Part 3: Scope of Work

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| **Document reference** | **Title** | **No of pages** |
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| C3.1 | *Employer*’s Service Information |  |
| C3.2 | *Contractor*’s Service Information  (insert at award stage or delete if not applicable) |  |
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C3.1: Employer’s service Information

# Description of the *service*

## Executive overview

The scope of work for this service entails the supply, transportation, erection and dismantling of scaffolding and insulation material for fossil fired power stations on an as and when required basis. It provides the requirements for base crew and other resources. This service will be provided in all areas within each Power Station except in the boiler plant area as defined in “Technical Scope of Work for the Supply, Transportation, Erection and Dismantling of Scaffolding and Insulation Material for Fossil Fired Power Stations, Unique Identifier: 474-13396”

The Employer’s objectives for this contract include security of supply, economies of scale, competitive pricing, encouraging a long-term commercial relationship with the Contractor based on mutual trust, commitment to common goals and an understanding of each Party’s expectations and values.

## *Employer*’s requirements for the *service*

Refer to Annexure A for the detailed scope of work

## Interpretation and terminology

The following terms shall apply

* Base crew: A complement of the Contractor’s personnel based on site for the duration of at least one year and detailed in the Site Addendum.
* Outage: A planned or unplanned shutdown project related to one or more of the Employer’s Power Station units.
* Regular site maintenance and repair work: Work that does not form part of an outage scope of service. This could include opportunity maintenance performed while a unit is on outage.
* Addenda: This is referred to as the Power Station (Site) Addendum (site working arrangements). Each Power Station produces its own Addendum to show in practical detail how the contract will be applied at that particular Site. It refers to topics in the main contract and provides the meaning of that term in its application at that Site. The contents of a Power Station Addendum shall not contradict the terms of the main contract document.
* Contract services: The services specified in this contract including scaffolding and thermal insulation services that complies with all the requirements stated in the Service Information.

The following abbreviations are used in this Service Information:

|  |  |
| --- | --- |
| **Abbreviation** | **Meaning given to the abbreviation** |
| OBL | Outside battery limits |
| DLR | Daily Labour report |
| GO | General Overhaul |
| IR | Interim Repair |
| BTI | Boiler Tube Inspection |
| BTL | Boiler Tube Leak |
| OD | Outside diameter |
| SOS/SOW | Scope of service/ Scope of work |
| DLR | Daily Labour report |
| NCR | Non-Conformance Record |
| SOW | Scope of Work |
| PSR | Plant Safety Regulation |
| SSM | Site Services Manager |
| SM | Service Manager |

# Management strategy and start up.

## The *Contractor*’s plan for the *service*

The Contractor makes available staff to carry out work on a 24-hour, 7 day a week basis, including public holidays, to achieve completion by the agreed dates as directed by the delegated Site Services Manager.

## Management meetings

The conditions of contract (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However, the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties. Depending on the size and complexity of the service, regular meetings will be held.

Regular meetings of a general nature may be convened and chaired by the Site Services Manager (SSM) as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Title and purpose | Approximate time & interval | Location | Attendance by: |
| Risk register and compensation events | Weekly on Site | TBC | *Employer* and *Contractor* |
| Overall contract progress and feedback | Monthly on Site or as determined by SSM or SM | TBC | *Employer and Contractor representatives* |
| Outage meetings | As determined by SSM or SM | TBC | Employer and Contractor |
| Safety meetings | As determined by SSM or SM | TBC | Employer and Contractor |
| Planning meetings | As determined by SSM or SM | TBC | Employer and Contractor |
| Any other meeting | As determined by SSM or SM | TBC | Employer and Contractor |

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

## Invoicing and payment

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

The *Contractor* shall address the tax invoice to Accounts Payable (APS) and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager;*

The contract number and title.

*Contractor*’s VAT registration number.

The *Employer*’s VAT registration number 4740101508.

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

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

The invoice for the service rendered will be invoiced separately from that of the Contract Price Adjustment over the duration of the contract. The invoice for the CPA shall make reference to the base invoice.

## Insurance provided by the *Employer*

The insurance by the *Employer* is covered under clause Z12.

