assessment procedure
- [12] 240-150642762 Generation Plant Safety Regulations
- [13] OHS Act "Regulations on Hazardous Work by Children in South Africa"
- [14] ISO 45001:2018 Occupational health and safety management systems
- [15] 240-43848327 Employees' right to refuse work in unsafe situation procedure

2.2.2 Informative

- [1] Tobacco Products Control Act 83 of 1993 (Updated 2011.05.19)

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- [2] SANS 1186 Symbolic Safety Signs
- [3] Constitution of the Republic of South Africa No 108 of 1996

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2.3 Definition	Explanation
Appointed contractor	Means a contractor appointed by the principal contractor
Baseline risk assessment	(32-520) baseline operational risks refer to the health and safety risks associated with all standard processes and routine activities in the business
Business unit (BU)	(32-296) means any defined unit within the Eskom environment, operating as a business under a particular cost-centre number. In the context of this document and in terms of health and safety, any reference to a BU includes a defined unit within any Eskom division and its subsidiaries
Client	(OHS Act) Eskom representative (Internal – Asset Owner), also referred to as the contract administrator/custodian or agent or project manager (as defined in the contract). He/she is the person responsible for ensuring that the works or services are executed in terms of the contract, as well as adherence to legislation pertaining to the contract.
Competent person	(OHS Act) means any person having the knowledge, training, experience, and qualifications, specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)
Contractor	(OHS Act) means an employer as defined in section 1 of the Act who performs contracted work and includes principal contractors
Construction work	Any work in connection with a. the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure. b. the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of excavation, piling or any similar civil engineering structure or type of work.
Consultant	means a person providing professional advice
Controlled disclosure	controlled disclosure to external parties (either enforced by law or discretionary)
Duty of care to the environment	(32-136) anybody who causes or has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing, or recurring. If such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, such person must minimise and rectify such pollution or degradation of the environment

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2.3 Definition	Explanation
Employee	(OHS Act) means, subject to the provisions of subsection (2), any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person
Employer	(OHS Act) means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her, but excludes a TES (ex labour broker) as defined in section 1(1) of the Labour Relations Act 1956 (Act No. 28 of 1956)
Environment	(32-94) means: a. the land, water, and atmosphere of the earth; b. micro-organisms and plant and animal life; and c. any part or combination of (a) and (b) and the interrelationships among and between them, and the physical, chemical, aesthetic, and cultural properties and conditions of the foregoing that influence human health and well-being
Environmental Management plan	A detailed plan of action prepared to ensure that recommendations for enhancing or ensuring positive impacts and limiting or preventing negative environmental impacts are implemented during the life-cycle of a project. This Environmental Management Plan should preferably form part of Eskom's Environmental Management System
Eskom requirements	Eskom requirements flowing from directives, policies, standards, procedures, specifications, work instructions, guidelines, or manuals
Fall protection plan	(OHS Act) means a documented plan of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk
Hazard	(OHS Act) means a source of, or exposure to, danger
Hazard identification	(OHS Act) means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed
Health and safety file	(OHS Act) means a file or other record in permanent form, containing the information required in relation to the contract.
Health and safety plan	(OHS Act) means a document plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified

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2.3 Definition	Explanation
Health and safety specification	(OHS Act) means a document specification of all health and safety requirements pertaining to associated to a contract, so as to ensure the health and safety of persons.
Health and safety requirements	means comprehensive health and safety requirements for a contract, project, site, and scope of work. This specification is intended to ensure the health and safety of persons, both workers and the public, and the duty of care to the environment. The health and safety requirements must be specific to each contract, project, site, and scope of work
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people
Medical Certificate of fitness	(OHS Act) means a certificate valid for one year, issued by an occupational health practitioner, issued in terms of the regulations, whom shall be registered with the Health Professions Council of South Africa
Medical surveillance	(OHS Act) means a planned programme or periodic examination (which may include clinical examinations, biological monitoring, or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner
Method statement	(OHS Act) means a written document detailing the key activities to be performed in order to reduce, as reasonably as practicable, the hazards identified in any risk assessment
Organisation	may be defined as a group of individuals (large of small) that is cooperating under the direction of executive leadership in accomplishment of certain common objects
Pre-job meetings	(34-227) means a meeting that is held prior to the commencement of the day's work and that is attended by all the relevant employees associated with the work task
Principal contractor	(In the text of this document) Means an employer, as defined in section 1 of the OHS Act, who intends to tender for or has signed a contract with Eskom for services rendered.
Provincial director	(OHS Act) means the provincial director as defined in Regulation 1 of the General Administrative Regulations under the Act
Responsible Manager	Is a Manager of a department, section or operating/business unit who has been appointed as part of the Eskom delegation of authority process with the aim to assist the applicable 16(2) assigned person in executing his/her duties in terms of the Occupational Health and Safety Act
Risk assessment	(OHS Act) means a programme to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to remove, reduce, or control such hazard.

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2.3 Definition	Explanation
Site	(34-228) means an Eskom department, unit, complex, building, specific project, work site, or the site where agents, clients, principal contractors, contractors, suppliers, vendors, and service providers provide a service to Eskom, directly or indirectly
Service provider	any private person or legal entity that provides any service(s) to Eskom for compensation
Subsidiary	(32-94) an enterprise controlled by another (called the parent) through the ownership of greater than 50% of its voting stock
Supplier	(32-1034) means a natural or legal person who renders a service and may include the following current or potential supplier vendor, contractor, consultant
Task	(34-227) a segment of work that requires a set of specific and distinct actions for its completion
Toolbox talks	(34-227) where the team leader, after conducting pre-task planning, shares all the tasks at hand and discusses task allocation, the identified risks, and the control measures with all his/her team members on site before commencing a specific task and documenting the agreed strategy. (This shall be done to ensure common understanding of the tasks, risks, and control measures required.)
The Act	(OHS Act) means the Occupational Health and Safety Act No. 85 of 1993, as amended, and the Regulations thereto
Visitor	any person visiting a workplace with the knowledge of, or under the supervision of, an employer.

2.4 Abbreviations

Abbreviation	Description
AIA	Approved Inspection Authority
BU	Business Unit
CE	Chief Executive
CR	Construction Regulations of the OHS Act
COID Act	Compensation for Occupational Injuries and Diseases Act
DMR	Driven Machinery Regulations

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Abbreviation	Description
AIA	Approved Inspection Authority
BU	Business Unit
CE	Chief Executive
DEL	Department of Employment and Labour (Inspection and Enforcement services – Provincial office)
EAP	Employee Assistance Program
EP	Emergency Preparedness
ERfW	Environmental Regulations for Workplaces
GAR	General Administrative Regulations
GSR	General Safety Regulations
RHCA	Regulations for Hazardous Chemical Agents
LDV	Light Delivery Vehicle
LoG	(COID) Letter of Good Standing
SDS	Safety Data Sheets
NEMA	National Environmental Management Act
OHS Act	Occupational Health and Safety Act and Regulations, 85 of 1993
SACPCMP	South African Council for the Project & Construction Management Professions
SABS	South African Bureau Standard
SANS	South African National Standard

2.6 Roles and Responsibilities

2.6.1 Commitment

Visible commitment is essential to providing a safe work environment. Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day-to-day operations, in particular the Occupational Health and Safety aspects of any project / contract. Legislation requires that each employee must take reasonable care of themselves and their fellow workers, from management level down to the lowest employee level.

2.6.2 Principal contractors and appointed contractors

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Note 1: Most of the roles and responsibilities listed apply to both principal contractors and any appointed contractors. Where some of the listed do not apply to both, then the specific responsibilities will be listed and titled. The contractors shall:

1. Carry out all duties as listed in section 8, 9 and 10, the various other regulations that form part of the OHS Act and Regulation 7 of the Construction Regulations.
2. The principal contractor must notify the provincial director of the Department of Employment and Labour in writing of all construction work if it falls within the scope of Regulation 4 of the Construction Regulations (if this has not been arranged and or done by the client/agent);
3. Carry accountability and responsibility for the safety and health of their employees and their appointed contractors within their working area, as contemplated by section 37(2) of the OHS Act;
4. Shall keep a record of all employees including the appointed contractor employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the Eskom Service Manager.
5. Ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment and that they advise and assist these appointees in the execution of their duties.
6. Ensure that the minimum legislative, regulatory and Eskom OHS specification are complied with on all work site.
7. Give the Eskom service managers and line managers / responsible managers their full participation and cooperation.
8. Compile a OHS (occupational health and safety) file where all relevant health and safety records must be kept for each work site.
9. The principal contractor must hand over a consolidated (to include any appointed contractors files) health and safety file to the Eskom service manager on completion of the project. This is to include all drawings, designs, lists of materials used and other applicable information about the completed project, as well as the list of appointed contractors, the agreement, and the type of work completed.

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10. Contractors must hand over a consolidated (to include any appointed contractors' files) health and safety file to the principal contractor on completion of the project. This is to include all drawings, designs, lists of materials used and other applicable information about the completed project, as well as the list of appointed contractors, the agreement, and the type of work completed.
11. The principal contractor must provide the service manager with a certified copy of his/her Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the project for record-keeping purposes. The letter of good standing shall reflect the name of the contractor's company. Similarly, the principal contractor must provide the Eskom service manager with all the valid letters of good standing from their appointed contractors.
12. Contractors must provide the principal contractor with a certified copy of his/her Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the project for record-keeping purposes. The letter of good standing shall reflect the name of the contractor's company.
13. Appoint competent staff to perform the project work and ensure that all employees are trained in the health and safety aspects relating to such work and that the employees understand the hazards associated with all other work being carried out on the project.
14. Ensure that all employees are conversant with all relevant work procedures and that they adhere to such procedures. Similarly (without removing the appointed contractors' responsibilities), ensure that their appointed contractors and their employees are conversant with all relevant work procedures and that they adhere to such procedures.
15. Co-ordinate the activities of all the appointed contractors in the interests of safety and health;
16. Ensure that potential contractors (whom they intend appointing) submitting tenders have made detailed provision for the cost of safety and health measures throughout the project.

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17. Stop his /her employees and any appointed contractors if project work is not in accordance with the health and safety plan or if such work poses a threat to the health and safety of persons or a risk of degradation to the environment.

18. Take reasonable steps to ensure cooperation between all their appointed contractors.

19. Only appoint contractors to do work, if satisfied that the contractor has the necessary competencies and resources to perform the work safely.

20. Appoint full-time competent employees in writing to supervise the performance of all specified work throughout the contract period.

Note 2: No work may commence and or continue without the presence of the appointed project manager or project supervisor during performance of the contracted work.

21. Ensure that the supervisor or manager do not supervise work on any site other than the site for which such supervisor has been appointed for.

Note 3: In determining the number of appointed competent supervisors, the nature and scope of work being performed, shall be taken into consideration.

Note 4: If a sufficient number of competent employee(s) have been appointed to assist the construction supervisor, the construction supervisor may supervise more than one site.

22. Appoint a construction safety officer (registered with SACPCMP) in writing.

23. Not victimise or dismiss employees, by virtue of the employee's divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements.

24. Follow a process of disciplinary action if any of their employees or their appointed contractor employees have transgressed any of the requirements of the health and safety specification, safety and health plans, site rules or any other requirements.

25. Ensure that all appropriate precautions are taken to protect persons (visitors, members of the public, and other contractors) present at work or in the vicinity of a construction site against all risks that may arise from such site.

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26. Before the commencement of any work, conduct risk assessments which shall include public safety. This should be done by a competent person appointed in writing with a view to identify hazardous and potentially hazardous work operations.
27. Ensure that pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task or not.
28. Take prime responsibility for all aspects of environmental management associated with the project activity for which they are responsible.
29. Provide any appointed contractor who is making a bid or is appointed to perform work on Eskom's behalf, with the relevant sections of the documented Eskom's OHS Specification.
30. Principal contractors are required to approve appointed contractor's health and safety plans if they meet all the requirements.
31. Must ensure that an organisation medical surveillance programme for the duration of the contract is in place and maintained.
32. Prior to having pre-employment and periodic medicals fitness examinations conducted, person/man job specifications must be compiled and handed to the occupational health practitioner.
33. Ensure that pre-employment, periodic and exit medicals are carried out on their employees. Medical assessments must be conducted by a registered Occupational Health Practitioner. During the pre-employment medical, where employees will be required to work at heights, they will also be required to undergo the required employee physical and psychological fitness examinations.
34. Ensure, prior to the commencement of construction work, that all persons involved in the project work, as well as the appointed contractors, have received a health and safety induction training session. Similarly, ensure that all visitors to site undergo the site's induction training.
35. Ensure, prior to the commencement of construction work or contracted work, that all their employees involved in the project work, as well as the appointed contractors, have received task-specific training.

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36. Issue risk-based personal protective equipment (PPE) as a measure of last resort to their employees, inspect such equipment regularly and ensure recipients of PPE are trained in the proper use, care and where necessary, the maintenance of PPE;

Note 5: should the principal contractor or his/her appointed contractors entertain visitors on site, they will be held responsible for the provision and wearing PPE.

37. Erect their own site huts, temporary buildings, storage areas, toilets, fencing, and any other structure as may be required. Any such structures shall be positioned and erected in compliance with any instructions from the Eskom Service Manager and the relevant site safety and fire prevention requirements.

38. On completion of the work remove all structures erected by them, and where required by law rehabilitate the environment.

39. Where performing work with the environment, ensure that minimal damage is done and that where an Environment Management Plan is in place, then adhere to the plan.

40. Respect the rights of landowners/lessors and the preservation of their registered activities;

41. Must have a substance abuse program which must be in line with the requirements of the OHS Act.

42. Ensure that no alcohol or other intoxicating substances are brought on to, or remains on the work sites.

Note 6: Eskom will not tolerate the presence of anyone who is or who appears to be under the influence of alcohol or any other intoxicating substance whilst performing work for them or on any work site.

43. Ensure that all equipment and tools used comply with OHS Act requirements with respect to condition, use, care, storage, maintenance, and the management of these;

44. Ensure that all incidents are reported and investigated timeously by competent incident investigators.

45. Be involved in all of their appointed contractor's investigations.

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46. Establish health and safety committees, hold such committee meetings on all sites, and ensure that appointed contractors participate in their health and safety meetings.
47. Chair their own health and safety committee meetings and record such meetings.
48. Appoint sufficient number of health and safety representatives in terms of legislative requirements and ensure that the appointed contractors appoint health and safety representatives for their work sites.
49. When appointing contractors, advise the project manager in writing timeously and obtain his/her approval prior to them commencing work.
50. Shall keep a record of all employees including the appointed contractor's employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the Eskom Service Manager.

2.6.3 Construction Manager

Note 1: No work may commence and or continue without the appointed construction manager during the performance of the contracted work.

1. Not supervise construction work on any construction site other than the site they have been appointed to supervise.
2. Assist the contractor and/or the appointed safety officer in conducting site induction training for new staff and site visitors.
3. Instruct and train all employees under their control on any hazardous and related work procedures, before any work commences and thereafter, at such times as may be determined by a risk assessment.
4. Ensure that the minimum legislative and Eskom OHS specification are complied with on all work sites.
5. Stop any construction work that is not in accordance with the safety and health plan or if such work poses a threat to the safety and health of persons or a risk of degradation to the environment.
6. Ensure that risk-based personal protective equipment (PPE) has been issued and employees wear/use the PPE as instructed.
7. Inspect such PPE on a regular basis and record the inspections.
8. Ensure that all incidents are reported to the client and are investigated.
9. Be involved in all investigations that occur within their area of responsibility.
10. Carry out audits and or inspections on their contractors at least monthly and any appointed contractors on instructions of their contractor.

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11. Ensure that employees under their control are conversant with all relevant work procedures and that they adhere to such procedures.
12. Before the commencement of any work, where possible, assist in the conducting of risk assessments and ensure that appropriate mitigating measures have been considered and implemented.
13. Ensure that daily or pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task. Ensure that the team are involved in the abovementioned risk assessments.
14. Hold tool box talks at the start of each day/ task to discuss health and safety issues as well as confirming the requirements of the daily risk assessments.
15. Ensure that all appropriate precautions are taken to protect persons (visitors, members of the public, and other contractors) present at work or in the vicinity of a construction site against all risks that may arise from such site.
16. Ensure that no alcohol or other intoxicating substances are brought on to, or remains on, the premises / work sites and that no employee remains on site if he/she is under the influence. Furthermore, report such instances to contract management.
17. Ensure that all equipment and tools used on site comply with OHS Act requirements with respect to condition, use, care, storage, maintenance, and the management of these.
18. Ensure that they and their contractor managers give clear and unambiguous instructions for the project work, to the employees for whom they are responsible for.
19. Not victimise their employees by virtue of their employee's divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements (reference – section 26 of the OHS Act).
20. Where any work is performed which involves the environment, ensure that minimal damage is done to the environment and that where an Environment Management Plan is in place, then the plan adhere to the plan.
21. Stop any employee or contractor from performing construction work which is not in accordance with the principal contractor's and or appointed contractors' health and safety plan which poses a threat to the health and safety of persons.

2.6.4 Contractor site supervisor or Contract Supervisor

Must:

1. Be competent to perform the required supervisory tasks.
2. Ensure their employees and all appointed contractors comply with the required statutory and Eskom project requirements.

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3. Inspect all work done by the Contractors to ensure adherence to Eskom's standards and specifications.
4. Conduct follow-up inspections to ensure findings are closed out and preventative action is in place.
5. Monitor contractors for adhere to statutory requirements and safety standards.
6. Monitor contractors overall OHS performance on site in order to achieve excellent results.
7. Ensuring a Safe working environment is established and maintained by the contractor for the elimination of unsafe acts by all people whilst on the project site.
8. Discuss all OHS related problems with the relevant contractor management timeously in the first instance and thereafter the Eskom service manager in the second instance relating to procedure requirements, non-conformances identified, corrective actions, audits and inspection schedules.
9. Ensuring that quality records are maintained in accordance with legislative and Eskom requirements.
10. Continual liaison between the principal contractor, appointed contractors and employees.
11. Ensures that employees and appointed contractors are aware of latest standards, procedures, work instructions and safety regulations issued by Eskom.
12. Conduct site Inspections for compliance to OHS requirements and compiles the relevant inspection reports.
13. Submit the observation reports to the relevant management.
14. Have meaningful participation in the project statutory health and safety committee meetings.
15. Participate in all appointed contractor incident investigations.
16. Participate in the principal contractor's emergency preparedness planning.
17. Ensure that their own employees and those of any appointed contractor are competent to perform the tasks assigned.
18. Issue site instructions on behalf of the principal contractor where and when the appointed contractors deviate from safety requirements.
19. Assist the principal contractor with the handing over process, in particular the OHS file and relevant documentation.

2.6.5 Employees

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Must:

1. Be responsible for their own safety and health and that of their co-workers.
2. Co-operate with their employer to meet all of the employer's as well as legislative and Eskom requirements.
3. Familiarise themselves with their responsibilities during induction and awareness training sessions, some of which are:
 - a. familiarising themselves with their workplaces and safety and health procedures,
 - b. working in a manner that does not endanger them or cause harm to others,
 - c. ensuring that the work area is kept tidy,
 - d. reporting all incidents and near misses,
 - e. protecting fellow workers against injury by performing job observations,
 - f. reporting unsafe acts and unsafe conditions,
 - g. reporting any situation that may become dangerous; and
 - h. carrying out lawful orders and obeying safety and health rules.
4. Who become aware of any person disregarding a safety notice, instruction, or regulation, immediately report this to the person concerned. If the person persists, stop that person from working, and report the matter to contractor management and/or Eskom's service manager or supervisor immediately.
5. Not damage, alter, remove, render ineffective, or interfere with anything that has been provided for the protection of the site or for the health and safety of persons this includes any guarding of machinery or equipment.
6. Obey any safety signs and adhere to any site demarcation at all times.
7. When entering or leaving the site, do so via the official designated access/departure routes. Where reflective jackets/bibs are required to be worn, wear them.
8. Be subjected to any disciplinary action, if having transgressed any of the requirements of the health and safety site rules, Eskom requirements, company requirements, or legislative requirements.
9. Avoid any act that may endanger their own health and safety or that of fellow employees, members of the public, or visitors who may be affected by their acts and/or omissions at work.
10. Have the right to obtain proper information from their employer regarding health and safety risks and measures related to the work processes.
11. Use facilities placed at their disposal and not misuse anything provided for their own protection or that of others.
12. Have the right to remove themselves from danger when they have good reason to believe that there is an imminent and serious danger to their health and safety and have the duty to inform their supervisor immediately of such danger.
13. Report to their supervisor (in the first instance), the principal contractor (in the second instance), and/or the Eskom service manager, any substandard acts and/or conditions

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that have come to their attention and that have not been rectified or acted on by their contractor management timeously.

14. Have the right and the duty at any workplace to participate in ensuring healthy and safe working conditions, to the extent of their control, over the equipment and methods of work adopted.
15. Maintain the surrounding area of the work site in a neat and tidy condition.
16. Have meaningful participation in regular health and safety meetings.
17. Have the right to refuse to perform or continue to perform any task/job on the grounds of health, safety, and environmental concerns.
18. When given instructions, understand the instructions and be permitted to clarify those instructions.

2.6.6 Construction Health and Safety Officer

1. Promote an OHS culture within the organisations involved in the project / contract.
2. The contractor's safety and health officer shall assist in the control of all health and safety-related matters on the sites.
3. Be involved in the developing the project OHS plan and SHE policy.
4. Be in constant liaison and cooperate with Eskom's OHS professionals responsible for providing them with a health and safety service.
5. Ensure that this OHS specification is adhered to by his/her principal contractor and is submitted to any appointed contractors.
6. Conduct audits and inspections of all work sites for the duration of the project.
7. Be involved in the organisations incident investigations when required.
8. Participate in the organisation's statutory and non-statutory health and safety committees' meetings.
9. Conduct organisational, site and visitor induction training.
10. Stop any employee or contractor from performing construction work which is not in accordance with the principal contractor's and or appointed contractors' health and safety plan which poses a threat to the health and safety of persons.
11. Ensure that no alcohol or other intoxicating substances are brought on to, or remains on, the premises / work sites and that no employee remains on site if he/she is under the influence. Furthermore, report such instances to contract management.
12. Make themselves available and ensure co-operation of employees under their control to undergo breathalyser and drug testing while entering and/or being on any Eskom work site by Eskom.
13. Carry out audits and or inspections on their contractors at least monthly and any appointed contractors on instructions of their contractor;

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14. Carry out frequent behaviour observations of employees under their control at least monthly and any appointed contractors on instructions of their contractor.

2.5 Related/Supporting Documents

Eskom OHS Act section 37 (2) agreement to be signed at procurement during the signing of the NEC contract, it is the responsibility of the project manager to ensure that the 37(2) agreement is signed and a copy be kept in the contractor file at procurement.

3. Specification

3.1 Scope of work

The Contractor shall:

Traffic calming measures (TCMs) to the existing access roads at Ingula Pumped Storage Scheme.

The TCMs includes the following:

- The installation of four (4) 70mm high semi-circular speed humps.
- The installation of five (5) rumble strips.

A copy of the scope of works must be retained by the contractor.

Note: The contractor who will be awarded this contract will be known as the “principal contractor” and any contractor appointed by the principal contractor will be known as the “appointed contractor.”

3.2 Legal Compliance

3.2.1 Section 37(2) (Legal) Agreement

A section 37(2) agreement must be signed between Eskom and the principal contractor at the time of awarding the contract. The principal contractor must ensure that a section 37(2)

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agreement is compiled between the principal contractor and all their appointed contractors for the contract.

The original copy of the section 37(2) Agreement must be retained by the contractor and a copy retained by the responsible project manager.

A copy of all the agreements must form part of the respective contractor's OHS file.

3.2.2 Hazardous work by children (Child Labour)

The constitution of the Republic of South Africa, in the "Bill of Rights" is clear on the rights of children, especially when it comes to:

1. being protected from exploitative labour practices;
2. not to be required or permitted to perform work or provide services that
 - i. are inappropriate for a person of that child's age; or
 - ii. place at risk the child's well-being, education, physical or mental health or spiritual, moral or social development;

and the Basic Conditions of Employment Act, Chapter six Section 43 "Prohibition of employment of children".

Before resorting to the use of child labour, due consideration must be given to the rights of the child in terms of the constitution. Where work is being performed which is not prohibited in terms of the constitution, then such work must be conducted in terms of the OHS Act "Regulations on Hazardous Work by Children in South Africa" with emphasis on paragraph 2 Purpose and Interpretation. Eskom does not condone the use of child labour and therefore all effort must be exercised and child labour should not be used.

3.2.3 OHS Act

The principal contractor and appointed contractors shall have an up-to-date copy of the OHS Act and regulations which will be available to all employees.

3.2.4 Legislative compliance

All contractors will comply with all the legislation pertaining to this contract being:

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The principal contractor and all appointed contractors will comply with all the legislation pertaining to this project being:

- The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights).
- Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations.
- National Environmental Management Act 1998 (Act 107 of 1998).
- Environment Conservation Act 1989 (Act 73 of 1989).
- National Water Act 1998 (Act 36 of 1998).
- Civil and Building Work Act.
- National Road Traffic Act 93 of 1996.
- Compensation for Occupational Injuries and Diseases Act.
- SANS Standards –Contractor shall use the relative standards applicable to the project.

3.3 Eskom Requirements

All contractors shall, before commencement of the project ensure that all their employees are familiar with the relevant Eskom OHS documentation that is applicable to contract services.

3.4 Construction Professional Registration

The principal contractor and all his/her appointed contractors shall be registered in their respective levels as professionals in terms of the requirements of the SACPCMP.

The SACPCMP web address is <http://www.sacpcmp.org.za>

- OHS professionals (which include Construction Health and Safety Officer) are required to register as professionals with the SACPCMP.
- Construction Managers are required to register as professionals with the SACPCMP.
- Construction agents are required to register as a professional with the SACPCMP.

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3.4.1 Contractor Competencies

Construction Health and Safety Officer (Full time)

- A full time Construction Health and Safety Officer is required for this contract.

The Construction Health and Safety officer must be trained in the following:

- SAMTRAC (10 days training), Hazardous Identification Risk Assessment (HIRA), Incident Investigation Training Legal liability, Knowledge and understanding of ISO 45001:2018, Minimum work experience of 2yrs.

Construction Manager/s

The Construction Site Manager must be trained in the following:

- Hazardous Identification Risk Assessment (HIRA), Incident investigation training, Supervisor training, Legal liability

3.5 Construction Supervisor

The Construction Site Supervisor must be trained in the following:

- Hazardous Identification Risk Assessment (HIRA), Incident investigation training, Supervisor training, Legal liability

3.6 Notification of Construction Work

Unless otherwise contractually agreed upon, the principal contractor must notify the relevant provincial director of the Department of Employment and Labour of the intention of carrying out any construction work as defined in Construction Regulation 4 of the Act. The notification form of construction work is listed as an annexure to the construction regulations of the OHS Act. A copy of the notification letter sent to the DoEL shall be forwarded to the Service Manager on the same day as sent to the DoEL. A copy of the letter and their approval must be kept in the OHS file. When the DoEL provide a letter of approval, a copy of the approval must be sent to the Eskom Service Manager and a copy filed in the OHS file.

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3.7 SHEQ Policy

SHEQ policy is a statement of intent and a commitment by the organisation's CE and senior management in relation to the relevant OHS roles and responsibilities, the achievement of their strategic objectives, values of integrity, customer satisfaction, excellence, and innovation.

The principal contractor and all appointed contractors, if already not in place, will be required to compile an organisational SHE policy in line with their OHS responsibilities. The policy must be signed by the organisation's CE or the appointed assistant to the CE OHS Act Section 16(2). The policy must be displayed in a prominent place within the workplace. A copy of the policy must be filed in the contractor OHS files and attached as an annexure in the OHS Plan.

3.8 COID

The principal contractor and all his/her appointed contractors shall be registered with an appropriate employment compensation commissioner and have available a valid letter of good standing (LoG) from such commissioner. The obligation lies with the contractors to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the contractor OHS files.

3.9 Costing for OHS within the Project

The costing for OHS must be itemised based on the overall scope of the project (i.e.) Training, medical fitness certificate, provision of PPE, safety equipment purchases, etc.

3.10 Statutory Appointments

For the duration of the contract, the principal contractor and all appointed contractors shall appoint competent employees who will meet the requirements of the OHS Act. Where appointments are made, contractors shall ensure that the appointees have been suitably trained and or informed of their responsibilities before getting them to accept such appointment. The relevant statutory appointments shall be made in accordance with the requirements of the OHS Act which includes the requirement of a competent person being appointed in the relevant roles. The statutory appointments should include but not limited to the following:

- OHS Act Construction Regulation 8(1) - Construction Manager (Full time)

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- OHS Act Construction Regulation 8(7) –Construction Supervisor
- OHS Act Construction Regulation 8(7) – Assistant Construction Supervisor
- OHS Act Construction Regulation 8(5) – Construction Health and Safety Officer
- OHS Act General Administrative Regulation 9(2) – Incident Investigator
- OHS Act Section 19 (3) - Health and Safety Committee Member
- OHS Act Section 19(6)(a) – Co-opted Health and Safety Committee member
- OHS Act, Section 17 – Health and Safety Representative.
- OHS Act Construction Regulation 7(1)(v)
- Appointment of a Contractor (if appointing subcontractors)
- OHS Act Construction Regulation 9(1) - Person to Compile Risk Assessments
- OHS Act: Pressure Equipment Regulations 11 & 12 Portable Gas Container Inspector
- OHS Act: Construction Regulations 11(1) Person to Supervise Excavation Work
- OHS Act: Construction Regulations 23(1)(d)(i) Construction Vehicle and Mobile Plant Operator
- OHS Act: Construction Regulations 28(a) Stacking and Storage Supervisor on Construction sites
- OHS Act: Construction Regulations 29(h) Firefighting Equipment Inspector
- OHS Act General Safety Regulations 3(4) – First Aider/s

3.10.1 Non-statutory appointments

- Eskom requirement – Emergency Planning Co-coordinator
- Eskom requirement - Chairperson of Health and Safety Committee

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3.11 Eskom Life-saving Rules

1. Eskom views health and safety in high esteem and encourages that any organisation who performs work for Eskom in Eskom adopt the same view.
2. Six Life-saving rules have been developed that will apply to all Eskom Employees, agents, consultants, and **contractors**. Failure to adhere to these rules by any Eskom employee or employee of a Principal Contractor or appointed contractor will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or contractor working in any area within Eskom.
3. If any contractual work will be performed on any Eskom premises (including delivery of any product), then the rules **shall be obeyed** by any contractor and their employees.

