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Part 3: Scope of Work

Document reference	Title
C3.1	*Employer*'s Works Information

C3.1: Employer's works Information

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1.1 Interpretation and terminology

1.1.1 Definitions

Definition	Explanation
Agent	(OHS Act) means any person who acts as a representative for a client
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: the land, water, and atmosphere of the earth; micro-organisms and plant and animal life; and 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 aspect	Element of an organisation's activities or products or services that can interact with the environment
Environmental Impact	Any change to the environment, whether adverse or beneficial, wholly or partially resulting from an organisation's environmental aspects
Environmental Management Plan	A detailed plan of action is 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 to eliminate the risk
GEMBA Walk	is a practice where managers and leaders go to the actual place of work to observe processes first hand, engage with employees, identify opportunities for improvement, and understand challenges and workflows
Hazard	(OHS Act) means a source of, or exposure to, danger
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
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
Method statement	(OHS Act) means a written document detailing the key activities to be performed to reduce, as reasonably as practicable, the hazards identified in any risk assessment
Near miss	A near miss is an 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. This includes the reporting of hazards or unsafe conditions.
Pre-job brief or meetings	(34-227) means a meeting that is held before the commencement of the day's work and that is attended by all the relevant employees associated with the work task
Project Manager/ Leader	(32-136) means the person who has the responsibility for the successful planning and execution of a project. The Project Manager must satisfy the

Definition	Explanation
	certification requirements set by the South African Council for the Project and Construction Management Professions. Note: The Project Manager is the duly authorised Eskom representative who acts on Eskom's behalf as the administering officer for the contract
Risk assessment	(OHS Act) means a programme to determine any risk associated with any hazard at a Construction Site to identify the steps needed to be taken to remove, reduce, or control such hazard.
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
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

1.1.2 Abbreviations

The following abbreviations are used in this Works Information:

Abbreviation	**Meaning given to the abbreviation**
BBBEE	Broad-Based Black Economic Empowerment
BCEA	Basic Conditions of Employment Act
BSO	Behavioural Safety Observations
BU	Business Unit
COC	Certificate of Compliance
COID	Compensation for Occupational Injuries and Diseases
CPA	Cost Price Adjustment
CSD	Central Supplier Database
CV	Curriculum Vitae
EMS	Environmental Management System
ENV	Environmental
FSS	Financial Self Service
GEN	General
GG	Government Gazette
GN	Government Notice
GR	Goods Received
ID	Identity Document
KPI	Key Performance Indicator
LRA	Labour Relations Act
LTI	Lost Time Injury
MAJ	Majuba
MPS	Majuba Power Station
NEC	New Engineering Contract
OHS	Occupational Health and Safety

Abbreviation	**Meaning given to the abbreviation**
OHSA	Occupational Health and Safety Act
OPS	Operating
PDF	Portable Document Format
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
PPE	Personal Protective Equipment
PSR	Plant Safety Regulations
PTW	Permit to Work
QC	Quality Control
QCP	Quality Check Plan
QS	Quantity Surveying
RA	Risk and Assurance
RSA	Republic of South Africa
SA	South Africa
SABS	South African Bureau of Standards
SAP	Systems, Applications, and Products
SAPS	South African Police Service
SAPS AFIS	South African Police Service Automated Fingerprint Identification System
SARS	South African Revenue Service
SD&L	Supplier Development & Localisation
SE	Service Entry
SETA	Sector Education and Training Authority
SHE	Safety, Health and Environmental
SHEQ	Safety, Health, Environmental and Quality
SOC	State-Owned Company
STD	Standard
UIF	Unemployment Insurance Fund
VAT	Value Added Tax

Description of the *works*

1.2 Executive overview

Provision of catering services daily for employees and visitors at Majuba Power Station Canteen for a period of five years.

Key areas:

1.1.1 Food to be prepared at Majuba Power Station site kitchen as per set menu

1.1.2 Food to be cooked according to specifications
1.1.3 Food to be served at Majuba Power Station dining hall and different venues as specified on special meal requisition forms
1.1.4 Food to be preserved and stored in accordance to food safety standards and procedures
1.1.5 Food Safety and Hygiene to be observed
1.1.6 Licensing of the Catering Management System (E-Mocca)
1.1.7 Supply and delivery of prepared meals for emergency preparedness.

1.3 Employer's objectives and purpose of the works

1.3.1 General Objectives

1.3.1.1 Meals will be provided 7 days a week as per the Working Hours and Service Schedule provided.

1.3.1.2 Contractor to be a suitably, qualified, experienced and well-established supplier with the capacity to give an excellent service to Majuba Power Station employees and visitors.

1.3.1.3 Employer will provide Contractor with a fully equipped kitchen and building which will be utilised for food storage, preparation, all equipment, crockery, cutlery and food commodities.

1.3.1.4 Contractor will work together with Employer catering employees to meet Eskom's objective to satisfy clients and customers.