## Insurance provided by the *Contractor*

Insurance Affected by the Contractor

* Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:
  1. INSURANCE OF CONTRACTORS EQUIPMENT (including tools, scaffolding material, insulation material, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
  2. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactments in the Suppliers’ or Sub Supplier’s operational, manufacturing or assembly locations.
  3. Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability indemnity.
* The insurances to be provided by the Contractor and his Sub-Contractors shall:
  1. be affected with Insurers.
  2. be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
  3. submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
* If the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them, they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

## Design and supply of Equipment

All engineering drawings and designs produced during the contract period shall be the handed over to Eskom. This includes but not limited to specialised scaffolding and hanging scaffolding.

## Management of work done by Task Order

A Task Order shall be issued by the Service Manager in order to carry out a any Task. No contractor is allowed to perform any work without an approved Task Order. The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for each Task Order.

# Health and safety, the environment and quality assurance

## Health and safety risk management

Each location where the service is carried out has a health and safety specification or procedure and safety risk management requirements relevant to that location (the Employer’s site Health and Safety Plan). The CSM shall ensure that he is a registered recipient of such documentation at each location where work is carried out and is always in possession of the current version of such documentation before any work in this contract is undertaken at that location.

The Contractor shall comply with the requirements imposed on a contractor / Contractor stated in the current version of such documentation at each location where work in this contract is carried out and shall identify to the relevant SSM the name of the Contractor’s person responsible for monitoring such compliance.

The Contractor shall ensure that he is in possession of documentation relevant to protection of the environment at each location where work in this contract is carried out and shall comply with the requirements imposed on a contractor / Contractor stated therein.

The Contractor shall keep records which demonstrate compliance with all health, safety and environmental requirements whether statutory or otherwise and shall allow the SM or relevant SSM to inspect them at any time within working hours. Employer's Health and Safety Requirements

In carrying out its obligations to the Employer in terms of this contract; in providing the Services; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatories with:

(1) The provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act (“the Occupational Health and Safety Act, ACT 85, OF 1993”); and

(2) The provisions of the latest amendment of the National Environmental Management Act (NEMA), 107 of 1998 and all regulations in force from time to time in terms of that Act (“the National Environmental Management Act (NEMA), ACT 107 of 1998”); and ensure during all work that is performed environmental Duty of Care as prescribed in Section 24 of the South African Constitution Act 108 of 1996 is practiced.

(3) The Eskom “Safety, Health and Environmental Requirements for Contractors” document (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Services and are provided in writing to the Contractor (collectively “the Eskom Regulations”). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements. (The Occupational Health and Safety Act, Act 85, OF 1993 and the Eskom Regulations are collectively referred to as the “SHEQ Requirements”.)

The Contractor, at all times, considers itself to be the “Employer” for the purposes of the Health and Safety Act, Act 85, OF 1993 and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Subcontractors and mandatories and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Services in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The Contractor immediately reports any disabling injury as well as any threat to health, safety or the environment of which it becomes aware at the Service or on the Site to the SSM.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Services to ensure compliance by it and all employees, agents, Subcontractors or mandatories with the SHEQ Requirements while providing the Services in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the Occupational Health and Safety Act 85, OF 1993, as well as the Construction Regulations.

The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of Occupational Health and Safety Act 85, OF 1993 in respect of any acts or omissions of the Contractor, and the Contractor’s employees, agents or Subcontractors, to the extent permitted by the Occupational Health and Safety Act 85, OF 1993, as well as the Construction Regulations.

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor , its employees, agents, Subcontractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the Occupational Health and Safety Act, ACT 85, OF 1993, as well as the Construction Regulations.

It is further required that all Contractors shall

• Acknowledge Eskom's rules and requirements on procedure 32-726 (in Annexure B) signed and submitted by the tenderer

• Have an OHS and environmental plan

• Provide Costing for Safety Health and Environmental management

• Do a Baseline Risk Assessment (BRA)

• Have an Environmental Management including Asbestos removal plan in place

• Be in possession of a valid Letter of Good Standing (COIDA or equivalent)

• Have a SHE policy signed by CEO/ MD- Comply with OHS Act Section 7 or OSHAS 18001

• Conform to the requirements of ISO14001 and have processes in place that indicate that an ISO 14001 system is conformed to.

• Be SHE Competent (Consider scope of work, risks, SHE plans and applicability) with CVs and qualifications / certificates.

The SSM, or any person appointed by the Employer, may, at any stage during the currency of this contract:

(1) Conduct health, safety and environmental audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor.

(2) Refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.

(3) Issue the Contractor with a stop order should the Site Services Manager become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

## Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_\_\_\_

* The contractor must adhere to all Eskom environmental policies, procedures and standards when interacting on site.
* The contractor must report and address all environmental incidents as per their environmental management plan.