The rules are:

RULE	DESCRIPTION OF RULE
Rule 1	OPEN, ISOLATE, TEST, EARTH AND CREATE AN EQUIPOTENTIAL ZONE BEFORE TOUCH To ensure a safe electrical work environment
Rule 2	HOOK UP AT HEIGHTS Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.
Rule 3	BUCKLE UP No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.
Rule 4	BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

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Rule 5	PERMIT TO WORK Where an authorisation limitation exists, no person shall work without the required permit to work.
Rule 6	ENSURE SAFE LIVE WORKING To ensure safe live work

Eskom will take a stance of zero tolerance on these rules.

Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.

This is to ensure that **every person** who works on or visits an Eskom **returns home safely to his or her family**.

3.12 Substance Abuse

1. Alcohol and substance abuse poses a significant threat to any business, more so in industrial incidents and the driving of vehicles. Eskom is therefore, entitled to take reasonable steps to ensure that intoxicated persons are identified and prevented from entering Eskom.
2. General Safety Regulation 2A is clear on the legal stance regarding intoxication.
3. The alcohol and drug permissible level is 0%.
4. All contractors shall comply with Eskom's procedure 32-37 ("Substance Abuse Procedure"), taking into account that this is an Eskom Life-saving Rule number 4: BE SOBER", this means anyone entering the Eskom will be subjected to ad hoc alcohol testing.
5. Contractors must establish their alcohol testing programme for their employees in addition to the one carried out by Eskom, as they are employers in their own right and are obligated to comply with the legislative requirements. The legislative alcohol level is deemed to be zero.
6. Test records must be treated as "Confidential" and filed in the employees' personal file.

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7. Eskom's life-saving rules must be included in the induction process.

All contractors who are found to be under the influence shall be immediately suspended and not allowed on site pending the disciplinary hearing.

3.13 Contractor organisational Structure

3.13.1 Principal Contractor Organogram

The principal contractor must provide an organisational organogram related to this contract, depicting all the levels of responsibility from the CE down to the supervisors responsible for the contract. List the relevant positions held, names of appointees and legal appointments.

The principal contractor must ensure that all appointed contractors comply with this requirement. The principal contractor is responsible for keeping copies of all the organograms' as well as submitting them with the OHS plan. All organograms shall be updated timeously when appointments are changed.

This diagram must be kept up to date and filed in the project OHS files.

3.13.2 Appointed Contractor/s Organogram

1. Appointed contractors are required to compile their company organogram for the project, listing the reporting structure from their CE down to their project supervisors. The diagram must list the names, positions held and any appointments made.
2. This diagram must be kept up to date, a copy of which must be given to the principal contractor and a copy filed in the relevant project OHS files.
3. This diagram must be kept up to date and filed in the project OHS files.

3.14 Risk assessment (refer to 32-520)

It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an employer to carry out risk assessments, to establish which risks and hazards are attached to the health and safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported. A risk assessment is defined as an identification of the hazards present in an organisation and an estimate of the extent of the risks involved, taking into account whatever precautions are already being taken.

It is essentially a three stage process:

- identification of all hazards;

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- evaluation of the risks;
- Measures to control the risks.

Risk assessments are required to be maintained. This means that significant changes to a process or activity, or any new process or activity should be subjected to a risk assessment and that if new hazards come to light during the work process, then these should also be subjected to risk assessments. Risk assessments for long term processes should be periodically reviewed and updated. Method statements or written safe work procedures are an effective method as information and record of the way jobs / tasks must be performed. Daily or issue based or task specific or on the job risk assessments must be conducted at the place where work is to be performed/ conducted to allow managers and employees to assess any inherent risks that could have been overlooked during the initial risk assessment or any changes that might have occurred in a period of absence. For example, if a job / task is extended over a day or halted due to inclement weather.

Guidelines for actual steps involved in a job/task specific risk assessment are:

- Each activity is listed;
- Specific hazards are identified and listed against each activity;
- The magnitude of each risk is rated as Low. Medium or High;
- All known documentary and supervisory controls are listed. For instance: What safe work procedures exist for ladders;
- The relevance, effectiveness and sufficiency of these controls are assessed;
- In the event of insufficient or deficient controls for the particular activity, steps to be taken to rectify this shall be recorded, and safe working procedures drawn up;
- Persons responsible for implementing and supervising the task shall be identified, nominated and duly assigned;
- Persons responsible for monitoring the task and carrying out the planned job observation must be nominated;
- Completed risk assessment shall be handed to the Eskom service manager representative for comment and approval.

The relevant section of the risk assessment shall be issued with a Transmittal Note to the Supervisor nominated as the responsible person; and the names of workmen who have received instruction on the work content and the sequence of the activities listed in the risk assessment shall be recorded, and their competence established. This instruction shall be

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done through an interpreter if required and recorded on the Pre-Job Brief (Daily Safe Task Instructions), with reference to applicable Risk Assessments.

3.15 Safe work procedures / method statements

Method statements / written safe work procedure are control measures used to prevent an incident from occurring during the execution of the project. A written safe work procedure/ method statements provide guidance how to execute the task safely. A safe working procedure should be written when:-

- a. Designing a new job or task;
- b. Changing a job or task;
- c. Introducing new equipment or substances; and

The safe working procedure should identify:

- d. The supervisor for the task or job and the employees who will undertake the task;
- e. The tasks that are to be undertaken that pose risks;
- f. The equipment and substances that are used in these tasks;
- g. The control measures that have been built into these tasks;
- h. Any training or qualification needed to undertake the task;
- i. The personal protective equipment to be worn;
- j. Actions to be undertaken to address safety issues that may arise while undertaking the task.

3.16 Construction Sites

Note1: No area is to be stripped of vegetation to create firebreaks, to prevent or make fires. No open fires are allowed on site. The contractor must ensure that operations are in compliance with statutory requirements at all times.

1. The contractor must develop a fire safety procedure for the construction site prior to commencing work. The procedure must take into consideration the size of the site/s, the type of work performed and amount of combustible materials. Cognisance of OHS Act CR 29 must be made.
2. It must be developed in accordance with the hot work permit of the Eskom Generation Plant Safety Regulations, Eskom Fire Risk Management requirements and all other

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applicable Regulations. All workers entering and working in the construction site need to be trained in fire safety and any duties they are required to perform.

3. A suitable fire warning system for alerting site personnel of fire shall be provided, and capable of being heard in all areas of the site.
4. Appropriate portable extinguishers must be available on the construction site and in cases of hot work, be readily available at the location.
5. Storage of combustible and flammable liquid in the construction site is not permitted unless stored in approved flammable cabinets or outdoors away from the buildings.
6. Site Smoking Restrictions must be enforced. No open flames are permissible and where hot work is performed, the work areas must be cleared of any combustibles prior to commencement of work.

3.17 Fire Equipment and maintenance

1. All firefighting equipment's that have been provided shall:
 - a. Be clearly labelled
 - b. Conspicuously numbered
 - c. Entered in a register
 - d. Inspected monthly by a competent person
2. Tested and serviced at recommended intervals by an accredited supplier
3. Results entered in the register and signed by competent person.

3.18 Flammable and Combustible Liquids

1. Proposals to store fuel on site must have written approval from the Eskom Service Manager. The volumes of fuel allowed to be stored will depend on site conditions and Statutory Regulations.
2. A maximum storage of 40 litres of fuel is allowed to be stored. Anything greater than 40 litres to be stored in a flammable/combustible liquid store.
3. Adequate numbers of dry chemical fire extinguishers, each with a minimum capacity of 4.5 kg, shall be provided, installed and maintained.
4. All fuel storage areas must comply with the following requirements: -
 - a. Storage should be well clear of buildings.
 - b. Storage areas must be kept free from all combustible materials.

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c. All Safety signs must be prominently displayed i.e.

- Flammable Liquid.
- No Smoking.
- No open flames.

d. Adequate firefighting equipment must be available.

5. Diesel tanks are to be installed in a bunded area; bunded area must be able to contain 110% of tank capacity.
6. Bunded area shall be of a concrete or steel construction and lined with a leak proof sealing material.
7. Bunded area shall have a drain valve.
8. No other material/equipment shall be stored in the bunded area.

3.18.1 Refuelling at the construction site

With the exception of construction vehicles and mobile equipment, before a machine is refuelled, the motor must be stopped. Refuelling shall take place at designated safe areas and appropriate warning signs installed. Suitable drip trays must be used to prevent spillage at the filling nozzle.

3.19 First Aid and Equipment

1. The requirements of the OHS Act GSR 3 must be observed.
2. First aid appointments must be made to meet the requirements, this includes construction sites. Appointees must be trained to level 2. It is good practice for all employees to be trained to at least level 1.
3. When appointing employees for work sites, cognisance must be taken into account the type of work performed, the distance teams are working apart and the terrain to be covered if an emergency should arise.
4. A list of emergency numbers must be displayed on the notice boards and made accessible for all employees.
5. Principal Contractor must ensure that his /her employees and appointed contractor employees are familiar with the emergency numbers.
6. Contractors shall have one first aid box for the first 5 persons and thereafter one for every 50 or team of workers on site or part thereof, taking into account the type of work performed and the distance between teams.

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7. More first aid boxes shall be provided in accordance with the risk assessment. Boxes must be available and accessible for the immediate treatment of injured persons at the workplace.
8. For offices, signs indicating where the first aid box or boxes are kept as well as the name and contact details of the First Aider of such first aid box or boxes shall be erected.
9. The Principal Contractor and appointed contractor shall ensure that alternative arrangements be made for incidents occurring after working hours.

3.19.1 Boxes and equipment

The following is a list of minimum contents of a first aid box:

- Item 1: Wound cleaner/antiseptic (100ml).
- Item 2: Swabs for cleaning wounds.
- Item 3: Cotton wool for padding (100 g).
- Item 4: Sterile gauze (minimum quantity 10).
- Item 5: 1 Pair of forceps (for splinters).
- Item 6: 1 Pair of scissors (minimum size 100 mm).
- Item 7: 1 Set of safety pins.
- Item 8: 4 Triangular bandages.
- Item 9: 4 Roller bandages (75 mm X 5 m).
- Item 10: 4 Roller bandages (100 mm X 5 m).
- Item 11: 1 Roll of elastic adhesive (25 mm X 3 m).
- Item 12: 1 Non-allergenic adhesive strip (25 mm X 3 m).
- Item 13: 1 Packet of adhesive dressing strips (minimum quantity, 10 assorted sizes).
- Item 14: 4 First aid dressings (75 mm X 100 mm).
- Item 15: 4 First aid dressings (150 mm x 200 mm).
- Item 16: 2 Straight splints.
- Item 17: 2 Pairs large and 2 pairs medium disposable latex gloves.

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- Item 18: 2 CPR mouth pieces or similar devices.

A content check list must be available with all boxes and boxes shall be checked on a regular basis, kept clean and dust free.

3.20 OHS Communication Systems

Principal Contractor/s and their appointed contractors must develop a communication strategy outlining how they intend to communicate OHS issues to their staff, the mediums they will employ and how they will measure the effectiveness of their OHS communication. Below is a brief on how communication should take place. Where project meetings are conducted on site, SHE shall be included as a standing agenda point and minutes of these meetings shall be available on site at all times. Minutes of meeting must be compiled and filed in the relevant OHS files. All employees shall have access to these minutes. Attendance register shall be kept for all the health and safety meetings.

3.20.1 Statutory Health and Safety Committees

1. The principal contractor shall establish statutory health and safety committee in terms of Section 19 of the OHS Act, Act. Similarly, appointed contractors shall establish their own statutory health and safety committee.
2. All appointed contractors shall be members of the principal contractor's safety committee.
3. The Committee shall meet to discuss OHS issues concerning the current work being performed, training, upcoming work and OHS specifications, incidents and lessons learned specific OHS problems, safety performance, action plans and other relevant OHS issues. Listed below is a preferred agenda.
4. SHE representatives for a workplace shall be members of the relevant workplace safety committees (Refer to Section 19 (2) (a) of the OHS Act).
5. The number of persons nominated by employer must not be more than the Health and Safety Representatives on that specific statutory health and safety committee. (Refer to Section 19(2)(c) of the OHS Act)
6. A statutory health and safety committee meeting shall be held at least 3 monthly (where medium to high-risk work is involved, more frequent if required), and all appointed members of the committee shall attend the meeting.
7. Statutory health and safety committees may make recommendations to the principal contractor and the service manager and the Inspector at DoEL.

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8. All health and safety committees shall discuss all projects related OHS Act Section 24 and 25 incidents and other notified serious incidents.
9. Health and safety committees shall follow up on incident investigation recommendations and shall keep record of all recommendations made by the committee.
10. Statutory health and safety committees may make recommendations for the revision of current standards, procedures and practices.
11. The principal contractor and appointed contractors shall ensure that statutory and non-statutory health and safety committees carry out their duties.
12. The chairperson of the health and safety committees shall be selected and appointed by the contractor. The appointed chairperson must be competent to chair meetings and be able to make informed decisions.

3.20.2 Non-statutory health and safety committees

1. Where there are large worksites, then non-statutory sub-committee must be established within that worksite to assist with the communication of health and safety related matters between the statutory health and safety committee and the workplace.
2. The duties and responsibilities of the non- statutory health and safety committees will be the same as the statutory safety committee

3.20.3 Agenda

1. The following serves as the guideline for the SHE Committee meeting agenda.
 - List of agenda items:
 - Matters arising from previous minutes
 - Matters arising from Contractor's SHE meetings.
 - Audit results and feedback
 - Review Health and Safety Representative Inspection Reports
 - Review
 - Incident investigation reports
 - Non-Conformances

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- Announcements (near miss/injury/damage)
- Follow up on recommendations made by the employer in incident investigation reports
- Accident Prevention – Safety Promotion
 - Planned Job Observations
 - OHS Training
 - Protective clothing and equipment
 - Incident Announcements / Recall
- Forthcoming High hazard activities.
- Non-conformances.
- Housekeeping.
- Work permits.
- Work procedures.
- Hazardous materials / substances.
- Fire Prevention
- Occupational Hygiene Assessments, Health Risks and Actions
- Security
- Construction vehicles and mobile equipment
- Rules, Instructions
- Public Safety
- Environmental Management
- Emergency Preparedness
- Statistics report
- Closure

3.20.4 Minutes and action items for all health and safety committee meetings

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1. Minutes and record of action items shall be kept of all health and safety committee meetings.
2. Action column with target dates and responsible person shall be clearly visible on the minutes and shall be completed during the meeting.
3. Statutory health and safety committee meeting minutes and record of action items shall be kept for the duration of the project or a minimum period of three years.
4. Non-statutory health and safety committee meeting minutes shall be kept for the duration of the project or a minimum period of 12 months.
5. All other meeting minutes where OHS is on the agenda, shall be kept for a minimum period of 12 months.
6. The original copy of the minutes and record of the action items must be signed by the chairperson.
7. The relevant service manager and principal contractor shall endorse the relevant minutes with his/her recommendations and return the minutes to the relevant contractors chairperson within 14 calendar days of the meeting.

3.21 Toolbox talks / Daily team talks / pre job meetings

1. A meeting must be held prior to the commencement of the day's work with all relevant personnel associated with the work task in attendance. The job, relevant procedures, associated hazards, safety measures, i.e. the task risk assessments shall be discussed. Each employee who attends the briefing shall sign an attendance list of that pre-job brief form undertaking that they have an understanding of the tasks, risks and control measures required.
2. Where possible, toolbox talks can be included in the pre-job brief meetings. If this does not occur, then weekly toolbox talks must be conducted. The toolbox talk topics will be based on OHS issues pertaining to the construction site and or the project. The topic contents shall be in writing. Attendance registers with the topic listed shall be kept.

3.22 OHS Training

1. The principal contractor, when making a bid for this project shall provide a breakdown list of the OHS training requirements and the costing of such requirements. Similarly,

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appointed contractor must provide the same requirements when bidding with the principal contractor.

2. The scope of training includes but is not limited to the type of work being performed and the relevant procedures. Additional to the requirements, will be that the principal contractor and appointed contractors must have the appropriate qualifications, certificates and employees should always be under competent supervision.
3. Where legislative and Eskom recommended appointments are made, the relevant training shall be given to those appointees prior to the acceptance of those appointments.
4. When there is an amendment to the Acts and/or to the regulations, OHS specification and OHS plan, all affected staff shall undergo the applicable refresher training.
5. Appropriate time must be set aside for training (induction and other) of all employees.
6. Records of all training and qualifications of all contractor employees must be kept on the OHS file.

3.22.1 Induction training

Principal contractor and appointed contractor must ensure that prior to attending the induction training. All employees must undergo a pre-employment medical examination and found fit for duty. A copy of the certificate of fitness must be kept in the OHS file on site for the duration of the project before induction

1. The principal contractor shall ensure that all his / her employees, appointed contractors and their employees have undergone the Eskom induction training prior to commencing work on site.
2. Attendance registers must be completed of any induction training given, which must indicate that they have received and understood the induction training.
3. Prior to attending the induction training, all employees must undergo a pre-employment medical examination and found fit for duty. A copy of the certificate of fitness must be kept in the OHS file on site for the duration of the project.
4. All employees and visitors on site shall carry the proof of induction training.

3.22.2 Site specific induction training

The principal contractor shall ensure that all his / her employees and appointed contractor employees undergo site specific work induction with regard to the approved project OHS plan, general hazards prevalent on the construction site, construction risk assessment, rules and

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regulations, and other related aspects. The induction training should also include identification of sensitive features such as wetlands/vlei areas, red data species, graves, etc.

Attendance registers must be completed of any induction training given, which must indicate that they have received and understood the induction training.

3.22.3 Visitors to site induction

1. Visitors to the site shall be required to undergo and comply with the principal contractor's site-specific safety induction prior to being allowed access to site.
2. All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any work onsite, of any nature.
3. Visitors who have completed site induction must be provided with a record of proof of Induction training.

3.22.3 Refresher Induction Training

At the beginning of every year or after being off site for three months or more, the contract custodians/service manager shall ensure that the appointed contractor employees have undergone Eskom OHS induction training within the first week of returning to site.

3.22.4 General training

The principal contractor will be required to ensure that before an employee commences work on the project, the respective supervisor informs the employee of his scope of authority, the hazards associated with work as well as the control measures to be taken. This will include man-job specifications, the discussion of any task procedures or hazardous operational procedures to be performed by the employee. The Principal Contractor is to ensure that the supervisor has satisfied himself that the employee understands the hazards associated with any work to be performed by conducting task/job observations.

3.23 Contractor Site Establishment

Where contractors are providing their own facilities, the following shall apply:

1. Prior to establishing a project site, a site plan is required to be drawn and submitted to the service manager, listing position of all buildings, amenities, storage, stacking areas

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and temporary electrical installations. The appropriate colour coding and demarcation of storage and stacking areas must be carried out.

2. When compiling the site plan, cognisance must be taken to the establishment of the site camp, ablution facilities and dining area in relation to one another and away from stacking and storage areas.
3. Main contractor's site facilities should be managed and kept hygienically clean at all times.
4. Where the materials are stored at the work sites, proper stacking and storage shall be carried out and maintained in good order at all times.

3.23.1 Site roads

1. When planning, sufficient areas must be allocated for parking of construction vehicles and mobile equipment's as well as roadways for ease of manoeuvrability of these vehicles.
2. Sufficient width roads to be provided and adequate space is to be allowed for large vehicles traversing the sites.

3.23.2 Construction vehicle safety

1. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.
2. No drivers or operators may text, talk on cell phones or two way radios whilst driving, unless a hands free kit is used.
3. All drivers of construction vehicles are to have valid medical fitness certificates.
4. Each Project site that is enclosed by demarcation will have system/ process to manage vehicle access to site.
5. Contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
6. Drivers of light vehicles must avoid stopping or parking in the vicinity of machines. At least 30 (thirty) meters must be left clear between such a vehicle and such a machine

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7. Contractor vehicles can be subject to inspections by the Client/Agent's representative. Vehicles which are not roadworthy will not be permitted to be used on the project.
8. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them. Precautions shall be taken to secure all loads properly. Loads projecting from vehicles shall be securely loaded and in daytime a red flag and during darkness a red light or red reflective material shall be attached to the extreme end of such projecting material.

3.24 Housekeeping and Order

1. All contractors shall maintain a high standard of housekeeping within their sites and vehicles for the duration of the project.
2. Prompt disposal of waste materials, scrap and rubbish is essential.
3. Materials/objects shall not be left unsecured in elevated areas –falling objects may cause serious injuries/fatalities.
4. Nails protruding through timber shall be bent over or removed so as not to cause injury.
5. All packaging material including boxes, pallets, crates, etc. to be removed from the work area immediately.
6. On completion of his / her work, the contractor is responsible for clearing his / her work area of all materials, scrap, temporary buildings and building bases to the satisfaction of the client/agent.
7. In cases where an inadequate standard of housekeeping has developed, compromising safety and cleanliness, anyone has the responsibility to bring it to the attention of the principal contractor in the first instance and the Eskom service /site manager in the second instance.
8. The Eskom Service /Site Manager has the right to instruct the principal contractor and appointed contractors to cease work until the area has been tidied up and made safe. Neither additional costs nor extension of time to the contract shall be allowed as a result of such a stoppage. Failure to comply with this requirement will result into site cleaning by another cleaning contractor company at the cost of the principal contractor.
9. The principal contractor shall carry out regular safety/housekeeping inspections (at least weekly) to ensure maintenance of satisfactory standards. The principal contractor shall document the results of each inspection and shall maintain records for viewing.

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3.24.1 Stacking

1. Before stacking any material, the contractors or their employees must consult the service manager for authorisation to use such an area for stacking purposes. This is to prevent haphazard arrangements.
2. Adequate care must be taken by the contractor to ensure that storage and stacking is carried out correctly and safely.
3. Correct shelf stacking must be carried out, heavy and bulky on the bottom, light and small on top.

3.25 Workplace Signage and Colour Coding

1. Symbolic safety signage shall be displayed where it is required by legislation.
2. All symbolic safety signage shall conform to the requirements of SANS standard 1186.
3. Signs shall be positioned to be seen from most positions within the work sites / areas.
4. All signage must be clear at all times and be replaced timeously when worn out.
5. Contractors establishing sites must erect a company sign at their site offices to reflect the name and contact details of the: Construction Supervisor; Health and Safety Manager/Practitioner; First Aider; Health and Safety Representative and Evacuation warden.
6. The location of every first aid box; fire extinguisher and emergency exit is to be clearly indicated by means of a sign.
7. When using, an explosive power tool the appropriate signage shall be erected, warning people of its use.
8. Contractors shall provide signage where work is conducted and where unauthorised entry is prohibited and/or where alerting and cautioning passers-by to be aware of potential dangers.
9. The meanings of the appropriate symbolic signage must be discussed during induction training and toolbox talks.
10. Where possible, within workshops, work areas and established premises, the appropriate sign indicating the meaning of symbolic safety signs must be displayed.

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3.26 Tools and Equipment

1. Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
2. Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
3. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto the project and the records shall form part of the OHS plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.
4. All fuel driven equipment must be properly maintained in accordance with the manufacturer's recommendations and legal requirements.
5. Eskom reserves the right to inspect tools or items of equipment brought to site by contractors for use on this project.
6. Should Eskom personnel find any item that is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the Eskom personnel shall advise the contractor in writing and the contractor shall forthwith remove the item from site and replace it with a safe and adequate substitute.

Note: In such cases, the contractor shall not be entitled to extra payments or extensions of time in respect of delay caused by Eskom's instructions.

7. Where defective tools and equipment's are identified, such tools and equipment shall be removed out of site immediately, locked away to prevent further use until such time as the tool or piece of equipment has been repaired.
8. Contractors shall ensure that the appropriate records are kept for all tools and equipment used on the project. Such tools and equipment's shall be subjected to regular inspections.

3.26.1 Hand tools

1. All hand tools (hammers, chisels, spanners, etc.) must be recorded on a register and inspected by the construction supervisor on a monthly basis as well as by users prior to use.

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2. Tools with sharp points in tool boxes must be protected with a cover.
3. All files and similar tools must be fitted with handles.
4. No make shift tools are permissible on the project.

3.27 Excavations or Trenches

The Principal Contractor and its Sub-contractors shall comply with the following requirements:

- Digging, excavation, or driving a peg, pile, or spike into the ground by the contractor may not commence without written authorisation from the client's/agent's representative.
- Prior to commencing work on any excavation or trench, the Principal Contractor and or its Sub- contractors shall determine the location of all underground installations, that is, sewer, telephone, water, fuel, electric, etc. Overhead hazards shall be assessed and dealt with prior to commencement of work.
- Adequate precautions shall be taken by the contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- All excavations done by the contractor are to be clearly demarcated and barricaded to prevent accidental access.
- Only solid barricading will be used in areas where a fall hazard is present. Solid barricading and/or hole covers shall be provided around all holes or openings to prevent any person being
- injured as a result of a fall. Danger tape may only be used as a pre-warning to make the solid barricading more visible and to prevent persons from coming close to the danger area.
- Barricading must be placed as close as reasonably possible to the excavation.
- If an excavation or trench endangers the stability of buildings or walls, shoring, bracing, or underpinning will be provided. Excavations and trenches that are adjacent to backfilled excavations or trenches, or that are subject to vibrations from railroad traffic, road traffic, blasting in open-cast mining, or the operation of machinery (for example, shovels, cranes, trucks), must be secured by a support system, shield system, or other protective system (that is, sheet pile shoring, bracing).
- Where it is impracticable to provide fixed guard railing, effective removable barriers shall be provided at all unguarded openings in guard railings or floors, and these shall be maintained in position at all times until the hazard no longer applies

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- Warning signs and flashing warning lights at night shall be displayed in suitable positions to warn any persons approaching the area of the location and extent of any excavation.
- No material to be within 3 m of the excavation edges.
- All excavations must be on register and inspected daily before work commences and after inclement weather by the contractor's appointed competent person, declared safe, and his/her findings noted in the said register. The Employer may review the said register on a predetermined frequency not exceeding seven (7) days.
- While work is being performed in an excavation, there shall be a supervisor at all times.
- Every twelve meters, there shall be an escape ladder in all excavations.
- Requirements in CR regulation 13 of the OHS Act shall apply as well.
- No work shall commence in an excavation, unless the excavation has been declared safe by the competent person.

3.28 Use of Danger Tape

The use of a danger tape as a barricade is prohibited. Danger tape can only be used as a warning sign and hard barricading must be used to prohibit entry in work areas.

3.29 Employees' right of refusal to work in an unsafe situation

The employer has the duty to inform each person of his or her right to refuse unsafe work, which includes that every employee shall, at work:

- Take reasonable care of his or her own health and safety and that of any other person who may be affected by his or her acts or omissions.
- Co-operate in order to enable that any duty or requirement, including absolute (or strict) requirements imposed on the employer in order to achieve a safe workplace, are performed and complied with.
- Take reasonable care of his or her own health and safety and that of any other person who may be affected by his or her acts or omissions. Co-operate in order to enable that any duty or requirement, including absolute (or strict) requirements imposed on the employer in order to achieve a safe workplace, are performed and complied with.

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- Employees have a duty to take reasonable care of their health and safety and the health and safety of other persons, to cooperate with the employer, to carry out lawful orders, to report unsafe situations and incidents, and engage in a manner following the behavioural safety observations

3.30 Auditing

3.30.1 Approval and compliance of principal contractor OHS plan

The Contractor's OHS Plan will be audited against compliance checklist so as to verify compliance to the requirements of the Eskom OHS specifications. Once there is compliance only then will the principal contractors OHS plan be approved by the project manager or an appointed Eskom contract custodian. The implementation of the OHS Plan shall be assessed/ audited by Eskom personnel on a regular basis. This will include physical conditions evaluation.

3.30.2 Eskom OHS audits

Eskom shall evaluate all contractors' OHS performance on an ongoing basis against the legal, Eskom requirements, OHS specification and the contractors OHS plans.

Note: Eskom reserves the right to conduct unannounced audits on contractors

There will be monthly audits conducted by Eskom on the principal contractor/s and/or appointed contractors. These audits shall be attended by the Eskom OHS Practitioner.

If there are any findings / non-compliance identified as serious in these audits, an activity will be stopped for that specific Principal Contractor and appointed contractor. Refer to section on "Work Stoppage" in this OHS Specification.

3.30.1 Contractor audits

Principal Contractors are required to conduct internal audits on both their employees and their appointed contractors on the implementation of their OHS Plan on a monthly basis or when the scope of work changes. A summary of the findings and the proposed corrective actions shall be submitted to Eskom service manager within one week after completion of the audit. Where appointed contractors are audited by the principal contractor a copy of the audit report shall be submitted to the appointed contractor within 7 days of the audit.

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3.31 Contractor Performance Monitoring

- Contractor management is required to do the following as part of the continuous improvement initiatives, and this is applicable if the contractor will be onsite for more than a month.

3.31.1 Planned Job Observation:

- Contractors to have Planed Job Observation procedure or plan
- Planed Job Observation conducted using Safe Work Procedures on weekly basis by a contract supervisor
- Planed Job Observation deviations identified and documented or written confirmation on the PJO form by construction site manager if no deviations found
- Planed Job Observation actions tracked and monitored
- Planed Job Observation actions closed and signed off

3.31.2 Visible Felt Leadership (VFL) and Behavioural Based Safety (BSO):

- Contractors to have BSO Programme or plan.
- Conduct visible Felt leadership by top management (16.2) and construction site manager/s once a month.
- Supervisors and OHS Officers (where applicable) to do behavioural based safety observations once a week, analyse BSOs for their employees to check trends and develop plans to address behaviours.
- All deviations tracked, monitored, closed and signed off within 30 calendar days by the contractor.