1.3.1.5 Canteen Management remains Employers responsibility with the assistance of the contractor's Site supervisor.

1.3.1.6 Contractor to work hand in hand with other service providers to ensure seamless flow of catering services

1.3.1.7 Contractor will ensure the highest possible safety and hygiene standards by adhering to Employer's food safety standards and regulations

1.3.1.8 Keeping strict controls of all assets and food material

1.3.1.9 Contractor is responsible for cleaning all catering equipment used during the preparation of meals whilst the cleaning contractor will be responsible for overall cleaning of the catering establishment and serving utensils

1.3.1.10 Contractor will work with Employer in management of all special catering functions from inception to conclusion

1.3.1.11 Contractor to ensure meal serving times are adhered to and avoid delays which can affect production

1.3.2 Working hours

1.3.2.1 Catering team will be a total of 11 people divided into 2 Shifts viz A & B:

1.3.2.2 All shifts are on site every Monday till Thursday.

1.3.2.3 Shifts take alternating resting weekends from Friday until Sunday.

1.3.2.4 Operating hours are 365 days including weekends and public holidays.

1.3.2.5 *10 waiters will be requested on when or if required basis.*

Note: Attendance registers to be signed daily and monitored by contractor Site Supervisor and Eskom Catering Officer.

Normal Shift Hours (2 Shifts) Shift A 06:30 – 16:45 Shift B 07:30 – 16:45 Friday – Sunday 07:30 – 12:30	Shift workers get 3 consecutive rest days in every 11-day cycle. There might be requests to work different working hours, however this is limited to and on request only. Working hours will not exceed 8hrs per day
Public Holidays & Weekends Working hours: 07:30-12:30	Shift allowance makes provision for these hours

1.3.3 Supply of Materials, Consumables, Tools and other Equipment

1.3.3.1 The *Contractor*'s storeman is responsible for issuing food materials, including receiving, inspecting, assisting with off-loading and properly storing all items.

1.3.3.2 The *Employer* supplies all required materials and any other equipment and tools necessary to complete the work

1.3.3.3 The Contractor ensures that all storerooms are kept clean and the FIFO principle is applied

1.3.3.4 It remains the responsibility of Contractor to provide catering personnel with PPE and / or uniform

1.3.3.5 Strict adherence to quality standards is required from Contractor from receiving to serving

2 Quality standards

2.1 Delivery of food materials

2.1.1 Contractor to ensure vehicles used for the transportation are clean, free from any odours, easy to clean and weatherproof.

2.1.2 Delivery must be with an enclosed vehicle for dry groceries

2.1.3 Delivery must be with a refrigerated vehicle for meat and frozen foods

2.1.4 Delivery must be with a cooled unit for fresh fruit and vegetables.

2.1.5 The cooled unit shall be adequate to maintain Fresh Fruit and Vegetables at the required temperature.

2.1.6 Contractor ensures that no food material will be loaded on an open and uncooled vehicle

2.1.7 Fresh Fruit and Vegetables are Perishable Foods, therefore all steps in the production process, including packaging, storage and delivery, shall be performed with no unnecessary delay and under conditions that preclude the possibility of contamination, deterioration, or development of pathogenic and spoilage micro-organisms.

2.1.8 Fresh Fruit and Vegetables which do not meet minimum standard of human consumption will be sent back.

2.1.9 Delivery date and expiry date on the package must be visible (where applicable)

2.1.10 Deliveries will be accepted between Monday and Thursday not later than 15h00

2.1.11 Deliveries on Fridays will be accepted before 11h00

2.1.12 Contractor to check stock at delivery and submit signed delivery note to Employer

Note: Employer will raise a purchase order to the supplier with the required items and quantities.

2.2 SERVING SCHEDULE

Monday-Thursday 11:30 – 13:30 17:30 – 18:00	**Friday** 11:00 – 12:00	**Saturday, Sunday, Public Holidays** 11:00 – 12:00
Appr 500 people per day	Appr 65 people per day	Appr 65 people per day
Meal of the day for Eskom Employees is mainly served in the Canteen and on special request in other areas such as training rooms and boardrooms as per the times requested		

2.3 DELIVERY

2.3.1 Key Performance Indicators

KPI's	**Scoring criteria: 1- compliant, 0 -non-compliant**				
	Dates	Dates			
Transportation (Vehicle Temperatures > 10 °c)					
Delivery on Time & In Full OTIF					
Visible Expiry Date where applicable					
Packaging					

Score of 0 on any KPI will raise an early warning.

2.4 Adhoc Emergency Preparedness Meals

2.4.1 EP meals will be requested on an if and when needed basis

2.4.2 Lead time for EP meals is 3 hours

2.4.3 EP meals will be prepacked & wrapped in disposable D53 fomo packs with cutlery and serviettes included

2.4.4 Contractor to deliver EP meals at Majuba Power Station

2.4.5 A task order or email from Contract manager will be raised as means of requesting EP meals

2.4.6 Employer agent will give details for receiving

2.4.7 Meal Specification

Breakfast			White Meat Lunch		Red Meat Lunch	
Description	**Nr. Events**	**Qty**	**Description**	**Qty**	**Description**	**Qty**
Assorted 2 Slice Sandwiches	15	65	Starch 150g	30	Starch 150g	35
Scones/Muffins	15	65	Chicken/Fish 250g	30	Beef/Mutton 250g	35
	15	65	Salad 100g	30	Salad 100g	35
	15	65	Vege 100g	30	Vege 100g	35
Fresh Fruit in Season	15	65	Fresh Fruit in Season	30	Fresh Fruit in Season	35
LiquiFruit Juice Can 300-330ml	15	65	Coldrinks 300-330ml	30	Coldrinks 300-330ml	35
Delivery 50km	15	1	Delivery 50km	15	Delivery 50km	15