Contractor Chief Executive or Managing Director shall present the lost time incidents at Business Unit Power Station General Managers meeting/SHEQ OU Meeting.

3.31.3 Contractor/Supplier Management Key Performance Indicators (KPI's)

- Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS specification and applicable legislation as amended.
- Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.

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3. Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Develop and comply to Behavioural Safety Observation (BSO) and Planned Job Observation programmes (PJO).
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of the particular shift during which the incident occurred.
8. All incident investigations shall be completed within 30 days of the occurrence of an incident.
9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
10. Close audit findings as per the Eskom procedure or audit report recommended time frames.
11. Close Non-conformance as per the recommended time frames.

3.32 Smoking

The national smoking policy must be observed and smoking is permitted in designated areas only (Eskom Smoking Procedure 32-36).

3.33 Cellular Phones

The national requirements regarding the use of cellular phones must be observed, in particular when driving and or operating mobile equipment and or machinery.

3.34 Occupational Health, Hygiene and Rehabilitation

All contractors are required to develop an Occupational Health, Hygiene and Rehabilitation program. The program is intended to ensure that the risks to health are identified and controlled.

3.34.1 Medicals

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Note: Eskom will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.

1. Principal contractors must ensure that their employees and their appointed contractor employees have a medical surveillance program whereby their employees undergo entry, periodic and exit medical fitness examinations.
2. In order for the appropriate medical examinations to be conducted, each employee must have a person- job specification, which must indicate the description of work, list of hazards and potential occupational exposure limits, physical hazards and required physical attributes.
3. Medical fitness certificates shall be renewed annually for employees who are working on site. This shall be maintained until completion of the contract.
4. The Principal Contractor must ensure that his / her employees and appointed contractor employees have undergone pre-entry medical examination before starting work on the contract.
5. The principal contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

3.35 Risk Assessments

It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an employer to carry out risk assessments, to establish which risks and hazards are attached to the health and safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported. A risk assessment is defined as an identification of the hazards present in an organisation and an estimate of the extent of the risks involved, taking into account whatever precautions are already being taken. It is essentially a three-stage process:

- identification of all hazards;
- evaluation of the risks;
- Measures to control the risks.

Risk assessments are required to be maintained. This means that significant changes to a process or activity, or any new process or activity should be subjected to a risk assessment and that if new hazards come to light during the work process, then these should also be subjected to risk assessments. Risk assessments for long term processes should be periodically reviewed and updated. Method statements or written safe work procedures are an effective method as information and record of the way jobs / tasks must be performed.

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Daily or issue based or task specific or on the job risk assessments must be conducted at the place where work is to be performed/ conducted to allow managers and employees to assess any inherent risks that could have been overlooked during the initial risk assessment or any changes that might have occurred in a period of absence. For example, if a job / task is extended over a day or halted due to inclement weather.

3.36 Safe Work Procedures and Practices / Safe Operating

There must be written safe work procedures for all activities, the safe work procedures must be aligned with the risk assessments.

3.37 Personal Protective Equipment Requirements

1. The Principal contractor must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and appointed contractors on site.
2. All contractors shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Where there are unusual instances where particular activities require additional type of PPE, then a risk assessment must be conducted where such PPE requirements will be identified and the issuing be carried out.
5. All contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual contractor's responsibility to provide the PPE.
7. All PPE purchased and used by all contractor employees including visitors must comply with the relevant SANS standards.
8. Where deemed as a requirement, then high visibility vests shall be worn.
9. A principal contractor and appointed contractor employees not complying with PPE requirements must stop work immediately and leave the site. Supervisors, Site Managers, and Eskom Service Manager must be informed. An enquiry must determine whether PPE was issued. If PPE was issued, the employee must be

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suspended, and consequence management implemented. If the company failed to issue PPE, work must stop until PPE is issued, proof submitted, and an NCR issued.

3.38 Incident Investigation

All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9, using Eskom Procedure 32-95 as a reference, and where injuries as contemplated in sections 24 and 25 have been sustained, be reported to the Department of Employment and Labour.

Contractors shall use the standard General Administrative Regulation Annexure 1 “Recording of an Incident” form for all incident investigation reports. The objective of incident investigation should not only be a legal requirement but should establish why and how the incident occurred and find out the real root cause of the incident and to decide on precautionary measures that are required to address the root cause to prevent any further recurrences of the same or similar incidents.

3.39 Emergency Management

The art of emergency preparedness and response is to minimise the effects of any emergency and to restore normal activities as soon as practical. The contractor must familiarise themselves with the Eskom emergency response plan and procedure. Periodic emergency drills must be undertaken to test the effectiveness of the plan. This must be recorded and provided on request.

3.40 Non-Conformance and Compliance

1. Any non-compliance to any health and safety requirement in this OHS specification is subject to discipline in terms of the Eskom Procurement and Supply Management Procedure.
2. Principal contractors are required to implement a non-conformance procedure (if not already in place) for issuing to contractors for transgressions. The procedure can include “quality” related non-conformance issues. Similarly, appointed contractors must implement a non-conformance procedure.
3. The procedure for the issuing and closing off of non-conformance reports shall be strictly adhered to.
4. Contractor project management must monitor the close out non-conformances issued, in not doing so; any recommendations made may not be implemented.

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5. Where non-conformances are issued by Eskom then one of the close-out steps of the procedure will be for the offender to be called by the responsible project manager to explain the non-conformance issued and what plan is in place to prevent a recurrence of the non-conformance.
6. Should the contractor fail to provide adequate PPE to their employees for the tasks being performed and/or to visitors; failure to enforce the wearing of such PPE will be viewed as a transgression of the legislative and Eskom requirements.

3.41 OHS File

1. An OHS file means a file or other record in permanent form, containing the information about the safety and health management system during construction and all information relating to the post-construction phase after handover to the client, so that the client can maintain the works in a healthy and safe way.
2. All contractors are required to keep an OHS file on every project site. If there is more than one site per project, a file per site shall be kept at that site. Contractors may keep additional files at their head office as additional records. The OHS file shall be maintained by all the contractors on their construction sites and shall be available on request for audit and inspection purposes.
3. The OHS file shall consist of the requirements in terms of the project's safety specification, the contractor's safety and health plans.
4. The sequence of filing the documentation must be kept in the same sequence as listed in this OHS specification and the OHS plan.
5. Each record shall be separated by partitions to afford easy identification and access. Each partition must be labelled.
6. On completion of the construction work/project, the principal contractor must hand over a consolidated health and safety file to the project manager. The principal contractor must also hand over all drawings, designs, lists of materials used, and other applicable information about the completed structure, as well as the list of subcontractors, the agreement, and the type of work completed.
7. In case where the project is extended, should the documentation in the OHS files become cumbersome, the older documentation must be archived in boxes which shall be correctly labelled and be available for auditing purposes. The archived documentation must be handed over at the completion of the project.

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3.42 Work Stoppage

1. Any person may stop any activity where an unsafe act or unsafe condition that poses or may pose an imminent threat to the safety and health of an individual or create a risk of degradation of the environment. This includes any unauthorised work or service performed by, or legally or contractually non-compliant acts or omissions by, any contractor contracted to work at that site.
2. Work stoppages that are initiated due to OHS concerns, non-compliance, or poor performance related to the contractor's works or services shall not warrant any financial compensation claim lodged against Eskom where the contractor has not met the requirements defined legally or contractually.
3. Where stoppages are carried out, the required non-conformance report shall be raised.
4. All work stoppages ideally should be investigated and documented by contract custodians.

3.43 EMPLOYEES' RIGHT OF REFUSAL TO WORK IN AN UNSAFE SITUATION

The employer has the duty to inform each person of his or her right to refuse unsafe work, which includes that every employee shall, at work:

- Take reasonable care of his or her own health and safety and that of any other person who may be affected by his or her acts or omissions.
- Co-operate in order to enable that any duty or requirement, including absolute (or strict) requirements imposed on the employer in order to achieve a safe workplace, are performed and complied with.
- Take reasonable care of his or her own health and safety and that of any other person who may be affected by his or her acts or omissions.
- Co-operate in order to enable that any duty or requirement, including absolute (or strict) requirements imposed on the employer in order to achieve a safe workplace, are performed and complied with.
- Employees have a duty to take reasonable care of their health and safety and the health and safety of other persons, to cooperate with the employer, to carry out lawful orders, to report unsafe situations and incidents, and engage in a manner following the behavioural safety observations

3.44 Hours of Work

The requirements of the Basic Conditions of Employment Act, Chapter Two "Regulation of Working Time" must be adhered to. All contractors are required to maintain an accurate record of time worked by each employee.

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	PEAKING OHS SPECIFICATION FOR ADDITIONAL ROAD SPEED HUMPS TO MAIN ACCESS ROAD AT INGULA PUMPED STORAGE SCHEME	Template Identifier	167A/15724	Rev	1
		Document Identifier	364-691371	Rev	1
		Effective Date	June 2024		
		Review Date	June 2027		

3.44.1 Normal work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify their Eskom Supervisor or project manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Where applicable, the notification should include proof of application, for overtime, to the Department of Labour and /or the letter of approval from the Department of Labour.

3.44.2 Night work

When night work is to be performed; contractors shall provide sufficient lighting to enable the entire work site to be illuminated to a degree that employees will not work in dark (un-illuminated) or dimly lit areas. Care must be exercised as not to use few lights with high light intensives as this will cause night blindness.

If work is continuing from day light into night, at dusk, a toolbox talk must be held where all employees will be advised of the hazards of night work and the extra precautions which require to be taken, i.e. poor housekeeping, stepping on uneven ground, stepping into holes etc.

3.44.3 Overtime

When overtime is required to be performed, the appointed contractors shall inform the principal contractor of such action. The principal contractor shall inform the Eskom service manager of such function. Contractors shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

3.45 Security Clearance

- Contractors are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days. If the principal contractor appoints an appointed contractor, the same provisions and measures will apply to the subcontractor. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered.
- Contractors are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager. The Security Manager is required to verify the authenticity of the CRC Certificate with SAPS and to cross reference the employee seeking access against known HR databases and site databases to determine if the employee in question has in the past participated in disruptive labour actions and if the individual

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was dismissed from Eskom and the reason for such dismissal. Every employee applying for access must be evaluated as an individual and subsequent finding recorded. For the purpose of clarity, contractors who were previously found guilty of offences in terms of the National Road Traffic Act 93 of 1996 and/or has paid guilt admission fines, will be exempted and be allowed to access site

3.46 Omissions from Occupational Safety and Health Specification

By drawing up this OHS specification Eskom has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor to adequately provide for the health and safety of employees on site.

Should Eskom not have addressed all SHEQ aspects pertaining to the work that is tendered for, the contractor needs to include it in the OHS plan and inform Eskom of such issues when signing the contract.

3.47 Contract Sign-Off

On completion of the project, all appointed contractors shall close out their project documentation; OHS files and forward such to the principal contractor. The principal contractor shall likewise close out his/her project documentation and OHS files and forward such to the Eskom service manager.

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	Work Instruction	Peaking Operating Unit
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Title: **Working in Confined Spaces**

Document Identifier: **167A/16147**

Alternative Reference
Number:

Area of Applicability: **Peaking Operating Unit**

Functional Area: **Risk and Assurance**

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Compiled by

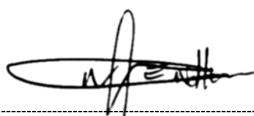


Thato Lekgau

**Snr Advisor Occupational
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Date: 2025-11-20

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Date: 2025-11-20

Authorized by



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Date: 2025-11-21

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CONTROLLED DISCLOSURE

1. Introduction

This document outlines the approach in which Peaking Power Station will manage its Confined space activities.

2. Supporting Clauses

2.1 Scope

For all Permit required and Non-Permit Required Confined Spaces entry at Peaking Power Station.

2.1.1 Purpose

For the Safe Entry, Work and Exit of Permit Required Confined Space

2.1.2 Applicability

This work instruction shall apply to all Peaking employees, contractors, and visitors who are required to enter or and work in a confined space.

2.2 Normative/Informative References

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

2.2.1 Normative

[1] Occupational Health and Safety Act 85 of 1993.

[2] ISO 9001 Quality Management Systems.

[3] Plant Safety Regulations.

2.2.2 Informative

[4] Occupational Health and Safety Act, Act 85 of 1993.

2.3 Definitions

Definition	Explanation
Confined Space	a. is an enclosed or partially enclosed space that is not primarily designed or intended for human occupancy; b. has a restricted entrance or exit by way of location, size or means; c. can represent a risk for the health and safety of anyone who enters (e.g. tanks, vessels, storage bins, terrace bins, hoppers etc.).

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Definition	Explanation
Permit	a. Contains or has potential to contain a hazardous atmosphere. b. Contains a material that has the potential for engulfing an entrant. c. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly d. converging walls or by a floor which slopes downwards and tapers to a smaller cross section or, e. Contains any other recognized serious safety or health hazard.
Non-Permit Required Confined Space	Means a confined space that does not contain atmospheric hazards nor has the potential to contain any hazards capable of causing death or serious physical harm.
Permanent Confined Space	A permanent work space where entry is only possible provided a permit has been issued.
Non-Permanent confined space	A space that may not be entered into during normal operating conditions or whilst on standby. The space will then be classified as a PERMANENT CONFINED SPACE during maintenance, inspection, cleaning, or any other activity that requires entry.
Engulfment	The surrounding and effective capture of a person by a liquid or finely divided "flow able" solid substance that can be aspirated to cause death by plugging or filling the respiratory system or that can exert enough force on the body to cause death by strangulation, restriction or crushing.
Written Safe Work Procedure	An agreed/approved/written procedure that has been drawn up beforehand and agreed to by all relevant parties, stating an acceptable and safe method in which defined and specific tasks may be carried out safely.
Safety Watcher	Any person who remains at the entrance of a confined space.
Entry Supervisor	Permit Holder or Responsible Person (RP) as per PSR
Authorized Gas Test and Heat stress Certificate Issuer	For gas test purposes: person appointed to perform gas and heat stress tests. For purpose of declaring a confined space safe to enter,
Authorized Entrants	Persons signed on the workers register
Atmospheric Hazards	a. Oxygen limits b. Flammable atmospheres c. Toxic gases
Engulfment Hazard	The Appointed Person/Responsible Person (Permit Holder) who analyses the risk of entry must conduct a Risk Analysis before entry is permitted. All possible steps must be taken to eliminate all possible/potential risks identified before entry is permitted.
Mechanical Hazards	The activation of Electrical or Mechanical equipment, the operating of valves or any other type of stored energy while in a confined space is not permitted, unless the necessary safety precautions are in place/have been taken.
Chemical Hazards	Any confined space that contains a chemical must first be cleaned and certified clean by an Authorised Chemist as safe to enter.
Environmental Certificate	A certificate issued prior to work being performed in a hot confined space.
Gas test certificate	A certificate issued prior to a confined space entry. Declares a work environment free from flammable, toxic and oxygen deficient gases.

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Definition	Explanation
Safe Entry Certificate	A certificate that is issued by the plant owner after the gas and environmental tests has been issued.

2.4 Abbreviations

Abbreviation	Explanation
LFL	Lower flammable limit
UFL	Upper flammable limit
LEL	Lower explosive limit
UEL	Upper explosive limit
IDL	Immediately dangerous to life or health
HP	High pressure
LP	Low pressure
BFPT	Boiler feed pump turbine
RP	Responsible person
CW	Cooling water
WBGT	Wet Bulb Globe Temperature

2.5 Roles and Responsibilities

2.5.1 Before entry into a Confined Space

- Responsible manager must ensure that the testing instruments are calibrated, and the tester is trained and appointed.
- Possible hazards in respect of the following must be identified, and all necessary precautions are to be taken to eliminate these threats as far as possible.
- An authorised person must do a gas test and the confined space must be certified safe to enter.
- Temperature index has to be conducted by a certified person to issue an Environmental Certificate for a hot confined space.
- The RP/Permit office will then issue a safe entry certificate after receiving confirmation (Gas and Environmental certificate) of the confined space.
- RP has to make sure doors are locked in an outside position, confined space signs as well temporary lighting is in place and working, especially on large, confined spaces.

2.5.2 Duties of authorised entrants (Person's signed on the "workers register")

- Know the hazards that may be faced during entry, including information on the mode of absorption, signs, symptoms, and the consequences of exposure.
- Properly use the equipment necessary to ensure safe entry and completion of assigned work.
- Communicate with the attendant and inform the attendant of potential hazardous and prohibited conditions or situations and evacuate as quickly as possible whenever:
 - An order to evacuate is given to the authorised entrant supervisor.

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- ii. The entrant recognises any warning sign or symptom of exposure to a dangerous situation or detects a prohibited condition.
- iii. Where/when necessary (as determined by the permit holder) personal gas monitors must be worn by at least one entrant, and all entrants must be aware of the following conditions: Oxygen level, Flammable gas levels and Toxic gases levels

2.5.3 Duties of safety watch

- a) Know the hazards of the Confined Space, including information on the mode of absorption, signs, symptoms and the consequence of exposure.
- b) Be aware of possible behaviour effects of hazard exposure to entrants.
- c) Maintain an accurate account of all authorised entrants (Separate from Workers Register).
- d) Communicate with authorised entrants.
- e) Monitor activities inside and outside permit space to determine if it is safe for entrants to remain in the space.
- f) Contact the Control room as soon as the safety watch determines that the authorised entrants may need assistance to escape from the confined space. The attendant must not enter the confined space under any circumstances.
- g) Perform no duties that might interfere with the attendants' primary duty to monitor and protect the authorised entrants.
- h) Stay on duty at the entrance until the last entrant has left the confined space.

2.5.4 Duties of the entry supervisor or responsible person (Permit Holder)

- a) Know the hazards that may be faced during entry, information on the mode of absorption, signs, symptoms and consequences of exposure.
- b) Verify that all entrants are on the permit (workers register), that tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before accepting the permit and allowing entrance.
- c) Terminates (withdrawing the workers register) and clears the permit when entry operation covered by the permit is completed, and when conditions that are not allowed under the entry permit arise in or near the space.
- d) Verify that rescue services are available and that he or she knows the contingency plan for a rescue prior to entry.
- e) Prevent all unauthorised personnel from attempting to enter the permit space.
- f) Determine that entry operations remain consistent with the terms of the entry permit whenever responsibility for the entry operation is transferred.

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- g) Ensures that the intervals of monitoring as dictated by the hazards and operations being performed within the space are being followed.

2.6 Process for Monitoring

All Departments to make sure this work instruction is adhered to by every employee in their departments including contractors under them.

2.7 Related/Supporting Documents

N/A

3. Procedure/Document Content

Peaking shall take steps to ensure that a confined space is entered by an employee or any other person only after the air or the environment has been tested and evaluated by a person who is competent to pronounce on the safety thereof.

3.1 Risk Assessment

The risk assessment process for a confined space shall consider the following hazards amongst others:

- a) A flammable gas, vapors, or mist more than 10% of its Lower Flammable Limit (LFL) or 10% of its Lower Explosive Limit (LEL).
- b) The concentration of any hazardous chemical agent.
- c) Any atmospheric condition recognized as immediately dangerous to life or health.
- d) Build up or inflow of material in transfer chutes, bins, and silos.
- e) Any inflow of water or potential for water/ slurry.
- f) Electrical or mechanical hazards.
- g) Biological and radiation hazards.
- h) Possible asphyxiation by engulfment of material or liquid.
- i) The presence of flammable gas, an oxygen-deficient atmosphere or hazardous substance.
- j) The type of work that is performed.
- k) The time and number of employees required to work in the Confined Space
- l) Falling tools or materials.
- m) Tripping over pipes, hoses or tools, or stepping into tank drain sump.
- n) Knocking heads against obstructions.
- o) Slipping on wet or oily surfaces.
- p) Discharge of steam, high-pressure air, water or oil into the tank or surrounding work area.
- q) Use of improper or poorly maintained tools or equipment, especially electrical equipment.

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- r) Failure to isolate electrical power, process and service lines from the tank.
- s) Inadequate lighting.
- t) Electrocution from faulty electrical equipment; and
- u) Exposure to high temperatures (heat stress).

3.2 Working in a Confined Space

- a) The environmental and gas test shall be issued by a competent person who will in writing certify that the confined space is safe and will remain safe while any person is in the confined space.
- b) Permission to work in a confined space shall be granted following a test confirming the environmental conditions in the area.
- c) The test shall detect if there are any hazardous gasses, vapours, high temperatures and fumes harmful to health.
- d) An RP shall ensure that any confined space in which gas, vapour, dust or fumes is likely to exist, with an oxygen content of less than 20 per cent by volume, be entered by an employee or other person only when:
 - i. The confined space is purged and ventilated to provide a safe atmosphere.
 - ii. Measures necessary to maintain a safe atmosphere therein have been taken.
 - iii. The confined space has been isolated.
- e) At least one other person trained in first aid shall remain in attendance outside the entrance of the confined space in order to assist or remove any or persons from the confined space, should a need arise.
- f) A supervisor responsible for the area shall ensure that all persons vacate a confined space on completion of any work.
- g) During confined space work, an employee shall carry an additional multi-gas monitor to ensure continuous monitoring of the atmosphere.

3.3 Confined space warning signs

The RP doing the isolations must post confined space warning signs at all entrances of the confined space. The confined space supervisor (permit holder) must ensure that these signs are in place and conspicuous before accepting the permit.

3.4 Environmental Conditions and Testing

Peaking through its RP shall ensure that:

- a) The atmosphere inside a confined space is tested before entering for relevant harmful, flammable substance and oxygen content.

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- b) The atmosphere inside a confined space is tested before entering for relevant harmful, flammable substance and oxygen content.
- c) A competent person with a certificate in measurement of gases and heat stress monitoring in confined spaces course must conduct an atmospheric test for a confined space.
- d) Gas test and heat monitoring results must be recorded and attached to the permit and be available at the entry.
- e) If atmospheric monitoring cannot confirm a safe environment before entry, then personnel should not enter the confined space until further controls are implemented, and the working atmosphere becomes safe for entry and work.
- f) Gas test and heat monitoring equipment has a current and valid calibration certificate.
- g) Preference be given to the usage of telescopic probes, where the permit issuer needs to enter the Confined Space while performing test work.

4. Work Permit before the work commences

If test results conclude that a safe atmosphere exists in the Confined Space, the following is noted in the Safe Work Permit before the work commence:

- a) Personal Protective Equipment required by employees conducting work.
- b) Time and date.
- c) Approved portable multi-gas continuous gas monitoring device serial number.
- d) Work rest-regime required.
- e) Safety and equipment measures
- f) Special instructions during “hot work”.
- g) and any additional special instructions.

5. Control measures

- a. While planning activities requiring a potential entry in a confined space, alternative and safer methods are considered at all times.
- b. The hierarchy of controls is utilised to scrutinise the risk assessment process and explore all alternatives to avoid the need of having personnel enter confined spaces.
- c. The hierarchy of controls is applied when considering the control of confined spaces hazards, first considering elimination, engineering controls and administrative controls before resorting to personal protective equipment.

6. Personal protective equipment

Peaking will ensure that where it is not reasonably practicable to ensure the confined space contains a safe oxygen level or safe levels of airborne contaminants, the RP should provide:

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- a) Appropriate respiratory protective equipment (RPE) which would render sufficient protection against the contaminant encountered.
- b) Where there is the risk of asphyxiation, the entrants are provided with self-contained breathing apparatus.
- c) Where employees are required to make use of full-body harnesses, when working inside a confined space, lifelines are attached to the harnesses and runs back to a point outside the confined space.

7. Prohibitions

- a. No person may enter a confined space without following this procedure.
- b. No "hot work" related activities (welding, flame cutting or grinding) shall be performed in the Confined Space unless the Confined Space is declared safe for "hot work" and a "hot work" permit has been issued;
- c. No Safe Work Permit is issued without a continuous approved portable multi-gas monitoring device issued to the employees conducting work in the Confined Space;
- d. "Hot work" and volatile organic compounds (VOC's) may never be used inside a Confined Space during the same work activity. Thus, one work permit for each task with only one work permits being active at any given time.
- e. Only the persons contained in the list compiled by the responsible supervisor may be allowed to enter the confined space;
- f. No persons or equipment shall be allowed in a confined space containing a flammable atmosphere;
- g. No cutting torches/equipment shall be left in confined space during breaks;
- h. Oxygen or compressed air may never be used for ventilation purpose;
- i. No smoking or eating is allowed in any confined space.
- j. No confined space work must be undertaken unless there is an emergency rescue plans in place and rescue team is available and ready to execute the rescue plan.

8. Emergency Preparedness and response

No confined space work must be undertaken unless there is an emergency rescue plans in place and rescue team is available and ready to execute the rescue plan. Account needs to be taken not only of accidents arising out of specified risks, but also any other accident in which a person may need to be recovered.

To be suitable and sufficient the arrangements for rescue should include consideration of:

- Rescue and resuscitation equipment.
- Harness and fall arrest systems
- Self-Contained Breathing Apparatus
- Raising the alarm and rescue.
- Safeguarding the rescuer.
- Fire safety.
- Control of plant.
- First aid.

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- Training.

It is the RP's responsibility to ensure any measures deemed necessary are in place and tested prior to any confined space entry or where required by its risk assessment. One person must remain on duty outside the confined space and this person must maintain communication with those inside the confined space. The rescuer must control the rescue line attached to the safety harness and must assist in the removal of any person from the confined in the case of an emergency.

An adequate communication system is required to enable:

- Communication between people inside and people outside the confined space.
- Help to be summoned in an emergency.

Systems can include speech, tugs on a rope, telephones, radios etc. Equipment to be used in potentially flammable or explosive atmospheres should be specially protected so they do not present a source of ignition.

In the event of an emergency the following persons should be notified as soon as possible as per Emergency Preparedness Plan,

- Rescue team personnel
- Managers/Supervisor
- Officer SHE
- Occupational Health Practitioner
- Emergency Medical Services

9. Acceptance

This document has been seen and accepted by:

Full Name and Surname	Designation
Nathi Ndlovu	Risk and Assurance Manager
Shivana Maharaj	Engineering Manager
Pamela Mrubata	Plant Manager
James L'etang	Senior Manager Technical
Maremane Tsotetsi	Plant Manager - Drakensberg
Patrick Mhlongo	Plant Manager – Ingula Pump Storage Scheme
Khaya Kebeni	Plant Manager - Palmiet
Shawn Hurling	Plant Manager - Renewable

10. Revisions

Date	Rev.	Compiler	Remarks
July 2025	1	Thato Lekgau	New document

11. Development Team

- N/A

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Appendix A – Acceptable Gas Levels

Agent	CAS Number	Formula	OEL-8 Hour TWA	OEL- STEL/C	Notations
Carbon Monoxide	630-08-0	CO	50	-	-
Carbon Dioxide	124-38-9	CO ₂	10 000	60 000	-
Sulphur Dioxide	7446-09-05	SO ₂	-	0.5	-
Oxygen	-	O ₂	No less than 19.5% Not more than 23.5%		
Lower Explosive Limit	-	LEL	Not more than 10%		

Confined spaces are classified into three different classes, namely:

Class A: Spaces those present situations which are immediately dangerous to life or health (IDHL). These include spaces that are either deficient in oxygen or contain explosive, flammable, or toxic atmospheres.

Class B: Spaces do not present an immediate threat to life and health; however, they have the potential for causing injury or illness if protective measures are not taken.

Class C: Spaces are those where any hazards posed are so insignificant that no special work practices or procedures are required.

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Appendix B – Peaking Confined Spaces

 PEAKING POWER STATION	
THIS WORK INSTRUCTION SHALL APPLY TO THE FOLLOWING CONFINED SPACES, INCLUDING BUT NOT LIMITED TO	
Area	Classification
1. FUEL SUPPLY AND STORAGE	
1.1 Diesel Tanks	A
1.2 Fuel oil plant storage tanks	A
1.3 Propane gas storage tanks	A
2. GAS TURBINE PLANTS	
2.1 Combustion Chamber	A
2.2 Pulverised fuel ducting (pf pipe work)	A
2.3 Combustion air ducting and dampers	A
2.4 Primary air fans	B
2.5 Forced draught fans	B
2.6 Air heaters	B
2.7 Gas ducting and dampers	A
2.8 Induced draught fans	B
2.9 Smokestacks	B
2.10 Electrostatic precipitators	A
3. HYDRO POWER STATIONS	
3.1 Draft Tube	C
3.2 Spiral Casing	B
3.3 Penstocks/Waterways	C
3.4 Generator Enclosures	B
3.5 Bulk Oil Tanks	A
3.6 Blowdown Air Receiver	B
3.7 Main Drainage Sump(s)	A
3.8 Bulk Diesel Tanks	A
3.9 Bulk Water Tanks	B
3.10 Lift/Elevator Wells	B
3.11 Shaft Seal Enclosures	C
3.12 Bearing Sumps/Tanks	B
3.13 Hydraulic Oil Tanks	A
3.14 Main Inlet Valve Pits	A
3.15 Cable/Pipe tunnels trenches	B
6. POWER STATION ELECTRICAL SYSTEMS	
6.1 Generator bus bars and trunking	B
6.2 Generator transformers internal	B
8. STRUCTURES AND NON-PLANT SYSTEMS	
8.1 Clean and dirty water systems and station drains	B
8.2 Cable tunnels and ducts.	B

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Appendix C Gas Test Certificate

	PLANT SAFETY REGULATIONS GAS TEST CERTIFICATE	Serial No.:
		Document Reference: 240-150642762
		Appendix 2

I the undersigned, hereby declare that a gas test has been carried out on the following

Plant: _____

Results of the gas test are:		Instrument serial number: _____
Substance	Concentration	Safe Limits
Carbon monoxide {CO}		<50 ppm
Carbon Dioxide. {CO ₂ }		<0.5%/500 ppm
Ammonia NH ₃		25 ppm
Lower Explosion Level Gases LEL		25.0%
Oxygen. {O ₂ } % in air		>=20.0<=21.0
Hydrogen Sulphide H ₂ S		10 ppm
Other		
Other		
Safety precautions required:		
Safety equipment required:		
Continuous gas monitoring required:		
The test must be repeated:		
Entry is restricted * / not restricted * and must only be allowed with the following precautions: (Delete the words not applicable)		

I declare that the workplace is safe to carry out work as stipulated on the permit to work number:

NAME	SIGNATURE	DATE	TIME

or

I declare that the workplace is not safe and therefore work as stipulated on the permit to work number: _____ may not begin

NAME	SIGNATURE	DATE	TIME

Peaking Template No: 167A/13079

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Appendix D Environmental Certificate

	PLANT SAFETY REGULATIONS ENVIRONMENTAL CERTIFICATE	Serial No.:
		Document Reference: 240-150642762
		Appendix 7

Permit to work number Environmental certificate number:

Location of work:

Equipment used:

Instrument serial number:

IN ORDER TO EVALUATE THE WORK TO BE SAFE / UNSAFE, THE BELOW VALUES SHOULD BE APPLIED AS SAFE LIMITS				
<32.5 °C	<37.0 °C	<35.0 °C	<30	
Wet Bulb Temperature	Dry Bulb Temperature	Globe Temperature	Wet Bulb Globe Temperature Index	Time:

NB: Refer to thermal requirements Environmental Regulation for Workplaces OHS Act Section 2 (Cold Stress)

AUTHORISED / COMPETENT PERSON

Name: Signature: Date:

Peaking Template No: 167A/18868

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	Standard	
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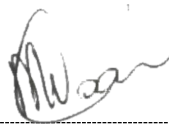
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1. Introduction

The Occupational Health and Safety Act 85 of 1993 places an obligation on employers and/or users of machinery to evaluate all the risks attached to any condition or situation that may arise from their activities and to which persons at work may be exposed to and to take necessary steps to make such condition or situation safe.

Where it is not possible to do so, the employer shall, free of charge, provide and maintain, in a good and clean condition, safety equipment and facilities and ensure that any person exposed to any such condition or situation is rendered safe. The employer is required to instruct or train his/her employees in the proper use, maintenance, and limitations of the safety equipment and facilities provided and to document such training. This document was compiled to provide minimum requirements for generic Personal Protective Equipment (PPE) to be used in Eskom and its subsidiaries and how to care for it. This in turn will ensure the protection of the health and safety of Eskom employees and compliance with the relevant legal requirements.

2. Supporting Clauses

2.1 Scope

2.1.1 Purpose

The purpose of this document is to prescribe the minimum requirements for generic Personal Protective Equipment used in Eskom and provide guidance with regards to the process for the selection, use, care, and maintenance of personal protective equipment (PPE).

This standard does not cover the requirements for specialised work such as Live Work, Fall Arrest Systems and any other specialised equipment that is not included herein. The requirements for specialised work disciplines are covered in their respective standards and/or specifications.

In the case where a particular PPE requirement is not covered in this standard, the onus is on the Division/OU/Cluster/ BU to ensure that all safety requirements are complied with in accordance with the relevant standards, regulations, or codes of practices for that specific PPE requirement.

2.1.2 Applicability

This document shall apply throughout Eskom Holdings SOC Limited divisions and subsidiaries.

The Operating/Business Units or Clusters may determine additional PPE requirements to suit their own needs or working conditions, provided that the minimum requirements as set out in this specification are met as well as the relevant legislation. Such additional requirements should not expose the employee to any risk. This can be determined through a comprehensive activity-related OHS risk assessment.

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2.1.3 Effective Date

This document will be effective from the day of authorization. Implementation of this document shall be monitored after a period of six months from the authorisation date to allow the business to properly transition to new requirements.

2.2 Normative/Informative References

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

2.2.1 Normative

- [1] Occupational Health and Safety Act No. 85 of 1993.
- [2] 240-62196227 Eskom Life-saving Rules.
- [3] 240-62582234 OHS Roles and Responsibilities and Statutory Appointments.
- [4] 240-43848327 Employees' Right of Refusal to Work in Unsafe Situations.
- [5] 32-245 Eskom Waste Management Standard.
- [6] 32-520 Occupational Health and Safety Risk Assessment Procedure.
- [7] SANS ISO 9001:2015 Quality Management Systems.
- [8] SANS ISO 9001 Quality Management Systems.
- [9] SANS 416 Chemical resistant gloves.
- [10] SANS 434 Boiler Suits and Work Wear suits.
- [11] SANS 1362 Sewing threads.
- [12] SANS 1387-4, 6, 7 Woven cotton and similar apparel fabrics.
- [13] SANS 1397 Industrial Safety Helmet.
- [14] SANS 1400 Equipment (including oculars) for eye, face and neck protection against non-ionizing radiation arising during welding and similar operations - Welding helmets, hand shields, goggles, and welding spectacles.
- [15] SANS 1404 Eye-protectors for industrial and non-industrial use.
- [16] SANS 1423-1 Performance requirements for textile fabrics of low flammability.
- [17] SANS 1451-1 Hearing protectors Part 1 Earmuffs.
- [18] SANS 1451-2 Hearing protectors Part 2 Ear plugs.
- [19] SANS 1451-3 Hearing protectors Part 3 Earmuffs attached to an industrial safety helmet.
- [20] SANS 1822 Slide (zip) fasteners.
- [21] SANS 10101 Standard nomenclature for stitches, seams, and stitching.
- [22] SANS 50136 Respiratory protective devices – Full face masks - Requirements, testing, marking
- [23] SANS 50140 Respiratory protective devices – Half masks and quarter masks – Requirements, testing and marking.

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- [24] SANS 50142 Respiratory protective devices – Mouthpiece assemblies - Requirements, testing and marking.
- [25] SANS 50143 Respiratory protective devices – Particle filters - Requirements, testing and marking.
- [26] SANS 50149 Respiratory protective devices – Filtering half masks to protect against particles – Requirements, testing, marking.
- [27] SANS 50381-2 Protective clothing for users of hand-held chain saws Part 2: Test methods for leg protectors.
- [28] SANS 50381-5 Protective clothing for users of hand-held chain saws Part 5: Requirements for leg protectors.
- [29] SANS 50471 High-visibility warning clothing for professional use - Test methods and requirements.
- [30] 240-47859177 Generation Policy on the Control of Clean Conditions When Working on Generators.

2.2.2 Informative

- [31] 32-109 Brand Architecture and Corporate Identity Policy.
- [32] 32-288 Policy Procurement and Supply Chain Management Standard.
- [33] 32-599 Standard Procurement and Supply Chain Management Standard.
- [34] 32-727SHEQ Policy.

2.3 Definitions

2.3.1 Danger: Anything that may cause injury or damage to persons or property.

2.3.2 Employee: Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under direction or supervision of an employer or any other person.

2.3.3 Hazard: A potential source of harm or a source of, or exposure to, danger.

2.3.4 Hem: Free edge of a garment that is folded over and sewn down.

2.3.5 Lining: Layer of fabric sewn to the inside of a garment to give the garment a neat finish.

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2.3.6 PPE-Free Zone: An area of a work site where employees are not required to wear certain types of PPE. This includes offices and walkways.

2.3.7 Pleat: A feature on a garment that makes provision for extra ease and formed by folding fabric onto itself.

2.3.8 Risk Assessment: Overall process of hazard identification, risk analysis, and risk evaluation.

2.3.9 Seam: Joint consisting of a sequence of stitches uniting material or materials.

2.3.10 Syce: An armhole (or occasionally, a leg hole) in tailoring or dressmaking.

2.3.11 Yoke: Part of a shirt or jacket that is positioned at the shoulder area and joined to the lower section with a seam.

2.4 Abbreviations

Abbreviation	Explanation
ATPV	Arc Thermal Performance Value
BS	British Standard
BU	Business Unit
Cal/cm ²	Calories per square centimetre
dB	Decibel
EN	European Norms
g/m ²	Grams per square meter
MAG	Metal active gas (welding)
MIG	Metal inert gas (welding)
MSDS	Material safety data sheet
NRR	Noise reduction rate
OU	Operating Unit
OHS Act	The Occupational Health and Safety Act, Act 85 of 1993.
PPE	Personal Protective Equipment
PU	Polyurethane
PVC	Polyvinyl chloride
SABS	South African Bureau of Standards
SANS	South African National Standard
SNR	Signal to noise rate
TIG	Tungsten inert gas welding
PPE	Personal Protective Equipment

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2.5 Roles and Responsibilities

2.5.1 Duties of Employer/Line Managers

- Ensure that a risk assessment is conducted, and a hierarchy of control is implemented before PPE is identified as a control measure.
- Ensure that employees are issued with correct PPE based on the hazard identification and risk assessment document and the relevant PPE Matrix.
- Ensure that all information and instructions are communicated and that the necessary training on the usage of any PPE is provided to all the applicable employees before its use. This shall include the limitations of identified/specific work wear/accessory.
- Ensure that PPE provided to employees is suitable for minimising the impact of the hazard the employees are exposed to by ensuring that risk assessments are performed before identification of PPE.
- An employer shall not require or permit any employee to work unless such an employee is issued with the required personal protective equipment and makes proper use thereof.
- Allow the employee to exercise his/her right to refuse work when exposed to hazards that cannot be eliminated or mitigated by the issuing of PPE.
- Where a possibility exists that cleaning and maintenance will result in the spread of contaminants, such as HBAs and HCAs, it becomes the responsibility of the employer to clean the PPE.
- Where applicable, provide employees with facilities to store PPE.

2.5.2 Duties of Employees

Employees shall:

- Receive or attend comprehensive training on the use and limitations of PPE.
- Personally sign for all issued PPE and wear or use issued PPE to reduce the risk of personal injury where required to.
- Maintain each item of PPE issued to them in a hygienic and good state of repair and not modify any PPE issued.
- Ensure that such PPE is always available during working hours, including stand-by emergencies and overtime.
- Where required, wear or use PPE designed to reduce the risk of personal injury as prescribed by risk assessment, procedures, or any relevant requirements.
- Immediately report if any of the PPE issued has been lost, damaged, worn out, or stolen.
- The cleaning and maintenance of PPE shall be the responsibility of the employee, except where the possibility exists that cleaning and maintenance will result in the spread of contaminants. Then it becomes the responsibility of the employer.
- Cleaning of PPE shall be done according to the manufacturer's specification.

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- Persons who are unable to use the standard issue of PPE owing to physical or ergonomic constraints shall approach their employer, through their health and safety representative or manager, occupational health practitioner, or occupational hygienist, to arrange for specially manufactured PPE to be purchased (for example, outsize shoes or boiler suits/overalls).
- For hygiene purposes, PPE should only be used by the person to whom it is issued and should not be shared with other employees.
- Where certain PPE, for example, earmuffs and visitor hard hats, is shared, it is the responsibility of the issuer to ensure that it is properly cleaned or disinfected before storage and use.
- Do not use any PPE that has not been inspected or maintained according to the manufacturer's specification.
- Ensure that all PPE, including attachments, has not expired or damaged.

2.5.3 OHS Department

The OHS Department shall:

- provide support to line management regarding management of PPE.
- assist with the development and facilitation of training on the use of PPE and its limitations.
- ensure that a proper risk assessment is performed before PPE is issued.
- ensure compliance with the OHS Act and relevant PPE documents.
- investigate any PPE queries raised by employees and report to management.
- conduct random inspections to monitor PPE compliance requirements.
- where applicable conduct awareness training on the correct wearing of PPE.

2.6 Process for Monitoring

Compliance to this document shall be monitored and audited by the SHEQ department and Line management. Where possible SHEQ department and/or line managers shall inspect procured PPE to ensure compliance with this document and risk assessments.

3. Document Content

3.1 General

3.1.1 Minimum Requirements

All PPE shall meet the following minimum requirements:

- Must be the last means of protection as per the OHS Act and hierarchy of controls.
- Must be supplied to an employee free of charge and be readily available.

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- Must be suitable and fit for purpose.
- Must be kept in good condition and be in good working order.
- Misuse of PPE shall be discouraged to ensure proper protection of employees.
- When properly used, it must be capable of controlling the employees' exposure by providing adequate protection and reduce exposure to the specific hazards in the workplace.
- If required, must be compliant to the identified authorised body and comply with technical specifications for the identified PPE.
- Must be issued at a frequency that will ensure effective protection of employees and will depend on the condition of the equipment due to wear and tear or as specified by the Responsible manager. (Each business unit to enforce their own site-specific procedure/process).
- Locally manufactured PPE shall be given preference.

3.1.2 Issuing of PPE

- PPE shall be issued to employees to protect them against occupational hazards free of charge.
- PPE shall be issued in accordance with the approved PPE Matrix that is based on the risk assessment and exposure assessment results.
- This document prescribes the minimum amount of PPE to be issued per individual; additional needs shall be determined by the risk assessment.
- PPE shall be issued to persons on an individual basis.
- Shared PPE must be sanitised or disinfected before use by the next employee or storage.
- A record shall be kept of the issuing of all PPE to persons.
- The physical condition of all PPE shall be inspected by the supervisor or his/her delegate every three months or according to guidance from the manufacturer or applicable legislation or standards and codes.
- Each cluster or business/operating unit shall determine the PPE issuing or replacement schedule based on risk assessment and operational needs.

3.1.3 Replacement of PPE

- Replacements shall be made only based on exchanging unserviceable equipment for new items or based on fair wear and tear based on use and operational requirements.
- On replacement, the employee's line manager or supervisor shall destroy unserviceable items of PPE. Old clothing handed in shall be disfigured or cut up to prevent further use (that is, wearing or using for exchange).
- Old or damaged PPE shall be managed and disposed of according to the Eskom Waste Standard (32-245). It is encouraged that waste management principles, such as reuse or recycle, be adopted before disposal.

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- All PPE/clothing shall be issued free of charge. Where losses are due to negligence, etc., the appropriate Eskom disciplinary procedures shall be followed.
- All Eskom-branded items of PPE shall be handed in on termination of an employee's service with Eskom. These items shall remain Eskom's property and responsibility. The responsible line manager shall monitor this process within the scope of the existing processes for the issuing and replacement of PPE.

3.1.4 Special Circumstances

Employees who cannot perform their duties due to physical, medical, or ergonomic constraints that prevent them from using appropriate protective equipment may be permitted to purchase specially manufactured equipment (in terms of the Eskom procurement process), provided that a written document from a specialist on such constraints is submitted to the employer via the health and safety representative, Occupational health practitioner, Occupational Hygiene Practitioner, or manager.

3.1.5 PPE-Free Zones

- PPE-free zones shall be declared after conducting a proper risk assessment that confirms that PPE is not a requirement in that area, and it is safe to be in that work area without wearing PPE.

3.2 General Garments or Work Wear Specification

- Garments shall be cut and made following the standard of the prescribed specifications and shall be free from defect that affect their appearance or may affect their serviceability (or both) and free from marks, spots and stains incurred during the manufacturing process.
- All seams/stitching shall be in accordance with the prescribed national standard. Seams and stitching shall be free of twists, pleats, and puckers and shall be sufficiently extensible to obviate seams cracking and undue shrinkage in use.
- All ends of sewing that are not secured in seams or in other sewing shall be adequately back tacked.
- To improve the visibility of employee's, all garments shall have reflective strips sewn on it
- In cases where the reflective strips create a risk due to glare, for example live line and aviation activities, garments without reflective strips shall be worn. This shall be supported by a proper risk assessment.
- All ends of sewing shall be trimmed and loose threads removed.
- All garments shall be in accordance with the prescribed Eskom PPE design specification for the composition of these garments.
- All garments shall be labelled according to SANS 434 and the label shall bear information as given in 5.3.1.2 (see figure 6(a) and figure 6(b)) of SANS 434.
- The garment manufacturer shall receive a certificate of compliance from the manufacturer of the fabric confirming that the fabric complies with the SANS and EN specifications,
- Refer to Annex A for Ladies and Men's sizes (SANS 434).

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3.3 Minimum Standard Specifications for Boiler Suits/Overalls - One Piece (Figure 2 on diagram: drg.10332 SANS 434) and two piece (Figure 4 on diagram: drg.15289da on SANS 434) work wear suits

- Boiler suits or two-piece work wear suits used shall be as per with SANS 434.
- Flame-treated boiler suits material shall be pre-shrunk 100% woven cotton fabric as per with SANS 1387-4, material type of D59, flame retardant finish that complies with SANS 1423–1, class C category 1.
- Chemical boiler suits (Alkali & Acids) material shall be pre-shrunk 65% / 35% polyester/viscose fabric in accordance with SANS 1387-3 and shall have acid resistant finish.
- The colours shall be Navy Blue. Pantone 19_3920 and for Alkali & Acid shall be Bottle Green Pantone 19_6110TC.
- The zip fastener shall comply with SANS 1822 style C and be of a non-conductive material. Must be intact front and back of garments.
- The colour of the stringers of a slide fastener shall be an acceptable match to that of the fabric with which the slide fastener is used.
- The stitching shall comply with SANS 10101.
- The thread used shall comply with SANS 1362.
- Garments manufactured as per SANS 434 must bear the SABS mark of approval.
- The Eskom logo shall appear on the left-hand top pocket in white and shall be as per Eskom's Corporate Identity.
- The Zero Harm identification shall appear on the right-side sleeve of the top and shall be in accordance with Eskom's Corporate Identity.
- All Personal Protective Clothing to be fitted with flame retro reflective material strips on both sleeves' circumference on the inner upper arm, and reflective strips on both legs at the knee height , with an exception for conditions stated in 3.2. bullet point 5.

NB: Chemical (bottle green) boiler suits are acid treated only and are not flame treated.

3.3.1 Minimum Standard Specifications for Boiler Suits/Overalls (One Piece)

One Piece Boiler suits/overalls shall be in accordance with SANS 434.

- The fronts shall be shirt-style open fronts with a collar.
- The top section, if not cut in one with the trouser section, shall be joined by means of a seam at waist level.
- The back be cut in one piece and shall be joined to the trouser section by means of a seam at waist level.
- The waistline shall require elasticized from side seam to side seam.
- The collar shape shall be such as to be acceptable, the width at the centre back shall be at least 80 mm and the steps shall be of width at least 35 mm.
- Set-in sleeves shall be of one-piece construction and be fitted with a cuff at the bottom end.

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- Cuffs plain with a double folded turned-in hem of at least 15 mm.
- The front fastening at bottom of the opening shall be securely bar-tacked. All raw edges shall be turned in and stitched. Fly front shall fasten with a slide fastener as per SANS 1822 Figure 4 two-way fastener type A.
- The slide fastener shall be secured with two rows of stitching on each stringer.
- The front edges shall overlap at least 35 mm and the facing shall be grown on.
- The finished width and depth of a pocket shall be measured from edge to edge on the outside of the pocket with pencil pocket. Pocket mouths shall be finished with a hem that is deep enough to accommodate the attachment of a fastening and shall be adequately secured.
- Breast hip pockets: shall be patch pockets, with rounded corners.
- The side and bottom edges of a pocket shall be turned in at least 10 mm and stitched down with two rows of stitching of at least 2 mm and a maximum 10 mm respectively.
- The mouth of the pocket shall be hemmed and each end of the pocket mouth and shall be securely bar-tacked.
- The breast pocket shall be positioned above the scye level in accordance with acceptable patternmaking practice.
- The hip pocket shall be positioned appropriately from the side seam in accordance with acceptable patternmaking practice and at least 60 mm from the waist seam.
- Side pockets shall have a slanted mouth opening of minimum finished length 180 mm and shall have an inside patch pocket of outer material.
- Pencil pocket shall form part of the breast pocket and of width at least 40 mm and the full depth of the breast pocket and shall be positioned at the centre front end of breast pocket.
- The pencil pocket shall be formed by a row of vertical stitching from the front edge.
- Pocket flaps shall be mitred.
- Flaps shall be lined with outer material and shall fasten in the centre with a button and buttonhole.
- All flaps shall be of depth at least 50 mm, and a mitred flap shall taper to at least 30 mm at the ends.
- A flap shall be of such width as to overlap the pocket at each side and shall be positioned at least 10 mm above the pocket mouth and securely tacked at each end.
- Buttonholes shall be large enough to neatly accommodate the buttons and shall be as follows: If four-hole plastics buttons are used, a shirt type buttonhole may be used.
- The bottoms of the legs shall have a plain double folded hem of at least 15 mm.

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3.3.2 Minimum Standard Specifications Boiler Suits/Overalls (Two Piece)**3.3.2.1 Minimum Standard Specifications for Pants (chemical and flame)**

- Flame treated long pants shall be made of pre-shrunk 100% soft woven cotton fabric in accordance with SANS 1387-4, Material Type D 59- flame retardant SANS 1423-1 class C category 1.
- Chemical treated long pants shall (Alkali & Acids) be made of pre-shrunk 65% / 35% polyester/viscose fabric in accordance with SANS 1387-3 and shall have acid resistant finish.
- Long pants shall comply with the size specification in SANS 434 (refer to the trousers for the two-piece Personal Protective Clothing).
- The pants shall be a standard five pocket style which shall exclude the ruler/carpenter's pocket.
- The pants shall have a waistband which shall be elasticated ruched at the back with a zip front and one (1) button on the front of the waistband and a plain bottom.
- The waistband shall have the number of belt loops as prescribed in SANS 434.
- The colour shall be Navy Blue. Pantone 19_3920 for flame treated pants and bottle green for chemical treated pants.
- The logo shall be applied in accordance with Eskom's Corporate Identity and shall be embroidered on the right back pocket.
- The stitching shall comply with SANS 10101.
- The zip fastener shall comply with SANS 1822 and shall be made of a non-conductive material.
- The thread used shall comply with SANS 1362.
- The Zero Harm identification shall appear on the left back pocket of the pants and shall be in accordance with Eskom's Corporate Identity.
- All pants to be fitted with reflective strips on both legs above the knees, with an exception for conditions stated in 3.2. bullet point 5.

3.3.2.2 Minimum Standard Specifications for Clean Condition Pants

- Material type D59 pre-shrunk 100% soft woven cotton fabric in accordance with SANS 1387-4, flame retardant class C category 1.
- The trouser shall have no pockets.
- The trouser shall have no buttons.
- The pants shall have a waistband which shall be elasticated ruched at the back with draw cord 10mm cotton belt string for fastening and without zip on the front no metal attachments.
- The colour shall be white.
- The Eskom logo shall appear on the right back in navy blue and shall be in accordance with Eskom's Corporate Identity.

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- The Zero Harm identification shall appear on the left back side and shall be in accordance with Eskom's Corporate Identity.
- All personal protective clothing to be fitted with reflective strips on both legs' circumference on the inner upper leg.
- SANS 10101 for stitching.
- SANS 1362 for threads.
- Garment to be individually packed in sealed plastic bags.

3.3.2.3 Minimum Standard Specifications for Jackets (chemical and flame)

- The jacket shall have a collar.
- The front shall be an open type with fastenings.
- The jacket bottom shall have a plain hem, without side vents.
- Pockets shall be as required (see Annex A) and without flaps. For bottom pockets.
- Sleeves shall be one-piece long and set in.
- Front edges shall have grown-on facings of width at least 45 mm and the inside edges neatly finished.
- Each front panel shall not have a yoke.
- The fronts shall fasten with a slide fastener that extends to at least 90 mm above the bottom hem.
- A front with butted edges shall be such that the slide fastener is concealed and stitched down.
- Slide fasteners shall be secured to the fronts with two rows of stitching along each stringer.
- The back shall be plain (no centre back seam).
- Sleeves shall be of the one-piece.
- The sleeve ends shall have a plain cuff of width at least 15 mm.
- Pockets shall be patch pockets of outer material and shall have round corners.
- Pocket mouth hems shall be of finished Width 10 mm or 20 mm (see 4.5.14).
- Breast and side pockets shall be of finished measurement as given in Table 6.
- The breast pocket shall be positioned above the scye level in accordance with acceptable patternmaking and garment construction practice.
- The colour shall be Navy Blue. Pantone 19_3920 for flame treated jackets and bottle green for chemical treated jackets.
- The pencil pocket shall form part of the breast pocket and of width (mouth opening) at least 40 mm and the full depth of the breast pocket and shall be positioned at the centre front end of breast pocket.
- The pencil pocket shall be formed by a row of vertical stitching from the front edge.

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- Breast pocket flap shall be mitred, lined with outer material, and fasten in the centre with a button and buttonhole.
- A flap shall be of depth at least 50 mm, at the mitred point and taper to at least 30 mm at the ends.
- A flap shall be of such length as to overlap the pocket width, shall be positioned at least 10 mm above the pocket mouth and shall be securely tacked at each end; the bottom of a jacket shall be finished with a plain hem.

3.3.2.4 Minimum Standard Specifications for Clean Condition Jacket

- The jacket shall have a collar.
- The front shall be closed one panel with a V-neck collar.
- Only material type D59 Pre-Shrunk 100% soft woven cotton fabric in accordance with SANS 1387-4, Flame Retardant class C category 1.
- The jacket shall have no pockets.
- No buttons on the garment.
- The colour shall be white.
- The Eskom logo shall appear on the left-hand top chest in navy blue and shall be in accordance with Eskom's Corporate Identity.
- The Zero Harm identification shall appear on the right-side sleeve and shall be in accordance with Eskom's Corporate Identity.
- All personal protective clothing tops to be fitted with reflective strips on both sleeves' circumference on the inner upper arm.
- SANS 10101 for stitching.
- SANS 1362 for threads.
- Garment to be individually packed in sealed plastic bags.

3.4 Minimum Standard Specifications for Dust Coats

- The dust coat length shall be $\frac{3}{4}$.
- The dust coat shall have pockets, front buttons, two front pockets, slit at the back.
- Buttons acceptable four-hole, dyed plastics buttons that comply with the requirements of SANS 1457.
- Coats shall fasten with button and buttonhole and shall be equidistantly spaced.
- Buttons shall be secured to positions corresponding to the buttonholes.
- The pencil pocket shall form part of the breast pocket and of width (mouth opening) at least 40 mm and the full depth of the breast pocket and shall be positioned at the centre front end of breast pocket.
- The pencil pocket shall be formed by a row of vertical stitching from the front edge.

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- The back shall have a seam down the centre with a vent in the lower part of the seam.
- The vent shall have an overlap of 40 mm and shall be securely tacked and bar-tacked at the top.
- A hanger loop of outer double folded material of finished length at least 70 mm and of finished width at least 10 mm, shall be securely sewn in with the collar at the back neck on the inside.
- The bottom of the coats and the lower edge of plain sleeve cuffs shall have hems of finished width at least 15 mm.
- Pocket mouths shall have hems of finished width at least 20 mm.
- Coat to be fitted with reflective strips on both sleeves' circumference on the inner upper arm and Zero Harm identification shall appear on the right side of the sleeve and shall be in accordance with Eskom's Corporate Identity.

3.5 Minimum Standard Specifications for Shirts

- All shirts must be of T006 satin weave 100% cotton fabric as per Annex C and treated with a flame-retardant finish that complies with SANS 1423-1, class C category 1.
- The shirts shall comply only with the requirements and sizes referred to Annex A.
- Button front with yoke and two breast pockets and flaps to button closure.
- The pockets shall be 16 cm deep and 14 cm wide.
- The pockets and flaps shall have round edges.
- The flaps on the pockets shall have a pen division on the left side.
- The front pocket shall be fastened by means of non-conductive buttons.
- The collar shall be a standard shirt collar.
- The back of the shirt shall have an inverted pleat with hanger loop and yoke.
- Long-sleeved shirts shall have a cuff- 65 mm wide set-in long sleeve with two knife pleats separate the cuff with button closure of non-conductive buttons. Sleeve opening bound with binding.
- The shirt shall be corporate colour (Grey). (CKS 129-188c).
- The logo shall be embroidered in accordance with Eskom's Corporate Identity.
- The front buttons shall be sewn onto a strengthened front and shall be non-conductive.
- The stitching shall comply with SANS 10101. Seams shoulder, sleeve and back yoke posted.
- Side seam and under arm safety stitch. Hems finished 10mm.
- The thread used shall comply with SANS 1362.
- The Zero Harm identification shall appear on the right side of the sleeve and shall be in accordance with Eskom's Corporate Identity.

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3.6 Minimum Standard Specifications for Ladies Shirts And Pants

3.6.1 Ladies Shirts

- All shirts shall be made of T006 satin weave 100% cotton fabric as per Annex C and treated with a flame-retardant finish that complies with SANS 1423-1, class C category 1.
- The shirt sizes shall comply to Annex A
- The front of the long-sleeved shirts shall be button down plain collar with bust and waist darts.
- Two Breast pockets shall be 14cm deep and 14.5 cm wide.
- The pockets and flaps shall have cut – edges.
- The flaps on the pockets shall have a pen division.
- The pocket corners shall be back tacked.
- The pocket shall be fastened by means of non-conductive buttons.
- The collar shall be a standard shirt collar.
- Long-sleeved shirts shall have a cuff - 65 mm wide.
- The shirt shall be corporate colour (Grey). (CKS 129 -188c).
- The Eskom logo shall be embroidered in accordance with Eskom's Corporate Identity.
- The front buttons shall be sewn onto a strengthened front and the buttons shall be non-conductive.
- The buttonholes shall be 1.2 cm shirt type buttonholes.
- The hem shall be plain finished and shall be 1.5 cm in width.
- The stitching shall comply with SANS 10101.
- The thread used shall comply with SANS 1362.
- The Zero Harm identification shall appear on the right side of the sleeve and shall be in accordance with Eskom's Corporate Identity.

3.6.2 Ladies Pants

- Long pants shall be made of pre-shrunk 100% soft woven cotton fabric in accordance with SANS 1387-4, Material Type D59, flame retardant SANS 1423-1, class C category 1.
- The size shall comply with the size specification in Annex A.
- Long pants shall have reverse pleats.
- The pants shall have a waistband which shall be elasticated ruched at the back with a zip front and one (1) button on the front of the waistband and a plain bottom.
- The waistband shall be 38-40 mm in width.
- The pants shall have 2 side pockets.
- The pants shall be Eskom Navy Blue Pantone 19_3920.

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- The Eskom logo shall be applied in accordance with Eskom's Corporate Identity and shall be embroidered on the right back pocket of the pants.
- The stitching shall comply with SANS 10101.
- The zip fastener shall comply with SANS 1822 style A figure 3 and be of a non-conductive material.
- The thread used shall comply with SANS 1362.
- The Zero Harm identification shall appear on the left back pocket of the pants and shall be in accordance with Eskom's Corporate Identity.
- Pants to be fitted with reflective strips on both legs above the knees, with an exception for conditions stated in 3.2. bullet point 5.