3 Management and start up.

3.1 Management meetings

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

Title or purpose	Approximate time or interval	Location	Attendance by:
Kick-off meeting	Within two weeks of contract start	Majuba Power Station	*Employer's,* and *Contractor's* and Site Supervisor
Overall contract progress and feedback	Monthly (Frequency can increase due to risks identified)	Majuba Power Station or MS Teams	*Employer's* and *Contractor's* and Site Supervisor
Risk registers and compensation events	Monthly	Majuba Power Station or MS Teams (To be announced)	*Employer's,* and *Contractor's* and Site Supervisor
Majuba BU and *Contractor's* Safety meeting	Monthly	Majuba Power Station, Nkanyiso boardroom, Auditorium or MS Teams (To be announced)	*Employer's* and *Contractor's* Project/Contract and Site Supervisor and *Contractor's* Safety Officer
Quality and NCR/ Defect meeting	As and when required	Majuba Power Station or MS Teams (To be announced)	*Employer's* and *Contractor's* Project/Contract and Site Supervisor and/ or *Contractor's* Safety Officer and/or Quality Officer

Title or purpose	Approximate time or interval	Location	Attendance by:
Ad hoc work stoppage	As and when required	Majuba Power Station, Auditorium, or conference room TBA, MS Teams (To be announced)	*Employer's* and *Contractor's* Project/Contract and Site Supervisor and/ or *Contractor's* and SHEQ representatives, as well as all *Contractor* Personnel
Assessment meetings	As stated in the Data by *Employer*.	Majuba Power Station, Projects Boardroom and on-site, MS Teams (To be announced)	*Employers'* and *Contractor's* Project/Contract and Site Managers

3.1.1 Meetings of a specialist nature may be convened as specified elsewhere in this Works Information, or if not specified, then as and when required and attended by relevant persons at times and locations to suit the Parties, the nature and the progress of the works.

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

3.1.3 The *Contractor* arranges and holds all necessary meetings with his employees, including daily toolbox talks, pre-job and post-job briefings, health and safety and risk assessment meetings, etc.

3.2 Documentation control

3.2.1 General

3.2.1.1 The NEC ECC contract terms and conditions, the signed contract document (agreement) and all referenced documents are the only documents which detail the obligations of the *Employer* and *Contractor*.

3.2.1.2 The *Contractor* submits all documentation to the *Project Manager,* and the *Project Manager* to the *Contractor's* Project/Contract Manager.

3.2.1.3 Electronic contract communication is restricted to electronic mail (email) only using the official/business email address/es and stating the shortened contract title (or Acronym) and relevant subject of the email in the subject line.

3.2.1.4 All communication documents are to adhere to the ECC 3 communication requirements.

3.2.1.5 For contractual issues, standard NEC templates and forms are used by both parties, or if unavailable, the *Employer's* templates and forms are used, e.g., Non-Conformance Reports, Pre-commissioning checks or Assessment Certificates. Alternatively, the *Contractor* prepares appropriate documentation to meet the *Employer's* requirements.

3.2.1.6 Documents to be submitted after the Contract Award

The *Contractor* submits the following documents within one week after the Contract award date, and/or before the commencement of work, for acceptance by the *Contract Manager*:

a. The contract site organogram indicating names and positions, and CV's with certified qualifications and work experience for all key personnel and skilled workers are submitted within three weeks of the start date. Key personnel include:

- 1 x Site Supervisor/Representative (permanently on site)
- 2 x Senior Chefs (per shift)
- 1 x Storeman (Quality assurance personnel)
- 5 x Chefs
- 2 x Waiters

b. Quality control plan

c. Competence certificates and appointment letters for SHE Rep, Fire Warden, Evacuation Warden and First Aider)

d. Project safety file

3.2.2 Documentation Submissions at Contract Completion

3.2.2.1 Safety plan and entry permits

a. The Contractor submits the up-to-date site safety plan, which includes:

- Exit medical certificates for all staff who were issued an entry permit
- Access permits for all staff who entered the site with a permit

b. Relevant payments may be withheld by the *Contract Manager* until the data pack is submitted by the *Contractor.*

4 Health and safety risk management

4.1.1 General

4.1.1.1 The Contractor complies with all relevant Eskom health and safety policies and procedures, with emphasis on the health and safety requirements contained in the Majuba Safety, Health & Environmental Specification (RA/RM/STD/01).

4.1.1.2 The Contractor performs all work according to OHSAS 18001.

4.1.1.3 The Contractor complies with the following:

a. Eskom SHEQ Policy, 32-727.

b. SHE Requirements for Eskom Commercial Process, 32-726.

c. SHE Organisation, 240-28463367

d. Food and Safety Management Procedure ,59-660879596

e. Meat Safety Act, 2000 (Act No. 40 of 2000)

f. Regulations Governing General Hygiene Requirements for Food Premises and The Transport of Food and Related Matters (Regulation 638)

g. Safety, Health and Environmental Specifications for Contractors, 240-30008949

h. OHS Act 85 of 1993.

i. Disaster Management Act 57 of 2002.

j. Eskom Contractor Health and Safety requirements standards, 32-136

k. Employees' Right of Refusal to Work in an Unsafe Situation Procedure, 240-43848327

4.1.1.4 The Contractor's Safety Plan must be prepared and submitted to the Employer's Safety Risk Officer for auditing and acceptance, as per the accepted programme and before any work can commence. The Contractor's Safety Officer liaises directly with the Employer's Safety Risk Officers regarding the Safety Plan, and it is the Contractor's responsibility to arrange the appointments with the Majuba Safety Risk Officers. The Safety Plan (one or more files) is the Employer's requirement and remains the Project Manager's property and is always available on site for inspection and handed over to the Project Manager upon completion. The Contractor's Safety Plan file/s are kept neat, clean and up to date and audited monthly for the duration of the contract

4.1.1.5 All the Contractor's staff attend Safety Induction, presented by the MPS Risk Management Department.

4.1.1.6 Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be valid at all times and included in the Safety Plan and resubmitted to the Project Manager upon the start of the contract and when renewed. These documents are also to be submitted to the Eskom vendor database by the Contractor before they expire. The payment of invoices may be delayed if the Contractor does not adhere to the requirement.