3.7 Minimum Standard Specifications Thermal Jackets (Winter Jackets)

- Jackets shall be insulated with pre-shrunk hollow cotton fibre 135 g/m² which is made of non-flammable material, the inner material shall be a tartan lining, 100% cotton of a darkish colour, with the outer covering be pre-shrunk 100% soft woven fabric in accordance with SANS 1387-4, Material Type D59, flame retardant. (SANS 1423-1), class C category 1.
- The size shall be in accordance with Annex A.
- The jackets shall have one chest pocket and four side pockets. The side pocket shall be the bellows type with a side entry into another separate pocket and shall be 22 cm deep and 21 cm wide.
- The pockets shall have flaps with cut-off edges that can be fastened by means of non-conductive press studs.
- Chest pockets shall be the bellows type – 15 cm deep and 14 cm wide.
- The jackets shall reach below the buttocks.
- The jackets shall have non-conductive press-studs down the front on a double panel strip as well as a non-conductive zip complying with SANS 1822 and be intact front and back.
- The sleeve cuffs shall have two non-conductive press-studs at the end of the sleeve so that the size can be adjusted.
- The Eskom logo shall be embroidered in accordance with Eskom's Corporate Identity.
- The stitching shall comply with SANS 10101.
- The thread used shall comply with SANS 1362.
- The jacket shall comply with the Eskom identity requirements and shall be Eskom Navy blue (Pantone 19_3920 as per corporate colour code).
- The thermal jacket to be fitted with reflective strips on both sleeves' circumference on the inner upper arms.
- The Zero Harm identification shall appear on the right side of the sleeve and shall be in accordance with Eskom's Corporate Identity.

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3.8 Minimum Standard Specifications for Rain Protection (Rain Suits)

- The fabric for the jacket and trousers shall be a minimum of 180 grams per square meter with the face side 100% polyester, plain weave with 170 threads per square inch and coated with a water-resistant coating.
- The "under" side to be laminated with PVC coating. Seams strength to be 50kPa, (converts to 50kN/m²). The lining to be 80% polyester and 20% cotton. All sizing benchmark to SANS 434 see size chart Annexure E for rain wear and chemical chart specification.
- The rain jacket shall have a nylon spiral zip and a closed fly front secured by non-conductive press-studs and shall comply with SANS 1822 type 5(auto lock alloy sliders).
- The hood shall be attached to the rain jacket.
- The rain jacket shall cover the buttocks.
- The sleeves shall have a false elastic sleeve at the end (made of a softer material) to prevent rain entering the sleeve.
- The pants shall have two side slits and elasticised waist.
- Rain suits shall be Navy blue in colour.
- The rain suit shall be fitted with reflective strips on both sleeves' circumference on the inner upper arm, reflective strips on both legs above the knees
- The Zero Harm identification shall appear on the right side of the sleeve and shall be in accordance with Eskom's Corporate Identity.
- The Eskom logo shall be silk-screened in accordance with Eskom's Corporate Identity, on the front and on the back.
- The size of the Eskom logo on the front shall be 65 mm high and on the back the Eskom logo shall be 150 mm high.

3.9 Minimum Standard Specifications for Chemical Protection (Chemical Suits)

- The fabric for the jacket and pants shall be a minimum of 400 grams per square meter, PVC Coated Polyester, Tear strength weft 40N and warp 30N, burst strength weft 655N/50mm, warp 1232N/50mm, and coating adhesive 15N/50mm.
- Polyester base fabric to be 100% polyester weight 80 grams per square meter and yarn/cm 16 by 14.5.
- Rain suits shall be Hi Vis Yellow in colour. This is global the international colour for chemical rainwear.
- Hook and loop tape 20mm-white and draw cord 3mm polyester, seams to be high frequency welded.
- The chemical rain jacket shall have a nylon spiral zip and a closed fly front secured by acid resistant press-studs and shall comply with SANS 1822 type 5(auto lock alloy sliders).
- The hood shall be attached to the rain jacket.
- The chemical rain jacket shall cover the buttocks.

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- The sleeves shall have a false elastic sleeve at the end (made of a softer material) to prevent chemicals entering the sleeve.
- The pants shall have no side slits and no pockets.
- The pants shall have an elasticised waist.
- The chemical rain suit shall be fitted with reflective strips on both sleeves' circumference on the inner upper arm, reflective strips on both legs above the knees.
- The Zero Harm identification shall appear on the right side of the sleeve and shall be in accordance with Eskom's Corporate Identity.
- The Eskom logo shall be silk-screened in accordance with Eskom's Corporate Identity, on the front.
- The PVC Coating formulation stipulated not to be changed by supplier.

Chemical tested to ASTM P903-96 for the BTT (break through time) see chemical chart specs annex E

Note Annex E for rain wear sizes and chemical chart specs

3.10 Minimum Standard Specifications for Reflective Vests and Bibs

- Shall comply with SANS 50471: High-visibility warning clothing for professional use.
- The vests/bibs design shall comply with Figure A3 on Annexure A of SANS 50471 except for employees at work A.4 design.
- The reflective tape (retro reflective material) shall comply with SANS 50471 and shall be a minimum of 50mm in width.
- Colour requirements for background and combined performance material shall comply with Table 2 in SANS 50471. Where the prescribed colour is not available, the division/cluster/OU/BU can determine the suitable colour to replace it.
- The front shall be closed by a zip fastener which shall comply with SANS 1822 and be of a non-conductive material.
- The sizes in accordance with the requirements stipulated in section 4.3 of EN 340.
- The Eskom logo shall be silk-screened in accordance with Eskom's Corporate Identity, on the front left side above the identity pocket.
- High visibility tape as per figure A.3 and A.4 where applicable as per the below mentioned table.

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Category	Colour of Vest	Colour Code	Design
Evacuation Co-ordinator	Cloud White with silver retro reflective material	Cloud White G80 (NCS 0704-G38Y)	A.3
First Aid Co-ordinator	Emerald Green with silver retro reflective material	Emerald Green E14 (NCS 3745-B99G)	A.3
Fire Protection Co-ordinator (Fire Warden)	Fluorescent red with silver retro reflective material	Signal Red A11 (NCS 1678-Y86R)	A.3
Employee at Work	Fluorescent orange-red silver retro reflective material	Light Orange B26 (NCS 1673-Y48R)	A.4
Transport Co-ordinator	Ice Blue with silver retro reflective material	Ice Blue F76 (NCS 0809-B66G)	A.3
Management (Managers, Auditors, Observers and Security).	Fluorescent yellow with silver retro reflective material	Golden Yellow B49 (NCS 1178-Y14R)	A.3

3.11 Minimum Standard Specifications for Cold Weather Protection

3.11.1 Freezer Wear

- The fabric specification for freezer wear shall be: Outer fabric: 100% cotton soft woven fabric in accordance with SANS 1387-4, Material Type D59, flame retardant (SANS 1423-1) class C category 1, Insulating Layer: 135g/m2 polyester.
- Lining: 100% cotton, uncoloured. (Not dyed).
- The jackets shall have non-conductive press-studs down the front on a double panel strip as well as a non-conductive zip complying with SANS 1822. To be intact front and back.
- Freezer suits outer material shall be Hi Vis Orange colour.
- The Zero Harm identification shall be embroidered on the right upper arm and the Eskom logo shall be embroidered in accordance with Eskom's Corporate Identity on the front top pocket; identification: indelible marks, trademark, and size on all items.
- Other special protection includes but not limited to:
 - Cotton thermal underwear
 - Woollen gloves
 - Woollen socks
 - Balaclavas

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- Freezer suits
- Gumboot inserts
- Body protection – Battery acid/alkali protection

3.12 Minimum Standard Specifications for Aprons

3.12.1 Chemical Apron

- The apron shall be rubber-coated or heavy-duty plastic polyester viscose material.
- The apron shall be full length and hang to the knees or below the knees.

3.12.2 Welding Apron

- Apron, welder: garment size: width 24 x length 42 inches; material: leather cowhide; with adjustable neck strap.
- Must provide complete front body protection.

3.13 Minimum Standard Specifications for Head Protection

- All hard hats must be of the type that has an adjustable three-point webbing chin strap as prescribed in accordance with SANS 1397 and:
- The colour of the hard hats shall be white in accordance with Eskom's Corporate Identity.

Note: The Eskom Logo must be on the front of the helmet.

- The colour of the Eskom logo on the hard hats shall be in accordance with Eskom's Corporate Identity.
- The Zero Harm slogan shall be silk screened on the left-hand side of the hat.
- The hard hat shall have a reflective sticker with emergency numbers attached at the back.

3.13.1 Hard Hats (Industrial Helmet)

All working from height hard hats shall:

- Bear the SABS mark and in accordance with SANS 1397.
- Be purchased with an adjustable chin strap.
- Have an adjustable three-point webbing chin strap in accordance with SANS 1397: Section 3.8.
- Have a shortened sun peak.
- Have limited side rims/gutter.
- Have a webbing suspension harness.
- Have a thick sweat band of +/- 4.5 cm (THICKNESS).
- Have adjustable head bands of standard size 53 cm to 63 cm.

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3.13.2 Sun Brim (For Hard Hat)

- The shape of the brim shall be oval and shall have a front back and neck protector attached to bottom of the brim.
- The material shall be pre-shrunk 100 % woven cotton fabric in accordance with SANS 1387-4, material type D59, and flame-retardant class C category 1.
- The colours shall be Navy Blue. Pantone 19_3920.
- The Eskom logo shall be embroidered on the back flap in accordance with the Eskom Corporate Identity.
- Sun brim shall have a reinforced stiffened broad brim of at least 90 mm (Brim malgray chip board material 600 to 800g/m²).
- Inside diameter 740mm (front to back 240mm and side to side 200mm).
- Outside front to back 430mm and from side-to-side 380mm.
- The stitching shall comply with SANS 10101.
- The thread used shall comply with SANS 1362.
- Insert for hard hat front peak flap centre 130mm and side fitted to other brim.
- Insert for hard hat rear section centre 130mm and sides fitted to other brim.
- Neck protector at back centre 230mm long and sides fitted halfway to outer sun brim protector.
- Velcro 40 by 25mm attach on left side of brim and rear insert of flap for stability.
- Cotton twill tape 20mm to be fit on inner, outer brim front and back peak supports and neck protector.
- Front peak support to be stitched down 70mm from other brim edge.
- Top bottom and inner layer shall have a minimum of 6 rows reinforcement stitching around the brim.

3.13.3 Hair Nets

- Hair Nets shall be made of pre-shrunk 100% soft woven cotton fabric in accordance with SANS 1387-4, Material Type D59, flame retardant SANS 1423-1 class C category 1.
- Hood with inside pocket for hair protection and additional ear protection.
- Velcro closure on hat harness, the hood will be bound with self-material binding length of hood 320mm, Width of hood 280mm, Pocket depth 220mm.

3.13.4 Soft Bush Hats

- The material shall be pre-shrunk 100 % woven cotton fabric in accordance with SANS 1387-4, material type D59, and flame retardant, class C category 1.
- The colours shall be Navy Blue. Pantone 19_3920.

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- The Eskom logo shall be embroidered on the front of the hat in accordance with the Eskom Corporate Identity.
- The Zero Harm identification shall be embroidered on the rear of the hat and shall be in accordance with Eskom's Corporate Identity.
- Soft hats shall have a reinforced stiffened broad brim of at least 80 mm and shall have a draw string fitted with a spring-loaded clip.
- The stitching shall comply with SANS 10101.
- The thread used shall comply with SANS 1362.

3.14 Minimum Standard Specifications for Eye/Face Protection

Eye/face protection used shall be in accordance with:

- In terms of robustness all eye protection must be constructed to protect against impact, non-adherence of molten metal, hot solids, liquids, and dust. Where applicable and based on a risk assessment eye-protectors shall be provided with at least brow guards, chin protectors, chin straps and visors.
- SANS 1404, Eye protectors for industrial and non-industrial use. This code specifies the characteristics of personal eye-protectors for industrial and non-industrial use. It covers eye protectors embodying a-focal or prescriptive lenses or combinations of these. The hazards covered are impact, molten metals, hot solids, dust, gases, liquids, and any combination of these.
- SANS 1400, Equipment (including oculars) for eye, face and neck protection against non-ionising radiation arising during welding and similar operations – welding helmets, hand shields, goggles, and welding spectacles.

3.14.1 Spectacle Visitors

Lens and frame colour clear, lens tint clear and coating uncoated, temple style semi-dropped, brow protection both with side shield and vents, nose bridge nonslip and compliance to CE-EN-166 and ANSI Z87.1.

3.14.2 Spectacle Welders

Colour green frame colour black and lens tint welding shade 5.0. Lens coating, hard coat, and adjustable drop temple also temple style drop with adjustable length and with universal nose bridge to compliance to ANSI Z87.1.

3.14.3 Goggles

Impact splash dust and mist resistant moulded lens and anti-fog coating to ANSI D3 D4. frame colour smoke, lens tint clear and coating anti fog anti scratch, temple style wider adjustable fabric strap with "d" slides comply to ANSI Z87.1 and CE-EN 166.g.

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3.14.4 Spectacle Sunglasses

- Type wrap around ballistic protection for harsh industrial environments.
- Frame colour shall be preferably black; lens tint shall be 1) Indoor-outdoor, 2) clear and 3) amber lens coating hard coat.
- Temple style drop with adjustable lengths; soft self-fitting rubber nose bridge, super coat protection with anti-fog, anti-scratch, anti-static, and UV 100% ultraviolet protection (Amber 99% UV) comply to ANZI z87.1 and CE-EN 166; meet traffic signal colour recognition requirements of ANSI Z80.3.

3.14.5 Safety Eyewear Cord

- Colour black
- Elastic slip-on construction
- Adjustable length

3.14.6 Spectacle Storage Case

- Must be foam padded
- Nylon eyewear case
- Zipper closure with belt clip colour black to fit all spectacles

3.14.7 Goggle/Earmuffs Storage Case

Oversize microfiber eyewear bag with drawstring; suitable for goggles or earmuffs.

3.14.8 Face Shield – Acid/Alkali Protection (SANS 1404)

- The face shield shall provide protection against acid/alkali/ Hazardous biological substances burn.
- The shield shall be made of a transparent material and which material shall be made of Polycarbonate Grade 1 impact, that is, it shall resist the frontal impact of a 6 mm steel ball travelling at a velocity of 120 m/s.
- For eye protection against high impact and flying particles.
- Dimensions: width 310 X length 205 X thick 1 MM.

3.14.9 Face Shield – LV Switching

The face shield shall provide protection against electrical burns and flashes as applicable for Arc Flash Protection as per Arc Flash category requirements.

- The shield shall be made of a transparent material which shall be made of Polycarbonate.
- The face shield shall have anti-fog coating.
- The face shield shall have a protection bag.

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- The face shield shall fit the existing hard hats and shall comply with Category 1 of NFPA 70E-2000 and minimum ATPV performance value of 5 Cal/cm².

3.14.10 Face Shield for Cutting and Grinding

- The face shield shall provide protection against cutting and grinding material.
- The shield shall be made of a transparent material and which material shall be made of Polycarbonate Grade 1 impact, that is, it shall resist the frontal impact of a 6 mm steel ball travelling at a velocity of 120 m/s.
- For eye protection against high impact and flying particles.
- Dimensions: width 310 x length 205 x thick 1 MM.

3.14.11 Welding Helmet Hard Hat Assembled

- Heat resistant thermoplastic shell; material black nylon; visor holder material AS/NZS 1337 medium rating (1); polycarbonate cover lens material AS/NSZ 1338; chipping lens material polycarbonate – medium impact (1); filter lens to have been tested/certified to AS/NZS 1338; Impact protection on the complete assembly to AS/NZS 1337.1 and TA500 series safety helmet.

3.14.12 Welding Helmet Replacement Lenses

- Welding Helmet Replacement Lenses AS/NZS 1337.1, 5051mm x 108mm.
- Polycarbonate clear chipping lens replacement high impact (V).

3.14.13 Welding Helmet Filter Arc Welding Shades

- Welding Helmet Filter Arc Welding Shade 12; AS/NZS 1337.1, 50-51mm x 108mm; high to extra high impact rating; ball speed 6.00mm – 120-190m/sec; 6.35mm – 110-175m/sec; impact protection situations : high grinding, metal cutting, air-arc gauging, welding; range of welding current ≤ 400.
- Welding Helmet Filter Arc Welding Shade 10; AS/NZS 1337.1, 50-51mm x 108mm; high to extra high impact rating; ball speed 6.00mm – 120-190m/sec; 6.35mm – 110-175m/sec; impact protection situations: high grinding, metal cutting, air-arc gauging, welding; range of welding current ≤ 400.
- Welding Helmet Filter Arc Welding Shade 9; AS/NZS 1337.1, 50-51mm x 108mm; high to extra high impact rating; ball speed 6.00mm – 120-190m/sec; 6.35mm – 110-175m/sec; impact protection situations: high grinding, metal cutting, air-arc gauging, welding; range of welding current ≤ 400.
- Welding Helmet Filter Arc Welding Clear.
- Welding Helmet Filter Arc Welding Clear; 1000 hours.

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3.14.14 Welding Helmet Filter Gas Welding

Welding Helmet Filter Gas Welding Shade 6; AS/NZS 1337.1, 50-51mm x 108mm; heavy cutting, fuse welding pre-heated cast iron and heavy thickness.

3.14.15 Auto Darkening Full Welding Helmet

Auto Darkening Full Welding Helmet; robust and lightweight; CE EN 175S, EN 329, ANSI; covers MAG-MIG – covered electrodes and TIG from 5 amps applications; enlarged viewing area: 98 x 51mm; shade, delay, and sensitivity manual adjustments; solar cells WITH rechargeable and interchangeable batteries CR2032; 3D head harness; lens warranty 24 months.

3.15 Minimum Standard Specifications for Hearing Protection

Hearing protection used shall be in accordance with SANS 1451 part 1-3 and comply with the following:

- Protector Hearing: Earplug re-usable corded woven nylon with carrying case and chain contoured 3 or 4 flange ultra-soft polymer design; universal size self-contour to fit any ear canal; non allergenic polymer material; 25 NRR ANSI and 26 SNR CE protection level 92-102 decibels(dB).
- Soft Ear Plug protector, hearing: type: Uni-fit disposable foam earplug; soft tapered slow expanding polyurethane foam; tapered with longer thinner tip; corded PVC cord colour orange 32 NRR ANSI 37 SNR CE protection level 96-106 dB
- Protector Hearing: Semi –aural headband; earplug noise reduction rate 23 decibels; comply to ANSI s.3.19-1974; clamping force 2.0 Newton.
- Protector Hearing: Earmuff high performance smart fold out design dielectric construction; multi position use without support; self-aligning suspension; soft pliable super seal ear cushions for long lasting and resistant against body oil and sweat colour black/red comply to CE SNR 30 NRR 28.
- The earmuffs can be hard hat mounted or normal fit.
- Manufacturers or suppliers of hearing protection devices must provide the device's noise attenuation specifications such as Noise Reduction Rating (NRR) or Single Number Rating (SNR)

3.16 Minimum Standard Specifications for Foot Protection

3.16.1 Electrical Safety Boots

- Toe construction type: steel or carbon fibre; tread surface type sole rubber or polyurethane or combination of both and shall have minimum oil and resistance of 4, slip resistant of 3, water resistance of 3, heat resistance of 4, abrasion resistance of 4 and with penetration resistant insert.
- Material must be full grain upper leather and be made in standard or wide size.

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- Electrical safety shoes shall be electrically tested and certified to be able to withstand electrical resistance of 20 kilo volts for 60 seconds.
- The boots shall be dark brown. Where it is not possible to obtain brown then black will be the only alternative and the laces shall match the relevant boot colour.
- Only locally produced or manufactured textiles leather and footwear material or input will be considered.
- Item to be marked with SABS SANS 20345: mark of approval.

3.16.2 General Safety Boots

- Toe construction type: steel or carbon fibre; tread surface type sole rubber or polyurethane or combination of both and shall have minimum oil and resistance of 4, slip resistant of 3, water resistance of 3, heat resistance of 4, abrasion resistance of 4 and with penetration resistant insert.
- Material must be full grain upper leather and be made in standard or wide size.
- The boots shall be dark brown. Where it is not possible to obtain brown then black will be the only alternative and the laces shall match the relevant boot colour.
- Only locally produced or manufactured textiles leather and footwear material or input will be considered.
- Item to be marked with SABS SANS 20345: mark of approval.

3.16.3 Electrical Safety Shoe

- Toe construction type: steel or carbon fibre; tread surface type sole rubber or polyurethane or combination of both and shall have minimum oil and resistance of 4, slip resistant of 3, water resistance of 3, heat resistance of 4, abrasion resistance of 4 and with penetration resistant insert.
- Material must be full grain upper leather and be made in standard or wide size.
- Electrical safety shoes shall be electrically tested and certified to be able to withstand electrical resistance of 20 kilo volts for 60 seconds.
- The boots shall be dark brown. Where it is not possible to obtain brown then black will be the only alternative and the laces shall match the relevant boot colour.
- Only locally produced or manufactured textiles leather and footwear from local raw material or input will be considered.
- Item to be marked with SABS SANS 20345: mark of approval.

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3.16.4 General Safety Shoe

- Toe construction type: steel or carbon fibre; tread surface type sole rubber or polyurethane or combination of both and shall have minimum oil and resistance of 4, slip resistant of 3, water resistance of 3, heat resistance of 4, abrasion resistance of 4 and with penetration resistant insert.
- Material must be full grain upper leather and be made in standard or wide size.
- The boots shall be dark brown. Where it is not possible to obtain brown then black will be the only alternative and the laces shall match the relevant boot colour.
- Only locally produced or manufactured textiles leather and footwear from local raw material or input will be considered.
- Item to be marked with SABS SANS 20345: mark of approval.

3.16.5 Clean Condition Boots

- Toe construction type carbon fibre.
- Tread surface type sole rubber or polyurethane or combination of both and shall have minimum oil and resistance of 4, slip resistant of 3, water resistance of 3, heat resistance of 4, abrasion resistance of 4 and with penetration resistant insert.
- Material shall be full grain upper leather.
- Shoes to comply with safety shoes electrical testing specification 34-232.
- The boots colour to be white.
- Type will be slip on type (No laces).
- Only locally produced or manufactured textiles leather and footwear from local raw material or input will be considered.
- Item to be marked with SABS SANS 20345 Mark of Approval.

3.16.6 Shoe Protection (Boot Spats)

- The material shall be leather cowhide with self-grip back fastener, under strap.
- The dimensions shall be length 320 X HT 250 mm.

3.16.7 Gumboots

- Gumboots shall be preferably made of solid rubber or combination of PU/rubber and shall be black in colour with a protective toe cap.
- It shall be made of low abrasion material.
- The sole shall be acid and oil resistant minimum 4, and non-slip.
- It shall be waterproof.
- Gumboots shall comply with SANS 20345.

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3.16.8 Wader Suit

- Consist of trousers and attached boots.
- It must be waterproof and made of PVC material.
- The colour of the wader must be olive green.

3.16.9 Socks

- Non-conductive, anti-static and Anti-Bacterial socks shall be made from between 72%-75% Cotton, 20%-26% Poly, 2-5%% Silver Fibre.
- The socks must be available in three different sizes, namely: small/medium, large/x-large and xx-large/xxx-large.

3.17 Minimum Standard Specifications for Hand and Arm Protection

- Where tasks require hand and arm protection, the appropriate protection must be supplied.
- All hand protection used shall be subject to a risk assessment (fit for purpose). Colours may vary according to availability of stock.
- When purchasing the protective equipment, every effort must be made to purchase equipment that bears the British Safety Standard Mark (BS) or the European Norm Standard (EN).

3.17.1 Welding Gloves

- PIMGLOVE Lined welders heat resistant glove 30cm and must be Red all cow leather gloves with double apron, cotton and foam lining and Kevlar yarn. Glove must withstand heat up to 500 degrees Celsius.
- General Purpose Welding Gloves Lined green welders' glove 20cm cuff all cow leather glove with full cotton lining that can withstand heat between 140-175 degrees Celsius.

3.17.2 General Purpose Gloves

- **General Purpose Cut: Resistant Gloves:** Lightweight, cut-resistant, micro-foam nitrile coated glove. EN388 minimum level 3 cut resistance. This glove shall be used in activities where the risk of being cut high.
- **General Purpose Gloves:** preferably dark grey or black. Shall be rated EN 388-4131; Shall have full coating colour: black or grey; palm: 1 mm; This is a general-purpose glove used for these application's: maintenance; logistics and warehousing; using tools and instruments.
- **TIG welding glove: Pigskin or Sheepskin** garment closing method: elasticated; colour: beige; cuff type: plain; type: TIG; mechanical abrasion EN level 1; cut EN level 1; tear EN level 2; puncture EN level 1; heat suitable for minimal application; cold suitable for minimal application; to be used as a general handling glove for rigging, TIG welding and electrical.

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3.17.3 Chemical Gloves

The chemical protective glove shall be type 5 and be aqueous solutions of acids, acid salts, alkalis, alkaline salts, aromatic hydrocarbons, alcohols, ethers, ketones, and organic acids resistant; material shall be butyl rubber II R coated; colour: preferably black; cuff type: rolled end; cuff length: 150 mm; specification: EN 388 / EN 374: 2003.

3.18 Minimum Standard Specifications for Skin Protection

3.18.1 Sunscreen Products – Protective Creams

- Sunscreen products shall be in accordance with SANS 1557. This code specifies requirements for sunscreen products suitable for tropical use for the protection of human skin against the adverse effects of solar UV rays.

3.18.1.1 Product Requirements

- Water resistant with moistening effect
- The product shall be free from palpable particles.
- The product shall not contain any substances prohibited in terms of the current Foodstuff, Cosmetics, and Disinfectant Act.
- The maximum concentration of the UV filters in the sunscreen product shall not exceed that approved by the Department of Health.
- The sunblock shall have a minimum SPF of 40+ rubbed on types; supplied in 150ml tubes.

3.18.2 Insect Repellent

- Form gel stick: odour perfumed; colour opaque, translucent light green; PH 8.9 to 9.0; solubility miscible in water; storage below 25 °C; and away from sunlight, conforms to Medicines Control Counsel (MCC) of South Africa – Act 101 of 1965 Registration no: l686. (mosquito insects).
- Bayticol Aerosol Spray; Insecticide fabric spray that kills ticks and prevent tick bites on humans; composition Flumenthrin (pyrethroid) 2g/kg; Net Contents 240ml; Used as a fabric spray to prevent tick bites; flammable; Supply with Material Safety Data Sheet(MSDS).

3.18.3 Barrier Cream

The barrier creams shall meet the relevant requirements for barrier creams suitable for protection of the skin against acids, alkalis, oils, and solvents. It also lays down requirements for homogeneity, wash ability, odour, stability, application, pH value, and penetrability to challenging solutions and occurrence of fungal and bacterial growth.

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3.18.3.1 Chemical and Physical Requirements

- All types of cream shall be homogeneous and soft in texture, free from grit and substances known to be harmful to the skin during long exposure. All types of creams shall be readily removed from the skin with detergent and water.
- Barrier creams complying with the requirements of this specification shall be free from objectionable odours during and after application to the skin.
- The barrier cream shall show no separation of liquid from the cream/paste at 15°C and 30°C after standing for 48 hrs.
- When applied to the skin the barrier cream shall form a flexible adhering film at temperatures of 15°C to 30°C.
- The pH value of a water extract of the barrier cream shall not be less than 5,0 and not more than 8,5.
- The barrier cream shall leave no stains on a cotton duct.
- When tested in accordance the barrier cream shall show no fungal or bacterial growth.

3.18.4 Skin Protect Cream

White smooth, non-greasy oil-in-water emulsion with a light fragrance. High quality cosmetic grade, oil-in-water silicone free emulsion including Collagen Allantoin & MF moisturising agents as skin care agents; Physical State Cream; Miscibility in water Complete; All the individual organic components of the product must be biodegradable and anticipated that when used at the recommended dilution the product must not be harmful to the environment; Packaging: 500 ml Tubs preferably with dispensing pump.

3.18.5 Solvgard Barrier Cream Against Solvents

Solvgard White oil-in-water emulsion, odourless; Containing waxes, oils, zinc oxide and skin care agents, silicone free; Skin care agents include Allantoin & Hydro MF moisturising agent; Highly effective barrier coating against petrol, diesel, thinners, paraffin turps, dust and powders; Miscibility in water Complete; Biodegradable: All the individual organic components of the product must be biodegradable and anticipated that when used at the recommended dilution the product must not be harmful to the environment;. Packaging: 500 ml Tubs preferably with dispensing pump.

3.18.6 Skin Barrier Cream against Acids and Alkalis

Skin cream with protective blocking agent; Whitish water-in-oil emulsion slightly greasy feel, odourless. Must Contains a high proportion cosmetic oil, titanium dioxide, talcum, Vaseline and skin care agents, silicone free. Skin care agents include Allantoin & Hydro MF moisturising agent. Highly effective barrier coating against all water borne substances (e.g., acids, alkalis) + dust and powders.

Miscibility in water: Not miscible in water; Biodegradable: All the individual organic components of the product must be biodegradable and anticipated that when used at the recommended dilution the product must not be harmful to the environment; Packaged 500 ml Tubs without dispensing pump.

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3.18.7 Foot Care Cream

Cosmetic grade ingredients blended to refresh tired feet, reduce excessive perspiration, and prevent unpleasant foot odours. Reduce common irritation of athlete's foot and similar foot afflictions. Inclusion of witch hazel for soothing action. Chlorhexidine component to offers a broad antibacterial spectrum. Composition oil-in-water emulsion, off white in colour, silicone free, mixture of oils and waxes, witch hazel Chlorhexidine and camphor; All the individual organic components of the product must be biodegradable and anticipated that when used at the recommended dilution the product must not be harmful to the environment; Storage 1 year stored at room temperature. Keep lid closed. Packaging 500 ml tubs preferably with dispensing pump.

3.19 Minimum Standard Specifications for Respirators

- Respirators to be worn where required/specified or where a risk assessment/exposure assessment indicate wearing of respirator is required.
- The specifications for respiratory equipment shall be in terms of the following:

3.19.1 Dust Mask FFP2 with Valve

- Disposable particulate mask for protection against solid and non-volatile liquid particles only; EN 149:2001 +A1 2009 FFP2 NR D CE 0086.
- Can be supplied plain or carbon coated (welding).
- Protection factor 10 X WEL material that has low breathing resistance with effective protection against: sub-micron particles, fine dusts, non-volatile liquid mists, and biological agents.
- Valve provides effective removal of heat and moisture for a cooler and more comfortable wear whilst also minimising the risk of misting eyewear.

3.19.2 Dust Mask FFP2 without Valve

- Disposable particulate mask for protection against solid and non-volatile liquid particles only; EN 149:2001 +A1 2009 FFP2 NR D CE 0086.
- Can be supplied plain or carbon coated (welding).
- Protection factor 10 X WEL material that has low breathing resistance with effective protection against: sub-micron particles, fine dusts, non-volatile liquid mists, and biological agents.

3.19.3 Dust Mask FFP3 with Valve

- Disposable particulate mask for protection against solid and non-volatile liquid particles only; EN 149:2001 +A1 2009 FFP3 NR D CE 0086.
- Can be supplied plain or carbon coated (welding).

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- Protection factor 20 X WEL material that has low breathing resistance with effective protection against: sub-micron particles, fine dusts, non-volatile liquid mists, and biological agents.
- Valve provides effective removal of heat and moisture for a cooler and more comfortable wear whilst also minimising the risk of misting eyewear.

3.19.4 Full Face Mask Reusable Air-Purifying Respirator

- Tight Fitting; 5 Point; EN 136 CL 2. CE 0158. Part Number D2055790. FP 42, OF CLASSES 1, 2, OR 3 (MASK).
- Highest standard of face seal to protects the eyes.
- These respirators for use with chemical cartridges in emergencies.

3.19.5 Canister Filter Gas and Combination Filter

- Canister filter gas and combination filter for solids and vapours according to EN 14387 A2 B2E2 K1 HG-P3 R D PART NUMBER 1070705 D 1070705 MEE CE 0121 ES 5/16 MAX 50 H.
- If the respirator is of a different make from the one specified above the user shall ensure to supply the correct part number before purchase.
- The user and/or buyer shall ensure that the canister is compatible to the mask if the different for the mask specified in paragraph 3.18.5 bullet 1.
- Protective respirator filter to be suitable for use in full face mask filter housing fitted with round thread in accordance with EN148-1 (RD 40 X 1/7").
- Chemical cartridges should be replaced when saturated or expired.

3.19.6 Canister Filter Organic Gasses and Vapour

- Canister filter organic gasses and vapour; combination filter EN 141 A2 P3 PART NUMBER HFP/C3/3.
- If the respirator is of a different make from the one specified above the user shall ensure to supply the correct part number before purchase.
- The user and/or buyer shall ensure that the canister is compatible to the mask if the different for the mask specified in paragraph 3.18.6 bullet 1.
- Filter to be suitable for use in full face mask filter housing fitted with round thread in accordance with EN148-1 (RD 40 X 1/7").

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3.20 Minimum Standard Specifications for Protective Clothing for Users of Hand-Held Chain Saws

- Protective clothing for users of hand-held chain saws shall be in accordance with SANS 50381-5. This code defines design and specifies the requirements for leg protectors that offer protection against cutting by a hand-held chain saw.
- SANS 50381-2 specifies the test methods to be used to assess the resistance of leg protectors to cutting by hand-held chain saws and other properties.

3.20.1 Requirements in terms of SANS 50381-5

- SANS 50381-5 defines three designs for leg protectors and all three designs have different specified protective areas, as indicated in sections 4.2, 4.3 and 4.4 of SANS 50381-5.
- The protective clothing shall be as lightweight as possible.
- Between the crotch and the fly, a break of 30 mm is allowed, but it is recommended that this break is kept as small as possible.
- The design shall be without appendages, which could become entangled in the machinery.
- Braces shall have a minimum width of 30 mm.
- The construction around the knee shall facilitate bending of the leg.
- For zippers or buttons, an opening break of 30 mm shall be allowed.
- The Zero Harm identification shall appear on the right-side sleeve of the top and shall be in accordance with Eskom's Corporate Identity.
- All Personal Protective Clothing tops and raincoats to be fitted with reflective strips on both sleeves' circumference on the inner upper arm, reflective strips on both legs above the knees.

Note: *With the aid of risk assessment techniques Line Management supported by Safety Risk Management shall determine the most effective design, per person required for this category of tasks.*

Note: *When purchasing the above protective equipment and SANS specification are not available every effort must be made to purchase equipment that bears the British Safety Standard Mark (BS) or the European Norm Standard (EN).*

Note: *All hand protection used shall be subject to a risk assessment (fit for purpose). Colours may vary according to availability of stock.*

3.21 Minimum Standard Specifications for Tog Bags

- Tog bags shall be made from hard-wearing PVC canvas material and shall have a drawstring closure.
- A label holder with a clear plastic window shall be stitched on one side of the tog bag.
- The colour of the tog bag shall be Eskom Navy blue Pantone 19_3920.

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- The Eskom logo shall appear in white silkscreen printing in accordance with Eskom's Corporate Identity.
- The height of the bag shall be a minimum of 60 cm with a diameter of 30 cm.

4. Selection Use, Care, And Maintenance of PPE

4.1 Head Protection

4.1.1 Hard Hats

4.1.1.1 Use

Hard hats shall be worn:

- by all persons working or entering an area where people are working above them or where there is a danger of objects falling or flying, whether it be at ground level or at height.
- in areas where the international symbolic sign is displayed (designated hard hat area).
- when so requested by the person in charge of a work site.
- in confined spaces where the risk of bumping the head exists; and
- where a risk assessment has identified a need for hard hats.

4.1.1.2 Care and Maintenance by the Employee

Hard hats shall:

- be kept clean and maintained in good condition, and cradles and sweatbands shall be washed at least once a month using warm soapy water only and not solvents.
- be inspected before use by the employee for cracks and signs of impact and wear that may reduce the degree of safety originally provided; and
- not be painted or defaced in any manner whatsoever, except for attachment of stickers that have been approved by the manufacturer and the Eskom Corporate Identity Department.
- The wearer shall ensure that the hard hat fits properly and that the lining or cradle is properly adjusted to fit the head. It must be secured in such a manner that it does not fall off when leaning forward.
- The wearer shall also ensure that nothing is worn under the hard hat, except a balaclava without a pom-pom, as this prevents the hard hat from performing as intended, and that the chin straps are worn at all times.
- If the hard hat is worn continuously in the sun or exposed to any other substances that deteriorate the quality of the hat, it may be replaced after two years. Otherwise, it will only be exchanged, when necessary, where a wear-and-tear principle shall be applied.

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- A “bend test” can be performed to see whether the hard hat material has become brittle, in which case it should be replaced.

4.1.2 Sun Brim for Hard Hats

4.1.2.1 Use

A sun brim shall be used:

- by all persons exposed to the sun and working in an area where they are required to wear a hard hat and shall be fitted on the hard hat; and
- where a risk assessment has identified the need for a sun brim.

4.1.2.2 Care and Maintenance by the Employee

The sun brim shall be:

- kept clean and maintained in good condition; and
- not be defaced/modified in any manner whatsoever.
- When fitting the sun brim on the hard hat, the employee shall ensure that it fits properly.
- Exposed facial and neck areas not protected by the sun brim shall be protected by the application of approved sunblock issued by the employer.

4.1.3 Hairnets

4.1.3.1 Use

Hairnets shall be used:

- by all persons who have long or extended hair and are required to wear a hard hat; and
- where a risk assessment has identified the need for a hairnet.
- The hairnet serves to ensure that long hair is not forced into the hard hat, thus minimising its effectiveness.

4.1.3.2 Care and Maintenance by the Employee

Hairnets shall be:

- kept clean and maintained in good condition; and
- not be defaced/modified in any manner whatsoever.
- When wearing a hairnet, the employee shall ensure that it is properly fitted on the hard hat and that hair is placed inside the hairnet pocket.

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4.1.4 Soft Hats

4.1.4.1 Use

Soft hats shall be worn:

- by all persons exposed to the sun and working in an area where a hard hat is not required; and
- where a risk assessment has identified the need for soft hats.

4.1.4.2 Care and Maintenance by the Employee

Soft hats shall be:

- kept clean and maintained in good condition; and
- not be defaced/modified in any manner whatsoever.
- When wearing a soft hat, the employee shall ensure that it fits properly and that exposed facial and neck areas not protected by the soft hat is protected by the application of approved sunblock issued by the employer.

4.2 Eye/Face Protection – Goggles, Eyeglasses, Welding Helmets, and Face Shields

4.2.1 Use

Eye/Face protection shall be used:

- by all persons working in an area where a risk of eye or face injury exists.
- by persons performing welding activities, and the user shall ensure that he/she uses the correct welding filter for the work he/she is performing.
- in an area where the international symbolic sign is displayed (designated eye/face protection); and
- where a risk assessment has identified a need for eye or face protection.
- All eye protection shall be SANS-approved eye/face protection, including welding helmets and shall be issued to all persons required to perform work where the risk of sustaining injury to the eyes/face exists.

Note: As a general rule, face shields should be worn over suitable basic eye protection. A variety of face shields protect the face and neck against flying particles, sprays of hazardous liquids, splashes of molten metals, and hot solutions. In addition, they provide antiglare protection, where required.

4.2.2 Care and Maintenance by the Employee

- Eye and face protection shall be kept clean and maintained in good condition.
- When not in use, these items shall be stored in a manner to prevent any scratches or damage, preferably in a storage case.

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- The employee shall ensure that eye/face protection fits properly and that the correct eye/face protection is used for the specific task being performed.
- Face shields and a hard hat assembled welding helmet shall be used with compatible headgear or hard hat.
- The welding filters shall be stored in a safe manner to avoid breaking.
- Damaged filters shall be replaced, when necessary.

4.3 Hearing Protection

4.3.1 Use

Hearing protection shall be used:

- in the vicinity of noise levels equal to or more than 85 decibels (dBA);
- where noise signs are displayed, at a predetermined radius to demarcate the noise zone;.
- in an area where the international symbolic sign is displayed; and
- where a risk assessment and a noise level survey have identified a need for hearing protection.

4.3.2 Care and Maintenance by the Employee

- Hearing protection shall be kept clean and maintained in good condition. Reusable protection shall be washed with warm soapy water and rinsed properly to prevent infections.
- When not in use, hearing protection items shall be stored in such a manner as to prevent the ingress of foreign matter, preferably in a storage case or bag.
- When wearing hearing protection, the employee shall ensure that it fits properly and that the correct hearing protection is used to reduce the noise level to an acceptable level.
- Disposable earplugs shall be used once and disposed of after use.
- Earplugs shall not be shared between employees and shall be disposed of, when necessary.

4.4 Foot Protection

4.4.1 Safety Boots/Shoes

4.4.1.1 Use

Safety boots shall be worn:

- by all persons exposed to the possibility of injury to the feet in the performance of their duties (for example, construction work and the workshop environment).
- in an area where the international symbolic sign is displayed (designated foot protection

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area); and

- where a risk assessment has identified the need for foot protection. This shall include the type of safety boot to be worn.

4.4.1.2 Care and maintenance by the employee

- The boots/shoes shall be kept clean and maintained in good condition.
- Polish shall be applied to the boots/shoes routinely.
- Laces will be replaced on a basis of fair wear and tear.
- Boots/Shoes shall not be defaced in any manner whatsoever.
- When not in use, boots/shoes shall be stored in an approved manner.
- The employee shall ensure that the safety boots/shoes fit properly and that the laces are tied when worn.

4.4.2 Gumboots

4.4.2.1. Use

Gumboots shall be worn:

- by all persons exposed to wet concrete, muddy, or wet conditions.
- in an area where the international symbolic sign is displayed (designated foot protection area); and
- where a risk assessment has identified the need for gumboots.

4.4.2.2 Care and Maintenance by the Employee

Gumboots shall:

- be kept clean and maintained in good condition.
- not be defaced in any manner whatsoever; and
- be stored or secured in an approved manner when not in use.
- The employee shall ensure that the boots fit properly.

4.4.3 Wader Suits

4.4.3.1 Use

Wader suits shall be worn:

- by employees who work in/on water sources such as water treatment plants, dams, etc.; and
- where a risk assessment has identified the need for a wader suit.

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4.4.3.2 Care and Maintenance

- Wader suits shall be kept clean and maintained in good condition.
- The suits shall be dried before storage.
- Wader suits shall not be defaced in any manner whatsoever.

4.4.4 Socks**4.4.4.1 Care and Maintenance**

- Socks shall be kept clean and maintained in good condition.
- They shall not be defaced in any manner whatsoever.
- When wearing socks, the wearer shall ensure that they fit properly.

4.5 Garments (Clothing)**4.5.1 Boiler Suits (One-Piece or Two-Piece Workwear Suit)/Overalls****4.5.1.1 Use**

Boiler suits/Overalls shall be worn:

- by all persons performing work where the protection offered by the optional/alternative clothing is inadequate; and
- by all persons performing work in construction and workshop environments; and
- where a risk assessment has identified a need for boiler suits/overalls.
- Acid-resistant boiler suits/overalls shall be worn in an area where employees are exposed to chemicals.
- Where the concentration of the chemicals in the workplace is above the limits stipulated on the boiler suit label and/or in Annexure E (chemical chart specification), an acid-proof apron or chemical suit shall be worn.

4.5.1.2 Care and Maintenance by the Employee

- Boiler suits/Overalls shall be kept clean and maintained in good condition.
- They shall not be defaced or modified in any manner whatsoever.
- The washing of boiler suits/overalls shall be the responsibility of the employees concerned.
- The boiler suits/overalls shall be washed according to the manufacturer's instructions reflected on the label to ensure that flame retardancy lasts longer.
- When wearing an overall, the employee shall ensure that it fits properly.

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4.5.2 Dust Coats

4.5.2.1 Use

Dust coats shall be worn:

- where a risk assessment has identified the need for a dust coat to be worn.

4.5.2.2 Care and Maintenance by the User

- Dust coats shall be kept clean and maintained in good condition.
- They shall not be defaced in any manner whatsoever.
- When wearing a dust coat, the wearer shall ensure that it fits properly.
- The dust coat shall be washed according to the manufacturer's specifications.

4.5.3 Shirts

4.5.3.1 Use

- Shirts shall be worn as determined by the risk assessment and PPE Matrix.
- Unless stated in the risk assessment, an operator's jacket shall be worn over the shirt when performing work.

4.5.3.2 Care and Maintenance by the User

- Shirts shall be kept clean and maintained in good condition.
- They shall not be defaced in any manner whatsoever.
- When wearing a shirt, the wearer shall ensure that it fits properly and is in good condition.
- The shirts shall be washed according to the manufacturer's specifications.

4.5.4 Thermal Jackets

4.5.4.1 Use

- Thermal jackets shall be worn in addition to a two-piece (long pants with a long-sleeved shirt) when working in cold weather.
- They shall also be worn where a risk assessment has identified the need for a thermal jacket to be worn.

4.5.4.2 Care and Maintenance by the Employee

- Thermal jackets shall be kept clean and maintained in good condition.
- They shall not be defaced or modified in any manner whatsoever.
- The cleaning of thermal jackets shall be the responsibility of the employees concerned.

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- When wearing a thermal jacket, the employee shall ensure that the thermal jacket fits properly.
- The jackets shall be washed according to the manufacturer's specifications.

4.5.5 Rain Protection (Rain Suits)

4.5.5.1 Use

- Rain protection shall be worn by all persons exposed to wet weather in the performance of their duties and where a risk assessment has identified the need for rain protection.
- Rain suits shall not be worn for warmth.

4.5.5.2 Care and Maintenance by the Employee

When not in use, rainwear shall be:

- stored in an approved manner.
- dried before storage; and
- kept clean and in good condition.
- When wearing rainwear, the employee shall ensure that it fits properly and that it is in good condition.
- Rainwear shall not be defaced in any manner whatsoever.

4.6 Chemical Protection

A chemical outfit can consist of a one-piece or two-piece chemical-resistant suit, chemical-resistant gloves, chemical aprons, disposable covers for shoes, breathing apparatus, and full-face masks.

4.6.1 Use

Chemical-resistant protective clothing shall be worn:

- by all persons performing work where the protection offered by the optional/alternative clothing is inadequate.
- by all persons working with hazardous chemicals where there is a risk of coming into contact via spillage with those chemicals or where the MSDSs of those chemicals require this type of protective clothing to be worn; and
- where a risk assessment has identified the need for a chemical-resistant outfit.
- Where the chemical-resistant suit cannot provide the required level of protection, a chemical-proof suit or apron shall be worn.

4.6.2 Care and Maintenance by the Employee

- Chemical-resistant outfits shall be kept clean and maintained in good condition.
- They shall not be defaced or modified in any manner whatsoever.

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- The acid-resistant PPE shall be washed according to the manufacturer's specifications as attached to the garment.
- The chemical-resistant PPE shall be washed separately to prevent contamination and the deterioration of other domestic laundry.
- The acid-resistant PPE shall be maintained in good condition.
- If the chemical-resistant PPE is cut or damaged or is perishing, it shall be replaced immediately.
- When wearing a chemical outfit, the employee and supervisor shall ensure that the correct protective clothing is worn for the specific task being performed.

4.7 Reflective Vests and Bibs

4.7.1 Use

- Reflective vests/bibs shall be worn where there is a need for the wearer to be visible and where the risk assessment has identified the need for reflective vests.

4.7.2 Care and Maintenance by the Employee

- Reflective vests/bibs shall be cared for in accordance with the manufacturer's recommendations.
- They shall be kept clean and maintained in good condition.
- They shall not be defaced in any manner.
- The wearer shall take care when working in an area that has open flames to avoid the vest/bib catching fire.

4.8 Hand and Arm Protection

4.8.1 Use

Hand protection shall be worn:

by all persons working on or with equipment **where** a risk of injury/infection to the hand or forearm exists, for example, welding, handling chemicals, etc.

- in an area where the international symbolic sign is displayed (designated hand protection area); and
- where a risk assessment has identified the need for hand protection.

4.8.2 Care and Maintenance by the Employee

- All hand protection shall be cared for in accordance with the manufacturer's recommendations.
- All hand protection shall be kept clean and maintained in good condition.
- When wearing hand protection, the employee shall ensure that it fits properly.

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- The correct hand or forearm protection must be worn for the specific task being performed, that is, to protect the individual against physical damage and against cuts, scratches, skin diseases, etc.

4.9 Respirators and Dust Masks

4.9.1 Use

- Respirators shall be worn by employees exposed to the risk of dust, fibres, gas, smoke, vapours, fumes, or in areas where insufficient oxygen is present, such as employees working in confined spaces as determined by a risk assessment.
- The risk assessment shall determine the type of respirator or dust mask to be used.
- Proper selection will depend on the toxic substance encountered, conditions of exposure, individual human capabilities, and equipment fit.
- The wearer shall ensure that a proper canister is attached to the respirator for the chemicals to which he/she is exposed.

4.9.2 Care and Maintenance

- Employees shall be trained in the proper use, care, and limitations of respiratory equipment.
- Employees shall conduct daily equipment inspections before use.
- The storing and maintenance programme shall comply with the manufacturer's instructions.
- A respirator shall be kept clean and maintained in good condition.
- It shall not be defaced or modified in any manner whatsoever.
- The cleaning of a respirator shall be the responsibility of the employee concerned.
- The dust masks shall not be shared and should be used once and disposed of after use.
- Employees must ensure that they check expiry dates of canisters before use.

4.10 Cold-Weather Protection (Freezer Wear)

4.10.1 Use

- Cold-weather protection can consist of cotton thermal underwear, woollen gloves, woollen socks, balaclavas, freezer suits, and gumboot inserts.
- Cold-weather protection shall be used when employees are working in an area that has extremely cold temperatures as determined by the Environmental Regulations for Workplaces Regulation 2, framed under the Occupational Health and Safety Act, and the risk assessment.

4.10.2 Care and Maintenance

- Cold-weather protection shall be cared for in accordance with the manufacturer's recommendations.
- It shall be kept clean and maintained in good condition.

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- It shall not be defaced in any manner.

4.11 Skin Protection

4.11.1 Use

- Skin protection, that is, barrier cream, sunscreen, foot cream, and insect repellent, shall be used by employees exposed to UV rays, chemicals, insects, and employees who require foot care cream, as identified by an applicable risk assessment.
- Skin protection shall be used according to the manufacturer's instructions.

4.11.2 Care and Maintenance

- Skin protection shall be stored and used according to the manufacturer's requirements and care taken to see that it has not expired before use.

4.12 Tog Bags

4.12.1 Use

- A tog bag shall be issued to staff who require PPE to do their work and so that they can keep their PPE in one place and take it with them to their work site and prevent damage.
- PPE, such as workwear (garments) and boots that must be worn most of the time, shall be worn according to work area requirements or risk assessments, and the tog bag shall be used to carry accessories such as a hard hat, earplugs, gloves, etc.

4.12.2 Care and Maintenance

- It shall be kept clean and maintained in good condition.
- It shall not be defaced in any way.

5. Acceptance

This document has been seen and accepted by:

- [1] Occupational Health and Safety Steering Committee.
- [2] Risk and Sustainability Division Management Committee.
- [3] Eskom Corporate Identity.

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6. Revisions

Date	Revision	Complier	Remarks
April 2013	0	Mxolisi Thanjekwayo	New document
February 2020	1	Ntokozo Ngubane	- The document was due for review and had to be aligned to the latest revision of SANS standards. - New definition for textile industry added. - PPE performance requirements included in some of the PPE items.
	2	Ntokozo Ngubane	- The PPE specification document was combined with the PPE standard to ensure that general PPE requirements are stipulated in a in one document. - The review was also meant to remove issuing and replacement requirements from a level 1 document so that division can specify own issuing and replacement requirements based on their risk assessments.

7. Development Team

The following people were involved in the development of this document:

- Ntokozo Ngubane
- Mxolisi Thanjekwayo
- Naledi Lekoto
- JR Rossouw
- Deon Labuschagne
- Ntswaki Fedile

8. Acknowledgements

- Diane Else

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Annex A - Personal Protective Clothing – Standard Sizes**MENS SHIRT, TROUSERS SIZE CHART**

	S			M				L			XL	XXL
Men's Shirts	34	36	37	38	39	40	41	42	43	44	46	47 48 49
		14		15			16		17		18	
Men's Trousers Waist		1	2	3	4	5	6	7	8	9	10	
		66	71	76	81	87	92	97	102	107	112	
		26		30	32	34	36	36	40	42	44	

LADIES PANTS SIZE CHART

Sizes	67	72	77	82	87	92	97	102	107	112	117	122	127	132	137
Waist Extended	67	72	77	82	87	92	97	102	107	112	117	122	127	132	137
Seat*	92	97	102	107	112	117	122	127	132	137	142	147	152	157	162
Out-Leg	106	106	107	108	108	109	109	110	111	111	112	113	113	114	114
In-Leg	79	79	80	80	80	81	81	81	82	82	83	83	83	83	83

*MEASURED 20cm DOWN FROM WAIST BAND.

ALL MEASUREMENTS SUBJECT TO A TOLERANCE OF $\pm 4.0\%$ **CONTROLLED DISCLOSURE**

LADIES LONG SLEEVED SHIRTS SIZE CHART															
Sizes	77	82	87	92	97	102	107	112	117	122	127	132	137	142	147
Bust @ Base Of Armhole	92	97	102	107	112	117	122	127	132	137	142	147	152	157	162
Back Length	64	65	65	66	66	67	67	68	68	69	69	70	70	71	71
Back Width	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Sleeve Length*	41	41	41	42	42	42	43	43	43	44	44	44	45	45	45
Hip	102	107	112	117	122	127	132	137	142	147	152	157	162	167	172
Cuff	21	21	21	22	22	22	23	23	23	24	24	24	25	25	25

*UNDER ARM MEASUREMENT

ALL MEASUREMENTS SUBJECT TO A TOLERANCE OF $\pm 4.0\%$

MEN'S LONG SLEEVE SHIRTS						
Collar Size	Size	Chest	Back Length	Back Width	Long Sleeve U/Arm	Cuff Button
34/35	XS	112	79.5	43	50.5	20
36/37	S	116	80	45	51	21
38/39	M	120	80.5	47	51.5	22
40/41	L	124	81	49	52	23
42/43	XL	128	81.5	51	52.5	24
44/45	2XL	132	82	53	53	25
46/47	3-XL	136	82.5	55	53.5	26
48/49	4-XL	140	83	57	54	27
50/51	5-XL	144	83.5	59	54.5	28
52/53	6-XL	148	84	61	55	29
54/55	7-XL	152	84.5	63	55.5	30
56/57	8-XL	156	85	65	56	31

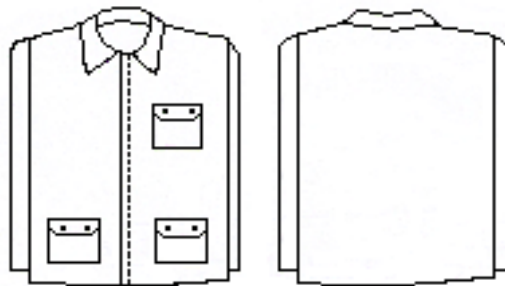
CONTROLLED DISCLOSURE

THERMAL JACKETS				
Sizes	Chest at base of armhole	Back Length	Back Width	Sleeve length *
Small	135	76	56	49.5
Medium	140	77	56	50
Large	145	80	58	50.5
X-LG	150	81	60	51
2X-LG	155	82	62	51.5
3X-LG	160	83	64	52
4X-LG	165	84	66	52.5
5X-LG	170	85	68	53
6X-LG	175	86	70	53.5

* Measured at the underarm seam
2%

* All measurements subject to a tolerance of

* Measurements in centimetres and according to SANS standards



Jacket Sketch

Jackets	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
	87	97	107	117	122	132	137	147	157
Soft Bush Hats	56 67/8	57 7	58 71/8	59 71/4	60 73/8	62 71/2			

Shoes gumboots and boots	Ladies		210 2	220 3	230 4	240 5	250 6	255 7	262 8	
	Men	5	247 6	255 7	262 8	270 9	277 10	285 11	292 12	300 13
Socks	Men/ladies	S	M	L	XL	XXL	XXX L			

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Annex B - Standard Nomenclature for Stitches, Seams and Stitching (Informative)

B1 Stitches, seams and stitches

B1.1 General

All sewing shall be in accordance with SANS 10101

B1.2 Stitches

- a) Main seaming and ruching. Stitch type 401.
- b) Over locking. Stitch type 402-505.
- c) Other sewing. Stitch type 301.

B1.3 Seams

Seams shall be at least 8 mm wide. They shall be as follows:

- a) Main seams. Seam type Ssa – 2, Lsc – 2 or Lsc – 3.
- b) Breast pocket flaps to blouse. Seam type Lsc – 2, Lsba – 2 or sewn in with yoke seam.
- c) Leaf edge of collar and flaps. Seam type – 4.
- d) Breast waist seam. Seam type Ssag – 3 or similar acceptable seam type.
- e) Side wing-pocket bags. Seam type Sse – 2, Bsc – 2, Bse – 4.
- f) Side patch-pocket bags. Seam type Lsd – 4.
- g) Other seams. Seam type Ssa – 1.

B1.4 Number of stitches

- a) Seaming and top stitching. 40 + 4 per 1 cm.
- b) Overclocking. 32 + 2 per 10 cm.
- c) Button holes. 12 + 1 per 1 cm.
- d) Back-tacks. 18 min per 1 cm.
- e) Buttons. 18 min per button.

B 1.5 Sewing threads

The sewing threads shall comply with the relevant requirements of SANS 1362 and shall be compatible with, and the colour shall be an acceptable match to, the material(s) with which they are used and shall be 100 % cotton.

The thread shall be as follows:

- a) Needle, bobbin and looper threads shall have a breaking strength of at least 12 N.
- b) Over locking threads shall have a breaking strength of at least 8

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Annex C - Material Specification for T006 (Shirts) and all Garment Labels**C1. T006 fabric specification****FABRIC SPECIFICATIONS**

BLEND	100% COTTON
WARP COUNT	30
WEFT COUNT	30
WEAVE	4/1 SATIN
<u>FINISHED DETAILS:</u>	
ENDS/CM	46
PICKS/CM	22
O/ALL WIDTH (CMS)	140 to 143
MASS (GSM)	206
<u>TENSILE STRENGTH:</u>	
WARP	900N
WEFT	350N
<u>STABILITY%:</u>	
WARP	3
WEFT	3
<u>COLOUR FASTNESS:</u>	
WASH	5
RUB	4 – 5
LIGHT	5
<u>PILLING:</u>	2
<u>MARTINDALE (RUBS):</u>	10000 – 12000
<u>SEAM SLIPPAGE:</u>	
WARP	117N
WEFT	211N

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Annex D - Flame Retardant Retro Reflective Material Sewing on Garments

- a) Product: Retro-reflective material referenced WATT – FRIS91 – Silver (50mm)
- b) Product shall comply to EN 471 + A1; 2007 requirements including the following three
- c) EN469, Clause 6.1, Annex B.3.2
- d) EN469, Clause 6.5, Annex B.3.1
- e) BSENISO14116: Limited Flame Spread
- f) Retro-reflective tape shall be fitted mid-way on both sleeves circumference of the inner leg and U/arm sleeve measurement on one and two piece work wear including rainwear long pants and jackets.