4.1.1.7 The Contractor provides a monthly safety statistic report (man-hours worked) to the Project Manager on the first working day of each month for the duration of the contract. This report must indicate the Contractor's actual man-hours worked on Site as summed from the daily diaries and attendance registers and is not a generic extrapolation of the daily working hours multiplied by the number of people.

4.1.1.8 The Contractor ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.

4.1.1.9 The Contractor ensures that cleaning of work areas and disposal of any scrap and waste materials generated are done continuously during the entire works.

4.1.1.10 MPS is a national key point and therefore industrial action/strikes are not permitted. Strikes are to be managed by the Contractor at his/her own cost. The Contractor takes all necessary measures to prevent such action during the period of the contract..

4.1.1.11 The Contractor shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book before working on the plant.

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4.2 Eskom Life-Saving Rules

The *Contractor* Complies with the Eskom Life-Saving rules as per the Eskom Life Saving Rules Directive, 240- 62196227.

4.2.1 There are 5 identified Life Saving rules:

a. Rule 1: Open, Isolate, Test, Earth, Bond, And/Or Insulate

b. Before Touch (That Is, Any Plant Operating Above 1 000 V)

c. Rule 2: Hook Up At Heights

d. Rule 3: Buckle Up

e. Rule 4: Be Sober

f. Rule 5: Ensure That You Have A Permit to Work

4.2.1.1 The *Employer* takes a "ZERO TOLERANCE" approach towards Safety. The violation of any safety rule while performing work for or on behalf of the *Employer* may result in the *Project Manager* terminating the *Contractor's* obligation to perform work in terms of the contract with the *Employer***.**

4.2.2 Reporting of Incidents

4.2.2.1 The *Employer* follows an incident prevention policy; refer to 32-95, Environmental, Occupational Health and Safety Incident Management Procedure, which includes the investigation of all

incidents involving personnel and property. This is done to introduce control measures to prevent a recurrence of the same incident. The *Contractor* is expected to cooperate fully to achieve this objective.

4.2.2.2 The Project Manager or Supervisor must be informed immediately of any incident before the end of the shift.

4.2.2.3 NOTE: The reporting of the incident to the Project Manager does not relieve the Contractor of his legal obligation to report incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

4.2.2.4 Reporting of OHS near-miss incidents allows the business to be aware and learn from those events which could have resulted in injury or damage. In most cases, near-miss incidents are caused by substandard acts and conditions.

4.2.2.5 The Contractor is encouraged to report any near-miss to the Employer.

4.2.2.6 When a near-miss incident is reported, no consequence shall be taken against the person who is involved in that near-miss incident, unless there was a transgression of a Life-saving Rule.

4.2.2.7 Work Stoppages

4.2.2.8 The Employer takes safety seriously and therefore lessons learned from other safety lost time incidents (when they take place) are shared with the whole workforce. These stoppages are compulsory, and the Contractor will not be allowed to claim additional compensation for these stoppages.

4.2.2.9 For a Lost Time Injury (LTI), the Contractor shall submit to the Project Manager a preliminary investigation presentation within three (3) hours after the incident.

4.2.2.10 The preliminary investigation presentation shall be presented by the Contractor to the Majuba Management Team at 07H15 (Weekends included).

4.2.2.11 The detailed investigation report shall follow as soon as possible.

4.2.2.12 In addition, the Contractor shall present to the whole of Majuba at a work stoppage that will be arranged by the Employer within three working days. The presentation template will be provided by the Employer.

4.2.2.13 If the Contractor experiences an LTI, the Contractor is expected to prepare a preliminary investigation report within 24 hours after the incident.

4.2.2.14 The Contractor presents the preliminary investigation presentation to the Majuba Management Team at 07H15 the day after the incident (Weekends included).

4.2.2.15 The Contractor is expected to present it at a work stoppage that is arranged by the Employer within two working days. The presentation template is provided by the Project Manager.

4.2.2.16 The Contractor will attend meetings to perform the full investigation as scheduled by the Employer to enable the full investigation report to be completed within 10 calendar days after the incident.

4.2.2.17 Emergency Preparedness Drills

4.2.2.18 The Employer will conduct emergency preparedness drills as part of its legal and operational safety obligations, which align with the Major Hazard Installation Regulations, 2022. These drills are designed to test and improve the response capabilities of all personnel on site, including those employed by the Contractor.

4.2.2.19 Participation in these drills is compulsory for the Contractor and all their employees.

4.2.2.20 The timing and duration of such drills will not be communicated in advance and may vary depending on operational requirements.

4.2.2.21 The Contractor shall make adequate provision for participation in these drills within their safety planning and daily operations.

4.2.2.22 No additional costs or claims will be entertained by the Employer for time lost or resources used during these drills.