Garments labels as per SANS 1309

- a) All garments shall have a cotton or rayon label firmly sewn to the yoke at the back neck on the inside
- b) The label shall provide the following information in legible and indelible marking ink for textiles as per SANS 432
- c) Manufacturer's name or trade mark or both
- d) Name of the manufacture of the material and their location
- e) Year of manufacture
- f) VAT registration number of the manufacture
- g) Full washing instructions
- h) Material fabric type Ex (D59 Zero flame) and (T006 Zero flame)
- i) Size
- j) Customer item code / traceability number as per SANS 432 indelible marking ink for textile fabrics
- k) Country of origin

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Annex E - For Rain Wear Sizes and Chemical Chart Specs**Size Chart**

Jackets	Chest	Back Len.	Sleeve Len.	Cuff Circ.
Small	115	75	75	33
Medium	125	76	78	34
Large	135	77	81	35
X-Large	140	80	84	36
2X-Large	145	85	86	37
3X-Large	150	85	87	38
4X-Large	155	85	88	39

Pants	Waist	In-Leg	Outer-Leg	Hem Circ
Small	103	70	100	46
Medium	107	72	103	48
Large	111	74	106	50
X-Large	115	76	109	52
2X-Large	121	80	115	56
3X-Large	127	84	121	60
4X-Large	140	88	125	64

Overalls	Chest	Sleeve Len.	Cuff Circ.	Waist
Small	109	48	28	95
Medium	119	49	28	105
Large	129	50	29	115
X-Large	139	51	30	125
2X-Large	149	52	30	135
3X-Large	159	53	31	145
4X-Large	169	54	32	155

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Chemical Chart Specifications

Liquid	Pressure Kpa	Time Minutes
1: Phosphoric	0	5
	20	10
	100	10
2: Hydrochloric	0	5
	20	10
	100	10
3: Hydrofluoric	0	5
	20	10
	100	10
4: Sulphuric	0	5
	20	10
	100	10
5: Phenol	0	5
	20	10
	100	10

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	Standard	
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Title: **Life-Saving Rules**
 Document Identifier: **240-62196227**

Alternative Reference Number: **N/A**

Area of Applicability: **Eskom Holdings SOC Ltd**

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Compiled by	Functional Responsibility	Authorised by
 K Modiole Senior Advisor - OHS Risk and Sustainability Date: 13 February 2025	 M Moahlodi Senior Manager - OHS Risk and Sustainability Date: 13 February 2025	 (Dave Lucas) pp K Pather General Manager Risk and Sustainability Date: 17 February 2025

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1. Introduction

Eskom and its subsidiaries will conduct business with respect and duty of care for people to ensure that no operating condition or urgency of service endangers the life of anyone or causes injury, ill-health or damage to the environment. Eskom is committed to preventing all work-related injuries and ill-health. In fulfilling this commitment to protect people, the environment and property, management will provide and maintain a safe and healthy work environment, in accordance with industry standards and compliance with legislative requirements.

At-risk behaviour leads to incidents. Life-saving Rules are safety rules created to enforce zero tolerance for serious at-risk behaviours. These rules have been determined in terms of the consequences of the behaviours they describe, that is, a particular set of behaviours or actions with a high probability of causing disabilities or fatalities when performed.

The Eskom Life-Saving Rules complement our existing health and safety best practices and are safety rules to be followed at all locations.

The Life-Saving Rules apply to all Eskom employees, agents, consultants, and contractors. Visitors to Eskom should also respect and adhere to these rules as applicable and could be instructed to leave the Eskom premises with immediate effect should they refuse to do so.

2. Supporting Clauses

2.1 Scope

This standard shall apply at all Eskom sites to promote a safe working environment for all Eskom employees, agents, consultants, and contractors. Visitors to Eskom should also respect and adhere to these rules, as applicable.

2.1.1 Purpose

This standard clarifies the six most prominent causes of serious injuries, and fatalities within Eskom, and Eskom's intention to enforce "**ZERO TOLERANCE**" concerning non-adherence to these rules, due to the potential consequences of serious injury or fatality at the workplace.

2.1.2 Applicability

This standard shall apply throughout Eskom Holdings SOC Limited, its divisions, subsidiaries, and entities wherein Eskom has a controlling interest and/or Eskom contractors unless specifically exempted by Risk and Sustainability, where the business transacted may be completely different to the core business of Eskom.

2.1.3 Effective Date

This document will be effective from the date of authorisation.

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2.2 Normative/Informative References

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

Note: The documents listed below are not an exhaustive list of Eskom policies, procedures, standards, work instructions, safe work procedures and method statements that are utilised when performing work.

2.2.1 Normative

- [1] Occupational Health and Safety Act 85 of 1993.
- [2] ISO 9001 Quality Management Systems.
- [3] ISO 45001 Occupational Health and Safety Management Systems – Requirements.
- [4] 32-37 Substance Abuse Procedure.
- [5] 32-95 Environmental, Occupational Health and Safety Incident Management Procedure.
- [6] 32-136 Contractor Health and Safety Requirements.
- [7] 32-345 Eskom Vehicle Safety Specification.
- [8] 32-407 Behavioural Safety Observations.
- [9] 32-418 Working at Heights Standard.
- [10] 32-477 Safety, Health and Environment Training and Development Procedure.
- [11] 32-520 Occupational Health and Safety Risk Assessment Procedure.
- [12] 32-524 Developing a SHE Specification.
- [13] 240-150642762 Plant Safety Regulations.
- [14] 32-726 SHE requirements for Eskom Commercial Process.
- [15] 32-727 Safety, Health, Environment and Quality Policy.
- [16] 240-114967625 Operating Regulations for High Voltage Systems.
- [17] 240-61523882 LV Operating Regulations
- [18] 32-1112 Disciplinary Code.
- [19] 32-1113 Disciplinary Procedure.
- [20] 240-44175132 Eskom Personal Protective Equipment Specification.
- [21] 240-62946386 Vehicle and Driver Safety Management Procedure.
- [22] 240-43848327 Right to Refuse Employees' Right of Refusal to Work in an Unsafe Situation Procedure.
- [23] 240-84733329 Medical Surveillance Procedure.
- [24] 240-100979499 Personal Protective Equipment for Working at Heights Specification.
- [25] 240-78692652 Standard for use and maintenance of Earthing Gear
- [26] 240-69125290 Standard for the use of Equipotential Earth Footplate or MAT
- [27] 240-146738795 Distribution High-voltage live working

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[28] 240-60725816 Transmission High-voltage live working

2.2.2 Informative

[29] National Road Traffic Act 93 of 1996.

[30] 240-58554227 Health and Safety Agreement

2.3 Definitions

2.3.1 Contractor: (Also referred to as mandatory as per section 1 of the OHS Act): Any employer formally contracted (directly or indirectly) by Eskom and who performs work and supplies a service, product, equipment or material to advance Eskom's business or other interests is classified as a contractor. This includes Eskom non-executive board members, personal contractors (that is, consultants) and third-party contractors (that is, vendors, suppliers, agents, joint ventures, principal contractors and subcontractors).

2.3.2 Equipotential zone: means a safe work area created to ensure that any two or more conducting parts that can be touched by a person simultaneously are bonded together by approved earthing leads to ensure a zone of equal potential between different parts of the working area.

2.3.3 Life-Saving Rule: Rules that, if not adhered to, have the potential to cause serious harm to people. The consequences of a person knowingly and wilfully violating this rule will result in a disciplinary process in accordance with the Eskom Disciplinary Code and Procedure.

2.3.4 Visitors: Any person (including a minor) who visits an Eskom site/office during working hours to attend a meeting or for any reason whatsoever.

2.3.5 Work at height: This means any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into. Work at height is, as a result, work in any place (except a staircase in a permanent workplace), including a place at, above or below ground level, where a person could be injured if he/she fell from that place. Access and egress that present a risk of fall can also be classified as work at height.

2.3.6 Zero Tolerance: The standard that provides for the imposition of severe consequences for a prescribed offence or behaviour without making exceptions for extenuating circumstances.

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2.4 Abbreviations

Abbreviation	Explanation
ISO	International Standard Organisation
OHS	Occupational Health and Safety
ORHVS	Operational Regulations for High Voltage Systems
PPE	Personal Protective Equipment
PSR	Plant Safety Regulations
PTW	Permit to Work
SHEQ	Safety, Health, Environment, and Quality
SOC	State-Owned Company

2.5 Roles and responsibilities

2.5.1 Risk and Sustainability OHS Department

The Risk and Sustainability OHS Department shall:

- Compile and review the Life-Saving Rules for Occupational Health and Safety;
- Develop awareness material;
- Ensure that the rules are communicated throughout the business;
- Ensure compliance is monitored; and
- Ensure that violations that are related to safety incidents are communicated to the organisation.

2.5.2 All Groups/Divisions

The management at Group/Divisional/Subsidiaries level shall be responsible for:

- Implementing the Eskom Life-Saving Rules in their Groups/Divisions/Subsidiaries/Clusters/Business Units.
- Communicating to all their employees, contractors, contractor employees and visitors the importance of compliance with the Eskom Life-Saving Rules and the consequences of non-compliance therewith. This includes communicating Life-Saving Rules to all new employees and new contractors.
- Ensuring that the awareness material is made available, distributed and displayed at all workplaces.
- Ensuring all employees sign confirmation that the rules have been discussed with them, that they understand the rules and the consequences of violating these rules and retain copies thereof.
- Investigating any violation of a Life-Saving Rule and initiate the disciplinary process within five (5) working days.

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- f) Ensuring consistency in the application of appropriate sanctions on employees, contractors and contractor employees.

2.5.3 All employees (Eskom and contractors)

- a) Always observe and adhere to the Life-Saving Rules.
- b) Ensure that you have the relevant training, competence and/or authorisation before undertaking any task.
- c) Avoid taking shortcuts when executing tasks. Always do the right thing even when no one is watching.
- d) Only perform work that you are authorised to do.
- e) Where the situation exists that there is a likelihood of a contravention of a Life-Saving Rule, you shall exercise the right to refuse to perform such work.

2.6 Process for monitoring

Groups/Divisions shall be responsible for ensuring compliance with the standard through their annual audit and inspection plans.

2.7 Related/Supporting documents

- [1] 240-62196227 - Life-Saving Rules – revision 6 (superseded).
- [2] 240–63942960 - Life-Saving Rule Acknowledgement Form Document Content.

3. Document content

Life-Saving Rules are safety rules that, if not adhered to, have the potential to cause serious harm to people. The consequences of a person knowingly and wilfully violating these rules will result in a disciplinary process in accordance with the Eskom Disciplinary Code and Procedure.

The objective of this Standard is to clarify Eskom's intention to enforce "ZERO TOLERANCE" with respect to behaviour resulting in serious risk to an individual at the workplace.

It must be noted that the content of this standard does not detract from the requirements for safe behaviour for all other work-related activities or other health and safety requirements, but rather emphasises the importance thereof.

3.1 Eskom Life-Saving Rules

3.1.1 RULE 1: OPEN, ISOLATE, TEST, EARTH AND CREATE AN EQUIPOTENTIAL ZONE BEFORE TOUCH

To ensure a safe electrical work environment, no person may work/operate on, around or near any electrical network, line or apparatus, electrically connected to the power system and/or electrically charged and/or not electrically charged unless:

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- a) He/she is trained and authorised as competent for the task to be done;
- b) There is a valid permit to work where required and they are being supervised by a competent person;
- c) A pre-task risk assessment to identify all risks and hazards has been conducted before any work commences;
- d) He/she follows the requirements on OPEN, ISOLATE, TEST, EARTH, AND CREATE AN EQUIPOTENTIAL ZONE BEFORE TOUCH, based on applicable/related standards, procedures and outcome of risk assessment fit for the type of work or task to be performed;
- e) The work area shall be within the equipotential zone, with the working earth visible at all times.
- f) The authorised person has physically shown all team members that the apparatus is safe to work on;
- g) He/she makes the specific electrical environment safe before performing the work; and
- h) All the appropriate PPE (including face shield and insulated gloves for ¹low voltage work) are worn.

Note: The equipotential zone is only applicable for work being done on medium and high voltage apparatus.

3.1.2 RULE 2: HOOK UP AT HEIGHT

Working at height is a significant part of work in Eskom Holdings and is regarded as a high-risk activity, as a result, all precautions must be taken to prevent incidents while working at height.

Wherever reasonably practicable, preference must be given to the performance of work at ground level as opposed to work in an elevated position. Where work in an elevated position is necessary, the requirements in this document and all other Eskom requirements pertaining to working from height shall apply.

No person may work at height where there is a risk of falling unless:

- a) A Fall Protection Plan has been developed by a trained fall protection plan developer and communicated to all employees working at height based on the scope of work/task;
- b) He/she is medically fit to work at height;
- c) He/she is trained in accordance with Eskom's requirements for working at height
- d) A pre-task-specific work at height risk assessment to identify all risks and hazards has been conducted and communicated to all participants before commencing any work of this nature;
- e) He/she appropriately conducts work as determined by the risk assessment;
- f) He/she is appropriately secured during ascending and descending where applicable; and
- g) He/she is using an Eskom-approved fall arrest system where applicable.

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3.1.3 RULE 3: BUCKLE UP

Where required, the proper wearing of seat belts for any driver, operator and passenger is mandatory in all vehicles/equipment when driving and/or travelling for Eskom business purposes. The driver is obligated to ensure that he/she as well as all passengers are properly seated and wearing their seatbelts at all times while being transported in the vehicle, as per Eskom specifications.

Note: This rule is applicable on any road or parking lot, irrespective of the speed, and when the vehicle moves in a forward or backward direction.

3.1.4 RULE 4: BE SOBER

No person who is under the influence or who appears to be under the influence of intoxicating liquor or drugs will be permitted to enter or remain on an Eskom site conduct Eskom business or drive/operate a vehicle/equipment for Eskom business purposes.

This includes any level of alcohol or the presence of any drugs, controlled substances, and/or illegal substances in the body that impairs or could impair mental and physical functioning, irrespective of when the substance was used.

3.1.5 RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

No person shall work without the required Permit to Work (PTW), which is governed by but not limited to:

- a) Plant Safety Regulations; or
- b) Operating Regulations for High Voltage Systems (ORHVS) (handover or permit); or
- c) Low Voltage Operating Regulations; or
- d) Any other activity where a permit is required, for example, driver and statutory permits.

No apparatus is to be returned to service without the cancellation of all permits on that plant in accordance with procedure, unless permission is granted for a particular plant to be returned to service with permits still open, like in the case of redundant systems.

NOTE: In the case of live work, a "Live Work Declaration Form" is to be completed by the authorised person, who is the person responsible for the safe execution of work according to relevant standards and procedures.

3.1.6 RULE 6: ENSURE SAFE LIVE WORKING

To ensure safe live work, each live worker shall:

- a) Ensure all live work basic principles are adhered to, as outlined (for the method being used) in the High Voltage Live Working Standard for the respective division.
- b) Observe and maintain the minimum approach distance (MAD).
- c) Only perform live work (never mix live and dead work on the same site at the same time – Refer to ORHVS Section 7 and 5 handouts respectively).

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- d) Perform tasks they are authorised for and only undertake tasks that are documented in the respective Task Manual (TM). Only work on one potential (voltage) at a time.

3.2 Consequences of Violating a Life-Saving Rule

In terms of general health and safety in Eskom, if any of the Life-Saving Rules are violated, it will be treated as serious misconduct, and result in a disciplinary process in accordance with the Eskom Disciplinary Code and Procedure.

It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules.

Depending on the circumstances, Eskom reserves the right, where a contractor manager/supervisor allows the violation of a Life-Saving Rule, to suspend the contractor's activities while determining an appropriate sanction.

Where a contractor employee allegedly violates a Life-Saving Rule, the contractor shall immediately remove the employee from the site and initiate the disciplinary process. The contractor shall investigate any violation of a Life-Saving Rule and initiate the disciplinary process within five (5) working days of the violation. The contractor shall furnish Eskom with a copy of the sanction after the disciplinary process.

4. Acceptance

This document has been seen and accepted by:

Name	Designation
Kerseri Pather	General Manager – Risk & Sustainability
Miranda Moahlodi	Senior Manager – Risk & Sustainability – OHS
Risk and Sustainability Management Committee	Members of the Risk and Sustainability Management Committee
Centralised Consultative Forum	Members of the Centralised Consultative Forum
HR Policies and Procedures Committee	Members of the Human Resources Policies and Procedures Committee
OHS Steering Committee	Members of the OHS Steering Committee

5. Revisions

Date	Rev.	Compiler	Remarks
February 2025	7	K Modiole	Document due for review and alignment to the organisational changes

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Date	Rev.	Compiler	Remarks
January 2017	6	A Stramrood	Substituted the words "Disciplinary hearing" with Disciplinary process. Updated the Purpose and Applicability to specify that this Standard applies to contractors. Updated Normative and Informative References. Updated Definition section by removing agent and consultant as these have been incorporated into the definition of contractor. Updated the definition of Work at height and Zero Tolerance. Reviewed and updated the Roles and Responsibilities section and Process for monitoring. Added permit requirement to Rule 1, updated Rule 2 - Removed the words "psychologically fit to work" as this is no longer a requirement in terms of the Construction Regulations, 2014 and updated Rule 3 – Removed the words "(for example transporting people on the back of trucks in a cabin)" Updated Consequences of violating a Life-Saving Rule with regard to contractors.
October 2015	5	A Stramrood	The revision date needed to be extended. The content is still valid and the same.
May 2012	4	S Govender	Amended Section 3.6 Consequences of Violating a Life-Saving Rule to align with EXCO decision.
March 2013	3	S Govender	Changed Cardinal Rules to Life-Saving Rules and amended content to ensure a better understanding of the intent and requirements.
September 2010	2	K Terblanche	The content of Rev 1 was incorporated into the new policy template. The content was revised and updated.
December 2008	1	K Terblanche	Annexure 1: Acknowledgement of Eskom Life-saving Rules of this document was removed. The references made to Annexure 1 in paragraphs 3.5.2 and 3.8 were also removed.
August 2008	0	K Terblanche	The document with reference numbers 32-421 was developed and approved.

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7. Acknowledgements

- None

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	Procedure	
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1. Introduction

This procedure guides the Eskom business in addressing the risks relating to frequent travelling on Eskom business, especially over long distances, and in enhancing the general standard of driver and vehicle safety, as well as learning from positive practices associated with safe driving.

2. Supporting clauses

2.1 Scope

This procedure describes the purpose, scope, sequence of activities, control points, and responsibilities required to perform a high-level managerial, administrative, and technical function regarding the management of driver and vehicle safety, including mobile equipment safety training and assessment across Eskom Holdings SOC Limited, including its subsidiaries.

2.1.1. Purpose

The purpose of this procedure is to standardise driver and vehicle safety requirements across Eskom and to ensure that effective driver and vehicle safety management programmes are implemented by the divisional/operating unit (OU)/business unit (BU) managers responsible for achieving safe driving practices, thereby preventing vehicle accidents and/or incidents.

2.1.2. Applicability

This procedure applies to all drivers and vehicles used when performing work for Eskom Holdings SOC Limited and its subsidiaries, including contractors and consultants (who are using Eskom-subsidised transport) and any person insured directly or indirectly by Eskom and driving a vehicle outside the borders of South Africa.

2.1.3. Effective date

This procedure will be effective from the date of authorisation.

2.2 Normative/informative references

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

2.2.1 Normative

- [1] ISO 9001: Quality Management Systems
- [2] K53 Systematic Procedure to Ensure Professionalism in Vehicle Handling and Preventive Maintenance in Terms of the National Road Traffic Act 93 of 1996
- [3] Compensation for Occupational Injuries and Diseases Act 130 of 1993
- [4] National Road Transport Act 93 of 2008
- [5] Occupational Health and Safety Act 85 of 1993
- [6] 32-345: Eskom Vehicle Safety Specifications
- [7] 32-477: Safety, Health, and Environmental Training and Development Procedure
- [8] 32-727: Safety, Health, Environment, and Quality (SHEQ) Policy

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- [9] 32-95: Environmental, Occupational Health, and Safety Incident Management Procedure
- [10] 32-1108: Car Schemes Procedure
- [11] 32-129: Managing Eskom Business Vehicle Scheme
- [12] 240-88365419: Eskom Driver Training Standard
- [13] 240-62582234: Occupational Health and Safety (OHS) Roles and Responsibilities and Statutory Appointments
- [14] 240-62196227: Life-Saving Rules Standard

2.2.2 Informative

- [15] 240-42363857: Insurance Motor Claims Procedure
- [16] 240-62989893: Driver Vehicle Accident Reporting Form
- [17] 240-62989991: Eskom Vehicle Driver Permit Process
- [18] 240-62990141: Driver Risk Profile Assessment
- [19] 240-84271382: Temporary Driver Permit Authorisation Letter
- [20] 240-115053509: Travelling Route Risk Assessment
- [21] 240-115172327: Eskom Driver Permit Template
- [22] 240-125521822: Eskom Pre-towing Inspection Checklist (for LDVs and Sedans)
- [23] 240-125522238: Eskom Pre-towing Risk Assessment
- [24] 240-125522494: Eskom Vehicle Inspection Checklist (Scheme/Private Vehicles Used for Business Trips)
- [25] 240-66796662: Acceptance of Responsibility Driver Pledge
- [26] 32-37: Substance Abuse Procedure
- [27] 32-136: Contractor Health and Safety Requirements
- [28] 240-84733329: Medical Surveillance Procedure
- [29] 32-1112: Disciplinary Code
- [30] 32-1113: Disciplinary Procedure for Bargaining Unit Employees
- [31] 240-HRBE00030T: Disciplinary Procedure for Managerial Employees
- [32] ISO 9001: Quality Management Systems – Requirements
- [33] SANS 1 0228: The Identification and Classification of Dangerous Goods
- [34] SANS 1 0232-1: Emergency Information System Part 1 – Road Transportation
- [35] SANS 1 0232-3: Emergency Information System Part 3 – Emergency Response Guide
- [36] SANS 1 0231: Operation Requirements for Road Vehicles
- [37] SANS 1 0230: Inspection Requirements for Road Vehicles
- [38] SANS 1 0229: Packaging of Dangerous Goods for Road and Rail Transportation in South Africa
- [39] SANS 1398: Road Tank Vehicles for Petroleum-Based Flammable Liquids
- [40] SANS 1518: Transport of Dangerous Goods – Design, Construction, Testing, Approval, and Maintenance of Road Vehicles and Portable Tanks
- [41] 240-84520108: Public Safety Management Standard
- [42] 240-43848327: Right to Refuse Procedure
- [43] Administrative Adjudication of Road Traffic Offences Act 46 of 1998 (AARTO)
- [44] 240-122002206: Directive for the Implementation of the National Treasury Instructions 03 and 04 of 2017/2018 on Cost Containment Measures

2.3 Definitions

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Definition	Explanation
Authorised service provider (driver instructor)	A person who is in possession of a Transport Education Training Authority (TETA) certificate that is registered under the Department of Education, Development, and Training and is issued with an education, training, development, and practices (ETDP) assessor certificate. The instructor must be in possession of a valid Member of the Executive Committee (MEC) of Transport certificate.
Banksman (reversing assistant)	The skilled person who directs the operation of a crane or larger vehicle from the point near where loads are attached and detached.
Competent driver	Any driver who has the necessary knowledge, skills, training, experience, and qualifications and who is specifically licensed for a particular class of vehicle and/or specialised vehicles/equipment to perform the required work safely.
Construction vehicle	A vehicle used as a means of conveyance for transporting persons or material or both persons and material on and off the construction site for the purposes of performing construction work.
Construction work	Any work in connection with: a) the construction, erection, alteration, renovation, repair, demolition, or dismantling of, or addition to, a building or any similar structure; or b) the construction, erection, maintenance, demolition, or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system, or the moving of earth, the clearing of land, or the making of an excavation, piling, or any similar civil engineering structure or type of work.
Contractor	Contractor (also referred to as a mandatory in accordance with section 1 of the OHS Act): for the purpose of this document, any employer formally contracted (directly or indirectly) by Eskom and who performs work and supplies a service, product, equipment, or material for the purposes of advancing Eskom's business or other interests is classified as a contractor. This includes Eskom Board members, personal contractors (in other words, consultants), and third-party contractors (in other words, vendors, suppliers, agents, joint ventures, principal contractors, and subcontractors).
Daytime running lamp	These are lights that are switched on during the daytime to ensure better visibility of vehicles on the road.
Dipped beam	Setting the headlamps of a vehicle to provide adequate forward and lateral illumination, with limits on light directed towards the eyes of other road users. "Low beam", "passing beam", or "meeting beam" has a similar meaning.
Distracted driving	The act that a driver performs while driving and engaging in other activities that take the driver's attention away from driving and divert his/her attention from the road.

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Definition	Explanation
Driver	Any person driving a vehicle on Eskom business, which vehicle is insured by Eskom or privately, regardless of whether the person is employed by Eskom or not. "Driver" includes drivers of subsidised transport responsible for the transport of Eskom employees, contractors, or consultants, subject to such transport being contractually insured by Eskom in some way or another.
Driver camera	A video event recorder that monitors driving behaviour, captures driving behaviour on a triggered event, and provides real-time driver feedback to management.
Driver training/awareness	• Training provided by an accredited service provider listed by, and in accordance with, the Eskom Academy of Learning (EAL) processes. • It also refers to internal structured interventions with the aim of positively changing the behaviour and informing Eskom drivers regarding their skills, experience, qualifications, and changes to legislation/policies.

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Definition	Explanation
Employee	A person appointed and remunerated by Eskom who performs duties. Any person who has entered into, or works under, a contract of service, apprenticeship, or learnership with an employer, whether the contract is explicit or implicit, oral or in writing, whether the remuneration is calculated by time or work done and is paid for in cash or in kind or tacitly (by tacit agreement), and includes a case where such a person is under the control, instruction, and supervision of his/her employer, namely, the following: a) A permanent (Eskom) employee, which includes the following: • A full-time employee • A part-time employee • A shift worker • A person referred to as a learner (section 18.1) or an apprentice in the Conditions of Service for Bargaining Unit Employees b) A non-permanent employee, which includes the following: • A person placed through a temporary employment service (TES) (includes a labour broker/personnel agency) • A temporary employee • A casual employee employed for the purpose of the employer's operating units • An occasional employee • A vacation student • Contractors (third-party contractors/principal consultants, contractors, appointed contractors, fixed-term contractors, service providers, and suppliers) • A person under a learnership contract (section 18.2) c) A bursary holder while under the supervision and/or direction of an employer Note 1: an employee only has one employer at any time. The employer is the person with whom he/she is in a contractual relationship of employment, even when he/she performs his/her contractual obligations for another person. Note 2: a pensioner is excluded because he/she is not regarded as an employee, as the employee-employer relationship no longer exists.
Employer	Any person who employs or provides work to a person and remunerates that person or who expressly or tacitly undertakes to remunerate him/her, excluding labour brokers (temporary employment service agents) as defined in the Labour Relations Act 66 of 1995 and in terms of the OHS Act.

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Definition	Explanation
Eskom driver permit	A written authorisation issued by the employer/responsible manager to an Eskom driver based on the recommendation of an authorised driver assessor or reissued by the manager/employer in accordance with the Driver Risk Profile Assessment Template (240-62990141), provided that the driver is certified as medically fit to drive a specific class of vehicle.
Eskom driver permit assessment	A standard driving skills assessment, conducted by an authorised driver assessor, to determine the competency level of a driver/operator by means of a practical test based on the K53 standard, supported by a copy of a medical fitness certificate.
Eskom-owned vehicles	Any vehicle purchased by Eskom Holdings SOC Limited or its subsidiaries, excluding any other vehicle the employee makes available for business purposes and that is insured by Eskom or privately.
Event	Any observable or extraordinary occurrence. An event could be the product of a chain of occurrences.
Flagman	A person who directs traffic through a construction site or other temporary traffic control zone past an area using signs or flags. The flagman is responsible for maintaining the safety and efficiency of traffic, as well as the safety of road workers, while allowing construction, accident recovery, or other tasks to proceed.
K53	Systematic procedure to ensure professionalism in vehicle handling and preventive maintenance.
Medical fitness certificate	A certificate issued in terms of medical surveillance and used for the control of Eskom employees, using the occupational risk exposure profile (OREP) form.
Reasonably practicable	Practicable in the context of this document, having regard to the: a) severity and scope of the hazard or risk to vehicle safety; b) state of knowledge reasonably available concerning the hazard or risk; c) state of knowledge reasonably available concerning any means of removing or mitigating that hazard or risk; d) availability and suitability of means to remove or mitigate that hazard or risk; and e) cost of removing or mitigating that hazard or risk in relation to the benefits derived from it.

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Definition	Explanation
Registered driver assessor (national/site driver assessor)	A competent person who is appointed as a driver assessor in Eskom to evaluate drivers and who is in possession of a provincial driver instructor's certificate that was issued by a provincial Member of the Executive Committee (MEC) of Transport. Eskom (EAL) will appoint national driver assessors and site driver assessors. - National assessors will attend training and be evaluated annually in line with the MEC process. - Site driver assessors only need to be evaluated once off in terms of the MEC requirements.
Responsible manager	A manager of a department, section, or operating/business unit who has been appointed as part of the Eskom delegation of authority process, with the aim of assisting the applicable 16(2)-assigned person in executing his/her duties in terms of the Occupational Health and Safety Act.
Specialist vehicle/equipment	A term referring to land vehicles that meet certain criteria. They must be intended for use primarily in locations other than the public road, they must be land vehicles, and they must be mostly used on the insured's property.
Signalman	A person who historically gave signals using flags and light. Signalmen usually work in rail transport networks, armed forces, or construction (to direct heavy equipment such as cranes).
Texting while driving	Also called texting and driving, this is the act of composing, sending, or reading text messages and email or making similar use of the Web or social media on a mobile phone while operating a motor vehicle.
Vehicle	Any vehicle propelled by petrol, diesel, or an electric energy source, used to perform work and/or to transport passengers for Eskom business. It includes towing vehicles, trailers, mobile equipment, and any other vehicle/specialised vehicle, whether it is leased, rented, or a car scheme vehicle (refer to the Eskom Car Scheme Procedure (32-1108)), or any vehicle the employee makes available for business purposes and that is insured by Eskom or privately. This also includes private and contractor vehicles used for Eskom business.
Vehicle monitoring device (VMD)	A device fitted to a vehicle to monitor the speed, distance travelled, location, and tracking of the vehicle.
Vehicle safety	The study and practice of design, construction, equipment, and regulation to minimise the occurrence and consequences of vehicle accidents.