4.2.2.23 The Contractor is responsible for ensuring that their personnel are familiar with the site's emergency procedures and are adequately trained to respond during such drills

4.3 Personal Protective Equipment

4.3.1 The *Contractor* is responsible for the provision of adequate and correct personal protective equipment (PPE) for the *Contractor's* staff during the entire works. The following minimum personal protective equipment is required before work resumes**:**

PPE (Minimum of 3x per person)	Bi-annually	Qty
Chef Pants (Chefs)	2	3
Chef jacket	2	3
Full bib apron	2	3
Safety boots (non-slippery)	2	1
Socks	2	3
Chef Cotton hat	2	3
Hearing protection (All staff)	2	3
Dust Mask (All staff)	2	3
Thermal Suit	1	1
Hard hats with chin strips (All staff)	1	1

4.4 Vehicle Standard minimum specifications

4.4.1.1 All drivers, passengers and pedestrians must obey the vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.

4.4.1.2 With effect from 31 May 2006, no Eskom employee or *Contractor* is allowed to transport passengers on the back of light delivery vehicles (LDVs). It is a legal requirement for the Contractor to provide safe transportation for their employees.

4.4.1.3 *Contractor* vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.

4.5 Use of Employer Vehicle by Contractor

4.5.1 Contractor is expected to have 3 employees amongst the team with a valid national driver's license. The 3 employees will be assessed by a certified driver evaluator and issued with a permit which allows use of an Eskom vehicle.

4.5.2 Use of Employer's vehicle will be granted to designated drivers specially for use of Catering Services for Majuba Power Station

4.5.3 Drivers might be required to drive on special occasions outside Majuba Power Station for deliveries for sporting events, special events and adhoc collections.

4.3.4 *Contractor* drivers are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345

4.6 *Contractor* Management of Key Performance Indicators (KPI's)

4.6.1 The Contractor complies with the following requirements as part of their KPI's

a. Maintain the Health and Safety file and compliance with the health and safety plan.

b. Always maintain good housekeeping.

c. Implement and monitor a near-miss programme.

d. Comply with BSO, Visible Felt Leadership and Planned Job Observation programmes.

e. Zero Fatalities.

f. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.

g. Complete all incident investigations within 10 calendar days of the occurrence of an incident.

h. Close audit findings as per the recommended time frames.

i. Close Non-conformance as per the recommended time frames.

4.6.2 Contract completion and sign off

On completion of the project, the Eskom team (led by the *Project Manager*) involved in the project, together with the *Contractor,* conducts the final audit/inspections to identify the gaps before the *Contractor* leaves the site or completes the project. Before the final invoice is paid/processed, the *Project Manager* shall ensure that the following requirements are met:

a. Close all incidents and audit findings.

b. Contractor shall submit safety statistics and a safety file to the Majuba BU Safety department for closeout and filing.

c. Completion of a closeout report to close the contractual work.

Once the above issues have been addressed, the *Contract Manager* shall verify and sign off before releasing the final payment.

4.6.3 OHS 37(2) Agreement

5 The function of the 37(2) Agreement is primarily to indemnify Eskom from any acts or omissions by its *Contractors* and its employees in contravention of the OHS Act.

6 This means that *Contractor* is deemed to be an employer, their employees are not deemed to be employees of Eskom, and the *Contractor* acknowledges that it is solely responsible for its employees, its appointed contractors, agents and the like, while performing work for or on behalf of Eskom.

7 The *Contractor* provides a signed 37(2) agreement, which is signed by the site contract custodian and the *Contractor* representative **16(1)/2** appointee**.**

7.1.1 Compulsory SHEQ Session on Mondays

7.1.1.1 The *Contractor* conducts a 30-minute work stoppage to discuss the SHEQ presentation that is sent to the Contractor at the beginning of every shift.

7.1.1.2 The session is aimed at creating an awareness about the importance of SHEQ compliance in the workplace and to reinforce the fact that safety is a collection of deliberate actions taken on a consistent and ongoing basis.

7.1.1.3 Herewith below arrangements for the sessions:

a. **Every Monday, 30 minutes** will be allocated to a Safety session.

b. **Morning shift 07:30 – 08:00**

c. All employees and contractors are required to resume their shift by discussing the weekly SHEQ presentation.

7.1.1.4 It is important that everyone participate in the discussions to ensure that we reinforce our total commitment to Zero harm.

7.1.1.5 Line and *Contractor* managers are requested to submit the signed attendance registers to MajubaSafetyFile@eskom.co.za every Monday by 15:00. The *Contractor* copies the *Project Manager* and *Project Supervisor* in the email.

7.1.1.6 The submission tracking dashboard will be shared every Tuesday at the Production meeting.

7.1.2 Behavioural Safety Observations (BSO) and GEMBA Plant Walk

7.1.2.1 All *Contractor* Managers / Supervisors shall conduct weekly BSO to be able to:

a. recognise and encourage positive behaviour.

b. immediately address and correct unsafe behaviours and conditions.

c. Provide a two-way communication channel to discuss health and safety achievements and concerns with employees, contractors, and visitors.

7.1.2.2 The intent of Behavioural Safety Observations (BSO) is for management to be visible in the workplace, and to have a discussion with each observed employee, contractor, or visitor (Ref 32-407).

7.1.2.3 BSO applied correctly will provide management with a clear picture of the behavioural risk profile in their areas. BSO week runs from Monday to Sunday. Leave, Training, and Offsite reporting must be captured on the BSO App. The link to the app is as follows; alternatively, the QR code can be scanned.

https://forms.office.com/r/K0ivMc2v6B



7.1.2.4 In addition to BSO, *Contractor* site managers are required to take part in the weekly Gemba walk scheduled for Fridays at 9:00 am.

7.1.2.5 Immediately after completing the walk, all the teams are requested to submit their reports via the Generation GEMBA APP. Please use the link below for submission:

https://tinyurl.com/2s48dvdh

7.1.2.6 The Contractor requests new application links when the listed links are no longer available from the Employer.

7.2 Environmental constraints and management

7.2.1 Majuba Power Station is ISO 14001:2015 certified. The *Contractor* is required to ensure that all works are carried out as per the ISO 14001 standard and must comply with all policies and procedures, including the following:

7.2.2 Eskom Waste Management Procedure, 32-245

7.2.3 Majuba Waste Management Procedure, ENV/GEN/WI/12.

7.2.4 Safety, Health & Environmental Specification for Contractors, RA/RM/STD/01.

7.2.5 Emergency Preparedness and Response, 39-29.

7.2.6 Eskom Smoking Policy, 32-1126.

7.2.7 The *Contractor* will be responsible for complying with any new environmental requirements, relevant to the Works Information that may come into effect as part of Majuba Power Station's EMS during the duration of this contract.

7.2.8 To protect Eskom's environmental interests whenever a product or service is provided by a *Contractor*, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the central and provincial governments.

7.2.9 The *Contractor* also accepts all responsibilities, accountabilities and liabilities associated with such legal requirements, unless specifically excluded from a contract by a mutually acceptable written agreement.

7.2.10 Although all environmental legislation must be adhered to, the following list of acts can be used as a guideline:

7.2.11 Atmospheric Pollution Prevention Act no 45 of 1965

7.2.12 Environmental Conservation Act No 13 of 1989

7.2.13 Hazardous Substances Act No 15 of 1973

7.2.14 Regulations contained in GN R 1179, GG No 16596 of August 1995

7.2.15 The Water Act, No 54 of 1956 (WA)

7.2.16 Health Act No 63 of 1977

7.2.17 Minerals Act No 50 of 1991

7.2.18 National Roads Act No 54 of 1971

7.2.19 It is essential to ensure that those documents are read and understood to ensure environmental compliance.

7.3 Quality assurance requirements

7.3.1 Quality Control

7.3.1.1 The *Contractor* performs all work according to ISO 9001. The *Contractor* complies with Eskom's quality requirements as specified in Standard 240-105658000 (previously QM58), Supplier Contract Quality Requirements Specification and all relevant quality requirements, including those listed in section **Error! Reference source not found.** - Plant and Materials Standards and Workmanship.

7.3.1.2 The Contractor ensures that a coordinated and formally documented management system is in place for the assurance of quality as specified in ISO 9001, Quality Management Systems Requirements.

7.3.1.3 When work is being done, the Contractor always has a dedicated Quality Controller on site.

7.3.2 Quality Control Plans

7.3.2.1 The *Contractor* develops QCPs for all activities to be performed during the *works*.

7.3.2.2 All quality control documentation must be submitted to the *Project Manager, Employer's* Representative/ *Employer's* Agent within 1 week after contract award, but before the access date.

7.3.2.3 These QCPs are reviewed and accepted by the *Employer* before any activity to which they apply commences. The *Employer* requires approximately one week for reviewing and approving QCPs.

7.3.2.4 The *Employer* and the *Contractor* will do the QC according to the QCP documents supplied by the *Contractor* and approved by the *Employer*

7.4 *Contractor*'s management, supervision, and key people

7.4.1 All other appointed staff are competent to provide the service required.

7.4.2 The *Contractor* provides an organogram of his employees and their lines of authority/communication.

7.5 Invoicing and payment

7.5.1 The *Contractor* prepares and submits his assessment of work completed to the Employer on or before the assessment day. The *Contractor*, *Employer*, quantity surveyor, engineer and quality controller/s visually inspect the works to verify the actual progress. The *Project Manager* decides on the actual progress achieved that can be invoiced.

7.5.2 A payment or assessment certificate is supplied with the service entry (SE) and goods receipt (GR) number/s to the *Contractor*, which is signed by both the *Employer* and the *Contractor*.

7.5.3 Within one week of receiving a payment or assessment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment or assessment certificate.

7.5.4 The *Contractor* addresses the tax invoice to Eskom Holdings SOC Ltd. and includes on each invoice the following information:

a. Name and address of the Contractor and the Project Manager.

b. The contract number and title.

c. Contractor's VAT registration number;

d. The Employer's VAT registration number 4740101508;

e. Description of service provided for each item invoiced based on the Price List.

f. The total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required)

7.5.5 The *Contractor* attaches the detailed payment or assessment certificate of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

7.5.6 The invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za

7.5.7 To facilitate payment, the *Contractor* must ensure the following:

a. Ensure that the Eskom order number is indicated on your invoice, together with the line number on the order you are billing for.

b. All Electronic invoices must be sent in PDF format only.

c. Each PDF file contains one invoice, one debit note, or one credit note only, as Eskom's SAP System does not support more than one PDF being linked into the workflow at a time.

d. Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)

e. For Foreign invoices, suppliers are still required to physically deliver hard copies of original documents to the respective documentation management centres, even though you have emailed those invoices

f. A PDF file that was created directly from a system meets the definition of the original document and is allowed (including saving documents from Excel to PDF, Word to PDF, etc.)

g. An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition, but a copy.

h. The following wording needs to appear on the invoice: "Your invoice is encrypted to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

i. If there is a Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues with the CPA, the rest of the invoice can be paid while resolving the CPA issues.

j. The *Contractor* does not require a goods receipt (GR) number to submit any invoices. When the GR number is received, the *Contractor* can send the GR number to the FSS contact centre at FSS@eskom.co.za or 011 800 5060.

k. All queries and follow-ups on invoice payments are made by contacting the FSS Contact Centre: Tel: 011 800 5060.