2.4 Abbreviations

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Abbreviation	Explanation
AARTO	Administrative Adjudication of Road Traffic Offences Act 46 of 1998
ABS	Anti-lock braking system
A&F	Assurance and Forensic
BU	Business unit
EAL	Eskom Academy of Learning
ETDP	Education, training, development, and practices
LED	Light-emitting diode
ISO	International Organization for Standardization
LDV	Light Delivery Vehicle
MEC	Member of the Executive Committee
OHS	Occupational health and safety
OREP	Occupational risk exposure profile
OU	Operating unit
PRDP	Professional driver's permit
SANS	South African National Standards
SETA	Sector Education and Training Authority
SHEQ	Safety, health, environment, and quality
TES	Temporary employment service
TETA	Transport Education Training Authority
VMD	Vehicle monitoring device

2.5 Roles and responsibilities

In terms of section 16(2) of the Occupational Health and Safety (OHS) Act, the delegated employer, together with appointed responsible managers in accordance with the OHS Roles and Responsibilities and Statutory Requirements Standard (240-62582234), is responsible for ensuring compliance with this procedure within his/her designated area of responsibility.

2.6 Process for monitoring

Compliance with the requirements of this procedure must be audited as part of the compliance audits performed by the divisions/operating units/business units/clusters at least annually as part of an internal review process.

The amendments to the revised document must be implemented with immediate effect and may be audited after a period of six months from the date of authorisation in terms of the respective OU/BU/divisional audit schedules.

2.7 Related/supporting documents

This document supersedes Revision 6 of the Vehicle and Driver Safety Management Procedure (240-62946386).

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3. Driver and vehicle safety management procedure

3.1 General requirements

Eskom takes a ZERO TOLERANCE stance on at-risk behaviour relating to health and safety. Eskom will, therefore, view any lack of adherence to the following regarding, but not limited to, at-risk behaviour in a very serious light.

- 3.1.1. The employer must ensure that the requirements of this procedure are communicated and implemented with respect to all Eskom employees and any other person authorised to drive a vehicle for Eskom's business purposes. The procedure includes Eskom vehicles, privately owned vehicles used for business purposes or hired vehicles, Eskom scheme vehicles, or any vehicle the employee makes available for business purposes and that is insured directly or indirectly by Eskom. This is necessary to ensure legal compliance, to promote awareness of road safety, and to encourage specialised driver training, where applicable.
- 3.1.2. The requirements in this document relate to roadworthiness, vehicles being fitted with anti-lock brakes (ABS) and dual air bags (excluding specialised vehicles that cannot be fitted with such), the wearing of safety belts, and the prohibition against transporting any person on the back of a vehicle such as an LDV or a truck. They also apply to drivers of subsidised transport, contractors, and consultants executing their contract with Eskom or any vehicle used for Eskom business, including vehicles used for commuting purposes on a contractual basis.
- 3.1.3. Where required, the division may develop its own internal supporting documents to comply with this procedure.
- 3.1.4. The requirements specified in this procedure are mandatory, and if a conflict arises, this procedure takes precedence. All drivers and passengers must obey all vehicle safety requirements in terms of the National Road Traffic Act 93 of 1996, as amended, including other relevant provincial or local requirements.
- 3.1.5. The use of motorcycles for Eskom business is prohibited. In cases where this mode of transport is deemed to be the only option, divisional OHS Departments are to consider relevant risks and implement appropriate control measures.
- 3.1.6. Quad bikes may only be used for work-related duties and are only permitted if the user is declared competent by a pre-approved Eskom driver assessor.
- 3.1.7. Specialised golf carts used for maintenance and transporting employees on Eskom premises are only permitted if the user has a valid Code B driver's licence and is declared competent by the supplier.
- 3.1.8. Single-person upright wheelers are used for patrolling inside the Eskom premises and are only permitted if the user is trained and declared competent by the supplier.
- 3.1.9. Scheme vehicle owners can use pool vehicles (in this case, a 4x4 LDV) to access different construction work areas on site in line with the Eskom Car Scheme Procedure (32-1108)

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or be allowed as passengers in pool vehicles to access different construction work areas on site if their scheme vehicles are not appropriate vehicles for the relevant terrain. Prior written approval from the employee's responsible manager is required.

3.2 Employer's responsibilities

Eskom Holdings must take all reasonably practicable steps to prevent vehicle accidents and harm to any person, including members of the public, and damage to property. By virtue of his/her delegation of authority, the responsible manager or his/her delegates is/are responsible for driver and vehicle safety management.

To implement and comply with driver and vehicle safety and by virtue of delegation of authority, the employer may assign specific or general duties to any person under his/her control in terms of the OHS Act 85 of 1993 and in terms of the OHS Roles and Responsibilities and Statutory Appointments Standard (240-62582234).

The employer must do the following:

- 3.2.1. Introduce and maintain driver and vehicle safety awareness programmes in his/her area of responsibility.
- 3.2.2. Ensure that each driver is certified as medically fit.
- 3.2.3. Not permit an employee to drive a vehicle if the employee has been certified medically unfit to do so or if the medical certificate of fitness has expired.
- 3.2.4. Ensure that an employee driving a vehicle is informed to avoid any distractions, for example, using a cell phone, eating and/or drinking, personal grooming, lighting a cigarette or smoking, etc., as these have an impact on a driver's situational awareness while driving. The use of a cell phone hands-free kit or Bluetooth connection is only permissible in the case of (i) receiving a call and continuing with that call in the event that it is an emergency and/or (ii) making a call in the case of an emergency only.
- 3.2.5. Under no circumstances are employees allowed to attend MS Teams meetings, via their laptop or cell phone, while driving.
- 3.2.6. Ensure that every driver, when driving for Eskom's business, is in possession of a valid national driver's licence, as well as an Eskom driver permit, as specified in the Eskom Vehicle Driver Permit Guideline (240-62989991).
- 3.2.7. Where reasonably practicable, provide driver training to an Eskom employee in a vehicle similar to the vehicle used for Eskom business purposes. Work conditions must be taken into account when structuring the training requirements.
- 3.2.8. Based on a risk assessment conducted by the divisions, where a first-aid kit and/or fire extinguisher has been supplied, it is recommended that the appropriate Eskom guidelines be adhered to with respect to their purchase, and Eskom employees are to be provided with the appropriate accredited training.

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- 3.2.9. Ensure that all Eskom-owned vehicles or any other vehicles used for Eskom business are inspected and maintained in a roadworthy condition.
- 3.2.10. Ensure that the contractor, as an employer in his/her own right, makes certain that all vehicles used for Eskom business are inspected and maintained in a roadworthy condition.
- 3.2.11. Where reasonably practicable, monitor compliance with the roadworthiness of contractor vehicles, including vehicles used for commuting purposes on a contractual basis.
- 3.2.12. Ensure that contractor vehicles that have been retrofitted or modified with passenger seats are approved by the licensing authority.
- 3.2.13. Ensure the following before authorising an Eskom pool vehicle request:
- a) The driver is in possession of a valid Eskom driver permit for the type of vehicle being driven, as stipulated in the Eskom Vehicle Driver Permit Guideline (240-62989991).
 - b) The driver is in possession of a valid national driver's licence suitable for the type of vehicle being driven, including consideration of manual versus automatic transmission, which must be at least the following:
 - i) A Code B driver's licence for light vehicles.
 - ii) A professional driver's permit (PRDP):
 - for drivers transporting dangerous goods;
 - for drivers transporting passengers for payment; and
 - for drivers driving a passenger vehicle that seats 12 passengers or more.
 - iii) A Code C1 and Code C licence for a goods vehicle with a gross vehicle mass that exceeds 3 500 kg.
 - iv) Forklifts in the business must be driven by a licensed driver (a minimum of a Code B licence).
 - c) When a person is required to drive a vehicle that tows any unit with a gross vehicle mass above 750 kg, for example, trailers, generators, or caravans, for Eskom business, the driver must have the appropriate driver's licence.
 - d) Where the licence was obtained from other countries, such licence must be converted to a South African licence within five years of accepting permanent residency. Where the employee from the foreign country holds an international licence, only verification with the relevant embassy is required before the driver is allowed to drive on Eskom business.
- 3.2.14. Ensure that all Eskom-owned self-propelled vehicles are fitted with a VMD and that:
- a) the information from the VMD is monitored at least once per month and interpreted for management purposes;
 - b) the device is able to identify the driver for the trip;

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- c) the integrity of the VMD information is protected; and
- d) the system is connected and maintained in good working order at all times. If defective, the device must be repaired as soon as is reasonably practicable by the operating/business unit/site, but not later than 72 hours after the defect has been identified.

Depending on the decision of the employer (OU/BU responsible manager), any vehicle not used on public or national roads (such as forklifts or yellow plant) need not be fitted with a VMD. The employer must ensure that such a vehicle, which must be in a roadworthy condition in relation to its application, is not used on public or national roads at any time and/or that the vehicle will not be driven at a speed exceeding 30 km per hour.

3.2.15. Ensure that all Eskom-owned self-propelled vehicles are fitted with a driver camera and that:

- a) the information is monitored at least once a week from the driver camera website and interpreted for management purposes;
- b) the device is able to identify the driver for the trip;
- c) the integrity of the driver camera information is protected;
- d) the system is connected and maintained in good working order at all times. If defective, the device must be repaired as soon as is reasonably practicable by the operating/business unit, but not later than 24 hours after the defect has been identified; and
- e) consistent managing and coaching of Eskom employees are done and managed by the responsible manager/supervisor.

3.2.16. Ensure that all drivers and passengers wear safety belts while travelling in a vehicle. Vehicles not fitted with safety belts must be retrofitted according to the vehicle manufacturer and SANS specifications.

3.2.17. Ensure that all vehicles remain in a safe condition by checking the following:

- a) That each driver, prior to every trip, performs:
 - i) in the case of Eskom-owned vehicles, the prescribed pre-trip inspection and provides evidence of it by signing the pre-trip inspection sheet; and
 - ii) in the case of any other vehicle used for Eskom business purposes, a visual inspection of the validity of the vehicle licence, the condition of all tyres, indicators, lights, oil and water, or any aspect in relation to the roadworthiness of the particular vehicle.
- b) That, in the case of Eskom-owned vehicles, the fleet manager conducts a full vehicle inspection at least once a year to ensure that each vehicle remains in a safe condition.

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- c) That, in the case of vehicles that are used for Eskom business, the responsible manager ensures that annual vehicle inspections are conducted to ensure compliance with the Eskom Vehicle Safety Specification (32-345).
- 3.2.18. Ensure that no employee, including a contractor employee or any other person, when on an Eskom site and/or performing work for Eskom, is allowed to be transported on the back of vehicles such as LDVs and trucks. All retrofitted vehicles must have a letter of approval, available on site, from the licensing authority.
- 3.2.19. When purchasing an Eskom vehicle or renting a vehicle for Eskom business purposes, the vehicle must comply with the Eskom Vehicle Safety Specifications (32-345), provided that such vehicles are available from the manufacturer and supplier for a specific category of vehicles.
- 3.2.20. Where an Eskom-owned vehicle or external rental vehicle is not available, the use of private vehicles for Eskom business is only allowed if permission has been granted, in writing, by the employer. The employee's Eskom driver permit must still be valid.
- 3.2.21. Where an alternative vehicle is used instead of a scheme vehicle, in other words, a private vehicle or any vehicle the employee makes available for Eskom business purposes and that is insured by Eskom or privately, it is required that:
- a) such usage should be with the knowledge and written consent of the supervisor; and
 - b) such alternative vehicle must comply with the Eskom Vehicle Safety Specifications (32-345).
- 3.2.22. Investigate all work-related vehicle incidents, and take action as required in terms of the Eskom Procedure for Incident Management (32-95), as revised. Depending on the circumstances of the incident, this may involve preventing an employee from driving on Eskom business until the formal investigation has been concluded, root causes have been identified, and appropriate control measures have been implemented.
- 3.2.23. Ensure that all violations/infringements that occur while using an Eskom-owned or rental vehicle are investigated and necessary action from the recommendations is taken by the relevant line manager. Please ensure that feedback is provided to the relevant divisional fleet office, as required.
- 3.2.24. Conduct a driver risk assessment in accordance with the Driver Risk Profile Assessment (240-62990141) for every new Eskom employee within the first three months of his/her employment if he/she needs to drive a vehicle on Eskom business.
- 3.2.25. Conduct a driver risk assessment in accordance with the Driver Risk Profile Assessment (240-62990141) for existing drivers in the business every two years, or when the job/driver risk profile of the Eskom employee changes, or when the Eskom employee is involved in an incident due to negligence.
- 3.2.26. Ensure that any individual with a learner's licence is not permitted to operate an Eskom-owned or -insured vehicle for Eskom business purposes.

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- 3.2.27. Ensure that, in the case of possible exposure to diesel fumes from all diesel-driven machinery:
- a) a risk assessment is conducted; and
 - b) exposure to diesel fumes is controlled.
- 3.2.28. Ensure that drivers who drive long distances on the same working day and within the applicable defined working hours, where applicable, take a rest at a safe place at least every two hours or, alternatively, where it is safe, with other authorised drivers, or if that is not possible, it is recommended that the driver sleep overnight in accordance with the Directive for the Implementation of the National Treasury Instructions 03 and 04 of 2017/2018 on Cost Containment Measures (240-122002206).
- 3.2.29. Ensure that all drivers who drive in conditions of poor visibility during the day drive with their driving lights switched on in the dipped-beam (low-beam) position. This is to enhance visibility to other road users. Where Eskom-owned vehicles are fitted with daytime running lamps, it must be ensured that they are in good working order.
- 3.2.30. Ensure that no authorised driver may transport dangerous goods in a vehicle on a public road, unless such dangerous goods are transported and labelled in accordance with the National Road Traffic Act and the relevant SANS requirements (10228 and 10229).
- 3.2.31. Ensure that proper route risk assessments are conducted for each area of their responsibility (making use of the registered Travelling Route Risk Assessment Template (240-115053509)) and kept at a place to be used for planning purposes by everyone using these routes. It is recommended that the route risk assessments be discussed during monthly section safety meetings to determine whether the risks have changed in order to update the assessment. This will support journey planning and provide information to visitors visiting the area.

3.3 Driver assessment process

- 3.3.1 All driver assessors/instructors used in Eskom must be evaluated as required by the provincial MEC of Transport and must be in possession of a valid/current provincial instructor's certificate for the class of vehicles they are authorised to assess.
- 3.3.2 Eskom (EAL) will appoint national driver assessors/instructors and site driver assessors.
- 3.3.3 The Eskom national driver assessors and/or instructors are responsible for managing the training and assessment process of the site driver assessors/instructors in accordance with the driver standard and EAL processes.
- 3.3.4 The Eskom national driver assessors/instructors are required to be evaluated on a yearly basis in terms of the requirements as set out by the provincial MEC for Transport.
- 3.3.5 Site driver assessors are only required to be evaluated once off in terms of the requirements of the provincial MEC for Transport.

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- 3.3.6 Subsequent to the once-off evaluation in terms of the requirements as laid down by the provincial MEC for Transport, site driver assessors must undergo biannual internal assessments conducted by the Eskom national driver assessors/instructors and must be issued with an internal Eskom appointment letter to conduct internal assessments to ensure that they apply the correct and current methods during the driver competency assessments and that they are kept abreast of new developments regarding the assessment process.
- 3.3.7 The Eskom national driver assessors/instructors must utilise the Eskom Driver Training Standard (240-88365419) to determine the standard of assessment that needs to be conducted. Emphasis has to be placed on defensive driving techniques and K53 principles.
- 3.3.8 To ensure that the site driver assessor applies that on which he/she was trained, he/she must conduct at least five driver assessments per month, and such assessments must be documented in a logbook, which must be made available to the Eskom national driver assessors/instructors on request.
- 3.3.9 The national assessor has the right to reduce the number of assessments per month as dictated by the need of the area.
- 3.3.10 In the event that any driver assessor/instructor (national/site) is involved in a vehicle accident where he/she is the driver of the vehicle involved, he/she is required to undergo re-evaluation by an approved external driver assessor/organisation.
- 3.3.11 The Eskom Academy of Learning must keep an updated register of all national and site driver assessors/instructors, which must be made available on request. Such register must be updated annually.

3.4 Driver permit process

- 3.4.1 In addition to having the appropriate national driver's licence for the type of vehicle being used for Eskom business, Eskom also requires all those driving on Eskom business to be issued with, and in possession of, an Eskom driver permit specifically detailing which vehicles they have been authorised to use while driving on Eskom business.
- 3.4.2 The Eskom Vehicle Driver Permit Guideline (240-62989991) addresses the driver permit process, the driver risk profile assessment, the driver permit template, and the temporary driver permit template.
- 3.4.3 Before any driver competency assessment, a driver risk profile assessment must be conducted in accordance with the Driver Risk Profile Assessment (240-62990141). All new Eskom employees who drive on Eskom business must undergo the Eskom driver permit process prior to driving on Eskom business. Existing/New drivers must undergo a driver risk profile assessment every two years.
- 3.4.4 As an interim measure prior to obtaining a permit, the responsible manager may issue a Temporary Driver Permit Authorisation Letter (240-84271382) in accordance with this procedure for a period of no longer than three months to all drivers who have just obtained

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their driver's licences from the relevant traffic authority and who need to use a vehicle insured by Eskom or privately or a rented vehicle in the scope of their employment in order to authorise them to use an Eskom vehicle.

- a) Prior to issuing such a letter, the responsible manager must ensure that such a driver has a valid national driver's licence reflecting the code for the vehicle to be used for Eskom business and will be able to drive such a vehicle by conducting a job observation while driving in accordance with his/her national driver's licence. If the responsible manager does not have the appropriate licence code, he/she can make use of a driver with at least the same licence code to perform the observation.
- b) During this period, the prospective driver must acquire the necessary skills to conform to the Eskom driving permit requirements.
- c) If the prospective driver is involved in an accident during the three-month period, the driver permit must be revoked immediately (unless the driver is found not to have been responsible for that particular accident). No further driving may be allowed under the temporary permit.
- d) The current risk profile process should be used to determine the driver risk category, which then determines the type of assessment the driver needs to undergo.

3.4.5 A vehicle similar to that used by a driver to perform his/her duties must be made available to the driver assessor/instructor by the operating/business unit when driver assessment is conducted (including consideration with respect to vehicles with manual versus automatic transmission). The driver must be assessed under the same conditions as those under which driving normally takes place.

3.4.6 In the case of a lost permit, it is the responsibility of the driver to provide all necessary supporting documentation for the reinstatement of the permit and to ensure that the correct documents are made available. Unavailability of the necessary documentation will require the process having to be restarted from scratch.

3.4.7 After the initial training, assessment, and issuing of a driver permit, the permit will remain valid for the duration of the driver's employment period with Eskom and while driving the same category of vehicle. Where the responsible manager identifies a risk, he/she can request additional training/assessment.

3.4.8 If any existing driver is involved in a vehicle accident due to driver negligence or is indicated to be a high-risk driver, his/her current permit must be revoked. Where the driver was not at fault, the responsible manager must evaluate the severity of the accident or the condition of the driver to determine whether he/she can proceed with driving for business. Such a driver must be re-evaluated by an internal or external authorised driver assessor. Only after the necessary mitigating steps have been taken may the responsible manager re-authorise the driver according to the Driver Risk Profile Assessment (240-62990141).

3.4.9 A driver must be evaluated for the different categories of vehicles expected to be driven for Eskom business purposes. The Eskom driver permit must clearly state the different categories for which authorisation has been granted.

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- 3.4.10 Employees whose designation is that of a chauffeur or professional driver, as defined in the National Road Transport Act, or who transport people or dangerous goods must be assessed or reassessed by an authorised driver assessor as required by the Act.

3.5 Driver's responsibility

- 3.5.1 Every driver must exercise due care and diligence by assessing and avoiding risks when driving.
- 3.5.2 As soon as any unsafe condition or deterioration in his/her medical condition comes to any driver's attention, it must be reported to his/her manager/employer or health and safety representative as soon as possible.
- 3.5.3 The driver must undergo the medical test as determined in the Eskom Vehicle Driver Permit Guideline (240-62989991) referred to in this procedure.
- 3.5.4 The onus is on the driver to disclose to the employer/supervisor the use of any medication or other substance, or any medical condition due to illness (temporary or permanent), or any situation of emotional stress that could negatively affect his/her driving ability.
- 3.5.5 The driver must ensure that no employees are transported on the back of vehicles such as LDVs and trucks. This also applies to contractors and contractor employees while performing work for Eskom. All retrofitted vehicles must have a letter of approval, available on site, from the licensing authority.
- 3.5.6 The driver must ensure that all canopies are properly fitted and secured and that all loose tools and objects in vehicles are properly secured.
- 3.5.7 When driving any vehicle, on Eskom business, that is insured by Eskom or privately or is either rented or leased by Eskom, drivers must carry their Eskom driver permit in addition to their national driver's licence at all times.
- 3.5.8 The driver will only be permitted to drive the class of vehicle (including special limitations) specified on the Eskom driver permit.
- 3.5.9 The driver must keep the manager/employer informed of any changes to, or endorsements on, his/her national driver's licence. The driver must be evaluated for all classes of vehicle that he/she will drive.
- 3.5.10 All vehicle accidents must be reported within 24 hours to the police station and reported within the same shift or within a reasonable time after the incident to the supervisor, to the Safety Department within the respective operating/business unit, as well as to the applicable Fleet Management office. See the Driver's Vehicle Accident Reporting Form (240-62989893) for important information to be recorded at the time of an accident.
- 3.5.11 For the sake of personal safety, drivers are discouraged from stopping unnecessarily in high-risk areas and from driving in the yellow line.
- 3.5.12 A defective VMD must be reported to the supervisor/responsible manager immediately.
- 3.5.13 A defect on any vehicle must be reported to the supervisor/responsible manager immediately.

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- 3.5.14 In the case of possible exposure to diesel fumes from all diesel-driven machinery, it is required:
- a) that the driver does not park in an environment close to, or in close proximity to, the air intake of the building air conditioner; and
 - b) in a case where the vehicle is being serviced in a closed environment, that local extraction pipes are used to take the fumes away from employees.
- 3.5.15 Drivers need to conduct proper route risk assessments to ensure that the safest route is taken. They need to report unsafe routes to their Safety Department.
- 3.5.16 Drivers must comply with Eskom's Life-Saving Rules relating to "Buckle up" and "Be sober".
- 3.5.17 The onus is on the driver of the vehicle to ensure that his/her national driver's licence is renewed within the specified time.
- 3.5.18 The driver of a vehicle is responsible for the safety of the vehicle and every passenger, and he/she should be aware of other road users while using the vehicle.
- 3.5.19 The driver must adhere to the National Road Traffic Act while on Eskom business by complying with all road signs, driving responsibly, and adhering to the speed limit.
- 3.5.20 The use of a cellular phone (receiving and making calls or for texting in any form) is prohibited in accordance with South African legislation.
- 3.5.21 Drivers must avoid any distractions, for example, using a cell phone, eating and/or drinking, personal grooming, lighting a cigarette or smoking, etc., as these have an impact on a driver's situational awareness while driving. The use of a cell phone hands-free kit or Bluetooth connection is only permissible in the case of (i) receiving a call and continuing with that call in the event that it is an emergency and/or (ii) making a call in the case of an emergency only. This excludes the handsets of radios that are permanently installed in a vehicle, broadcasting in the frequency range of 2 MHz to 500 MHz, which may be hand-held for communication pertaining to network management and network purposes while driving.
- 3.5.22 Under no circumstances are employees allowed to attend MS Teams meetings, via their laptop or cell phone, while driving.
- 3.5.23 All drivers, including contractors and contractor employees, when performing work for Eskom, must ensure that they and their passengers are seated and wear safety belts at all times.
- 3.5.24 Drivers must ensure that any vehicle is parked in such a way that it is not a hazard to other road users.
- 3.5.25 All drivers must adapt their driving to the driving conditions prevailing at the time of the journey.
- 3.5.26 If any driver does not adhere to the rules for the identified risk areas/at-risk behaviour, this will result in a disciplinary process, and if it is found that a breach of the rules occurred, it could result in a severe penalty (including, but not limited to, dismissal).

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3.5.27 All drivers must avoid being drawn into, or getting involved in, road rage incidents.

3.5.28 When travelling to another country, the driver must make sure that he/she complies with the national driving laws of that particular country.

3.5.29 No Eskom-owned or Eskom-rented vehicle may be used without prior authorisation in writing by the responsible manager.

3.6 Responsibility of passengers

3.6.1 Passengers must not use alcohol and/or illegal substances when travelling in a vehicle made available for Eskom business.

3.6.2 Passengers must wear safety belts at all times while the vehicle is in motion.

3.6.3 Passengers shall not interfere with the duties of the driver and tamper with the controls of the vehicle or endanger other passengers' safety in the vehicle.

3.6.4 Passengers must refuse to be transported in any manner contrary to the provisions of this procedure and the related Fleet Management specification documents as listed under "Normative".

3.6.5 Passengers shall not smoke in a vehicle made available for Eskom business purposes (including rented vehicles and buses).

3.6.6 Passengers must avoid being drawn into, or getting involved in, road rage incidents.

3.7 Requirements with regard to unauthorised use of vehicles

3.7.1 No employee driving an Eskom-owned (or Eskom-rented) vehicle may give any other employee or person (including his/her family members or a hitchhiker) a lift, except in the case of employees who are passengers travelling in connection with their work. For the purposes of the stated benefits, this includes persons who drive scheme vehicles on business trips or any vehicle the employee makes available for business purposes and that is insured by Eskom or privately.

3.7.2 No unauthorised person may be allowed to drive an Eskom-owned (or -rented) vehicle.

3.8 Private use of Eskom vehicle

3.8.1 The use of Eskom vehicles is not permitted, unless approval for private use is granted, in writing, by the employer, for example, in the event that the employee's scheme vehicle or any vehicle the employee makes available for business purposes and that is insured directly or indirectly by Eskom is being repaired or serviced in terms of Eskom's policies.

3.8.2 In extreme cases of medical emergencies, Eskom-owned or Eskom-rented vehicles may be used without permission. The relevant supervisor must be notified of this and must acknowledge such usage as soon as is reasonably practicable. The oral approval must be followed by written approval from the relevant supervisor. This does not apply to scheme vehicles, hired vehicles, or any vehicle the employee makes available for business purposes and that is insured by Eskom or privately.

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3.9 Use and operation of construction vehicles and use of pool vehicles on construction sites

The use and operation of any construction vehicle must meet the following requirements:

- 3.9.1 Ensure that competency training certificates for the specific vehicles are available for audit purposes.
- 3.9.2 Ensure that the training requirements are addressed in accordance with the Safety, Health, and Environmental Training and Development Procedure (32-477).
- 3.9.3 All construction vehicle operators, flagmen, banksmen, signalmen, or pointsmen must wear LED-illuminated reflector vests at identified high-risk sites and construction projects. All flagmen, banksmen, signalmen, or pointsmen at identified high-risk sites and construction projects must be positioned with warning flashing lights and warning signs in such a way that they are visible to the operators at all times.
- 3.9.4 Drivers or operators and construction vehicles at identified high-risk sites and construction projects must have a permit system for operating in that particular area.
- 3.9.5 No vehicle will be allowed on a construction site if the vehicle is not declared to be a construction vehicle and fitted with all the necessary construction-related devices such as an amber light, a reverse hooter, etc. in accordance with the Construction Regulations. If vehicles are not correctly equipped for the construction site, parking outside the construction area must be provided. This will prevent vehicles that are not declared to be construction vehicles from entering the construction area/site.
- 3.9.6 All employee and contractor construction vehicles or mobile plant travelling, working, or operating on public roads must comply with the requirements of the National Road Traffic Act.
- 3.9.7 Scheme vehicle owners can use pool vehicles (in this case a 4x4 LDV) to access different construction work areas on site in line with the Eskom Car Scheme Procedure (32-1108) or be allowed as passengers in pool vehicles to access different construction work areas on site if their scheme vehicles are not appropriate vehicles for the relevant terrain. Prior written approval from the employee's line manager is required.

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4. Revisions

Date	Rev.	Compiler	Remarks
September 1998	0	-	A new standard with reference number ESKASAAW4 was developed and published.
October 2000	0	-	The contents of ESKASAAW4 and ESKADABI6 were incorporated, in alignment with the new Eskom document criteria, with the following changes: the document was redefined as a procedure; a new reference number, 32-93, was allocated; and 32-93 was formatted accordingly.
November 2005	0	-	The contents of ESKASAAW4 and ESKADABI6 were incorporated, in alignment with the new Eskom document criteria, with the following changes: the document was redefined as a procedure; and 32-93 was formatted accordingly.
August 2007	1	SN Middel	Review due to other requirements.
May 2009	2	SN Middel	Review due to alignment with other policies, giving clarity on safety features on all vehicles, and enhancing driver awareness.
October 2013	3	TJ Mabeleng	Revise titles and align with governance structures.
May 2015	4	OC Swanepoel	Review due to alignment with driver training process of BPP, clarification of driver responsibility, and adding misconduct process.

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Date	Rev.	Compiler	Remarks
February 2017	5	OC Swanepoel	Add the use of a pool vehicle by scheme vehicle owners on construction sites to sections 3.2 and 3.8. Make minor changes to adhere to legislation and risk assessment on cell phone usage.
January 2018	6	OC Swanepoel	Add definition of driver distraction and text. Add more detail to 3.2.4, 3.2.20, and 3.2.21 on driver distraction.
September 2023	7	Mike Townsend	In line with document review date.

5. Development team

The following people were involved in the development of this document:

- National Driver and Vehicle Safety Workgroup
- Ockert Swanepoel – OHS, Sustainability Systems
- Mary Tshabalala – Shared Services (Fleet)
- Freddy Matotoka – Transmission Division
- Richard van Zyl – Group Capital

6. Acknowledgements

The contributions to this document by the following people are much appreciated:

- Sivendri Govender – Middle Manager OHS, Risk and Sustainability
- Peter Smith – Senior Advisor OHS, Risk and Sustainability
- Hannes Botha – Middle Manager, Occupational Hygiene, Risk and Sustainability
- Jayson Naicker – Middle Manager, TSG, Risk and Sustainability
- Amy Seherie – Senior Advisor OHS, Risk and Sustainability

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