7.5.8 Payment is made within 60, 30 or 14 days (depending on the payment terms of the contract) after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Fridays only.

7.5.9 If CPA is applicable, the *Project Manager* and the *Contractor* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and *Project Manager* must confirm the escalation with the Financial Department before it can be implemented.

7.5.10 It is important that the value stated on the Invoice must be the same as the value stated on the order. If the Invoice value is different from the Order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, they be rectified with the Buyer BEFORE it is submitted for payment.

7.5.11 The following documents are returnable every year and should be submitted to the Eskom Vendor Management department at VendorMDM@eskom.co.za. Failure to comply with the requirements may lead to the vendor number with Eskom Holdings SOC Limited being blocked, which will cause delays in invoice processing and payments:

a. BBBEE certificate

b. Letter of good standing with the Department of Labour (COID)

c. SARS tax-compliant letter/certificate

d. National Treasury Central Supplier Database (CSD) certificate

7.6 Contract change management

7.6.1 Any item that affects the prices or has the potential to do so is immediately communicated to the *Project Manager* via an early warning and/or followed by a claim for compensation event with a quotation.

7.6.2 After consideration, approval may be given by the *Project Manager,* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event, nor do quotes have to be accepted unchanged, since the *Project Manager* performs an evaluation and approves justifiable costs only.

7.6.3 All invoices or documentary proof, calculations, etc., are submitted to the Project Manager for assessment purposes.

8 Procurement

8.1 People

8.1.1 Minimum requirements of people employed on the Site

SUPERVISOR		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Matric + 3-year ND Diploma in food and beverage management /Culinary or related qualification NQF level 6 • Experience: 3 years culinary or related working experience. Valid driver's license code B	• Knowledge of the industrial cooking equipment • Computer literate • Planning and organising skills • Applicable legislation knowledge • Communication • Stock control • Advanced cooking methods • Staff supervision • Mass catering skills (food preparation methodology) • Safety and hygiene practices	• Perform supervisory activities • Co-ordinate and control assets and stock • Perform administration activities like capturing staff leave, control of time sheets • Plan menus • Perform control activities • Perform any other legitimate activities as required • Mass catering skills (food preparation methodology) • Conduct regular customer surveys to ensure a high-quality service
SENIOR CHEFS (2)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Matric + 3-year Diploma or 2-year certificate in culinary chef or related qualification NQF level 5 • Experience: 2 years culinary or related working experience.	• Knowledge of the industrial cooking equipment • Communication • Stock control • Advanced cooking methods • Mass catering skills (food preparation methodology)	• Prepare food according to the menu and recipes • Perform on job training to cooks • Perform control activities • Perform any other legitimate activities as required • Portions control • Review menus on regular basis to ensure cost effectiveness and varieties • Perform safety and hygiene practices
CHEFS (5)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES

• Matric or equivalent NCV level 4 • Experience: 6 Months culinary working experience	• Knowledge of the industrial cooking equipment • Communication skills Customer Service	• Prepare food according to the menu and recipes • Serving meals as per set standards • Collect crockery and cutlery after all functions • Perform safety and hygiene practices

STOREMAN (1)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• QUALIFICATION – Matric NCV level 4 + Computer Knowledge + Microsoft Packages • Experience: 1 year store keeping/management would be an advantage ▪ Stacking and storing certificate • Valid code B national drivers' licence	• Knowledge of food Hygiene • Computer Literate • Communication • Stock Management • Quality Control	• Daily Canteen issues • Receiving stock • Quality Control • Stock Taking and keeping • Stock Requisition/ordering • Stock consumption • Storeroom, Deep freezer and fridge control • Issue and control of crockery, cutlery and linen • Driving to fetch or deliver stock • Adhere to FIFO practice • Check vehicle for road worthiness • Collect goods from different areas as per requirements and needs of the department • Perform any legitimate activities as required • Perform safety and hygiene practices

ASSISTANT FOOD HANDLERS / WAITERS (2)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Grade 12 or NCV level 4	• Communication skills	• Crockery and cutlery set-up as per requirements • Serving meals as per set standards • Collect crockery and cutlery after all functions • Adhere to safety and hygiene practices

AD-HOC WAITERS (10)		
MINIMUM REQUIREMENTS	SKILLS AND COMPETENCIES	KEY RESPONSIBILITIES
• Grade 12 or NCV level 4	• Communication skills	• Crockery and cutlery set-up as per requirements • Serving meals as per set standards

		• Collect crockery and cutlery after all functions • Adhere to safety and hygiene practices

8.1.2 Supplier Development, Localisation and Industrialisation (SDL&I) Requirements

8.1.2.1 Recruitment of General, Semi-Skilled, and Skilled Labour

a. The *Contractor's* Permanent Core Team, including general, semi-skilled, and skilled labour, is only allowed on Site, based on the Organogram provided to the Project Manager to establish the numbers before this team comes to Site. The *Contractor* provides proof of permanent employment, before contract placement, with the *Contractor* or Subcontractor to the *Project Manager* for all Core Team staff members.

8.1.2.1.1 The Contractor recruits all additional recruits, as a minimum of general labour, semi-skilled labour and where possible, skilled labour from Dr Pixley Ka Seme local municipality, using the recruitment process prescribed below:

- Job Advertisements are submitted to the Stakeholder office for verification.
- The Contractor places containers/boxes, clearly marked with the advertisement, in each of the local municipal offices:
  - Wakkerstroom
  - Volksrust
  - Daggakraal
  - Perdekop
  - Amersfoort
- The closing date for application submissions is set to be at least five days after the placement of containers or boxes. The contractor specifies in the advertisement that proof of residence must be included with the application.
- The Contractor collects the containers/boxes with applications from the local municipal offices after the closing date and delivers them to the site to a location where the CVs will be verified.
- The Employer arranges for Members of the Recruitment Sub-Committee to verify CVs collected (by the Employer) to ensure that applicants are indeed from the local areas.
- The Recruitment Sub-Committee supplies a verified list to the *Project Manager* as well as to the *Contractor* with all the verified CVs, which is collected by the *Contractor*
- The *Contractor* shortlists and interviews only verified applicants. A list of successful candidates accompanies the team for verification during site induction. The *Contractor*, as proof that the verification process was followed, keeps shortlisted CVs.
- If new recruits could not be found after two rounds of advertising, the Stakeholder Forum has to provide approval to recruit from a wider area.

- In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the *Contractor* needs to provide proof that the local municipality could not provide such individuals, i.e. proof of the above process being followed without placement of suitable candidates.
- The *Contractor* may not work outside of the above process.
- The *Contractor* is encouraged to use the 70/30% team composition principle (70% locals and 30% core team). These candidates must be representative of the population demographics of the Mpumalanga province.

8.1.2.2 Supplier Development, Localisation and Initiatives Plan and Reporting

a. In addition to recruiting all new recruits as per the process described in the section **Error! Reference source not found.**, **Error! Reference source not found.** above, the *Contractor* complies with the SDL&I requirements as set out in the SDL&I report (part of tender returnable).

8.1.2.2.1 To comply with the SDL&I requirements, the Contractor is required to;

- Provide a high-level SDL&I implementation plan/schedule, which stretches for the duration of the contract within one month after the contract starting date. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.
- As part of the plan, the Contractor submits a Human Resource Plan indicating the number of new jobs that would be created and the number of new jobs that would be retained due to this project.
- The Contractor provides an explanation and action plan for deviation from the proposed plan, if and when applicable.
- The candidates for skills development are sourced firstly from within the Dr Pixley Ka Seme area, then Gert Sibande District, then Mpumalanga Province, before the rest of the RSA is considered.
- The candidates are either developed directly by the Contractor, through the Contractor's supply network or the SETA-accredited training providers.
- Candidates are either currently unemployed graduates from FET (Further Education and Training) colleges, universities or matriculants. These candidates must also be representative of the population demographics of the Mpumalanga Province.
- The Contractor updates the Project Manager as well as the Department of Labour if there is a change in the staff complement, e.g. dismissal, resignation, etc.
- The Contractor submits on a quarterly basis a report to the Project Manager per the SD&L Data Collection Template on their compliance with the SDL&I obligations.
- The Project Manager reviews the SDL&I report submitted by the Contractor within 30 (thirty) days of receipt of the reports and notifies the Contractor in writing if their SDL&I obligations have not been met.
- Upon notification by the Project Manager that the Contractor did not meet their SDL&I obligations, the Contractor will be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

8.1.2.3 Job Opportunities

a. The Contractor complies with the committed job opportunities created and/or retained due to the contract as committed in the SDL&I undertaking, which forms part of the tender returnable and will be added to the table below before contract award.

Number of Jobs to be created	Number of Jobs to be retained

8.1.2.4 Training

a. The Contractor to cover the costs associated with the training, as committed in the SDL&I undertaking, which forms part of the tender returnable and will be added to the table below before contract award.

8.1.2.5 SDL&I Penalty

a. The *Employer* will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

8.1.2.5.1 For the duration of the contract, the Employer will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations at the end of the contract.

8.2 Plant and Materials

8.2.1 Plant & Materials provided "free issue" by the *Employer*

8.2.1.1 Water
8.2.1.2 Electricity
8.2.1.3 Storages
8.2.1.4 Equipment
8.2.1.5 Crockery
8.2.1.6 Cutlery
8.2.1.7 Delivery vehicle
8.2.1.8 Foodstuff
8.2.1.9 Fully equipped Kitchen
8.2.1.10 Ablution Facilities

8.2.2 Property affected by the service

8.2.2.1 Canteen Building which includes dining hall, preparation area, storages and ablutions for males and ladies.
8.2.2.2 Lapa
8.2.2.3 All boardrooms

8.3 Supplied by the Contractor

a. PPE

b. The C*ontractor* will be responsible for the safeguarding, care, and security of all material whilst in the *Contractor's* custody and control.

c. Contractor has the responsibility to provide home – work - home transport for employees

8.3.1 Health and safety facilities on Site

9 Minor first aid requirements are provided by the *Contractor.* Should these prove to be inadequate, for example, in the event of a major injury, the *Employer's* Medical Centre and facilities are available for use. Emergency services can be reached by dialling 9222 or 3777 from any site phone. Alternatively, one of the following numbers can be dialled:

- Medical Centre 017 799 2138
- Fire and rescue 017 799 3192
- Electrical Operating Desk (EOD) 017 799 3803 (all hours).

10 The *Employer* is entitled, however, to recover the costs incurred in respect thereof from the *Contractor*.

11 The *Employer's* Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.