Further environmental requirements are stipulated below:

* The Contractor is required to ensure that all goods, services, or Works supplied in terms of the Contract conform to all applicable environmental legislation as well as ISO 14001.
* Where Work is done on Eskom sites the goods, services, or Works supplied will also conform to Eskom Environmental Specifications.
* Disposal of Waste

1. Waste shall be removed promptly to the designated deposit areas. No stockpiling will be permitted.
2. All removal and disposal of waste shall be handled in accordance with the local environmental procedure.

* Environmental Management System (e.g. ISO 14001) this should include Environmental Policy; Objectives and Targets; Roles and Responsibilities; Communication; Internal Audits; Emergency Preparedness (Environmental related emergencies); Monitoring, measurement and evaluation of compliance; Non Conformance, Corrective action and preventive action; Management Review.
* Environmental Management Plan this should include Handling of Hazardous Chemical Substances; Vegetation Management; Site Establishment; Water Management; Access Control; Dust and Noise control; Environmental Human Resources; Environmental Training; Environmental Incident Reporting; Landowner Liaison; Rehabilitation; Compliance to Other Legal Requirements
* Waste Management Plan which should include Procedure/method statement submitted; Register of possible waste to be generated by the project; Waste separation; Waste minimization; Records of waste quantities disposed (Template); Legislation requirements
* Environmental Bill Of Quantities which can include Environmental Bill of quantities submitted; Waste management; Land management ( e.g. Rehabilitation costs, Erosion control/berms, maintenance of access roads, No Go fencing, vegetation clearing); Pollution ( e.g. dust suppression, building of bund walls, building of wash bays and workshops); Water Management; Human Resources ( Environmental Officer Services); Environmental Management System

### Transportation of passengers: open LDV’s:

* No *Contractor employee* shall be allowed to transport passengers on the back of open light delivery vehicles (LDV’s).
* It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:
* All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. NO passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
* Tools and equipment must be properly secured.
* Only authorised drivers may transport passengers.
* Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
* The above must apply to on site and off site transportation of passengers.

### Eskom Life Saving Rules:

* Five Cardinal Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.
* Rule 1: Open, Isolate, Test, Earth, Bond, and/Or Insulate before touch - that is any plant operating above 1 000 V.
* Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.
* 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 work under the influence of drugs and alcohol.
* Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

### Barricading and Screens

1. The *Contractor* shall, where he is working, provide and install barricades and warning devices to ensure that Equipment and persons are not exposed to danger and to prevent access to dangerous areas.

### Fire precautions

In case of a fire the *Contractor* contacts the control room immediately.

1. Before commencing with any work, the *Contractor* must communicate with the fire co-ordinator (Fire Dept.) to discuss any fire precautions that may be required.
2. The *Contractor* is not allowed to tamper with the *Employer’s* fire equipment.
3. All exit doors, fire escape routes, walkways, stairways and stair landings must be kept free of obstructions.
4. Firefighting equipment must remain accessible at all times.
5. "Hot work" procedure and PTW system to be adhered to at all times.

### Permit to Work System

1. NO *service* shall be carried out without a "PERMIT TO WORK" as applicable to each Site.
2. The *Contractor* will be expected to have their own Responsible Persons authorised as agreed with SSM.
3. The *Contractor’s* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations, Eskom OPR 3305.
4. A Permit to Work (where applicable) is used on declared major *outages*, details can be found in the plant safety regulations. Permit changes are made during the dead time, if it is required by the *Contractor* that a certain supply be made available or plant tested then this can be applied for at the Project Management Meeting at least 1 day in advance.
5. Plant with a prohibitive sign attached may only be operated by appointed *Employer* personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from site.
6. "Hot work" procedure and Permit requirements to be adhered to when any hot work is conducted.

### Safety Induction Course

1. All the employees of the *Contractor* shall attend a safety induction course before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the safety induction.
2. A list of employees requiring safety induction must be submitted at least 2 days in advance of arrival on site with the date and time of arrival so that the safety induction can be arranged

## Quality assurance requirements

1. The Contractor complies with the applicable quality standards and requirements relative to the required scope of service.
2. The Contractor will comply with the Employer's Quality Requirements as specified in QM- 58 (Supplier Contract Quality Requirements Specification) into the Service Information. Annexure B to this Standard indicates the specific application thereof.
3. A Quality Management Plan must be submitted if required in terms of the Task Order.
4. All quality Control documentation must be submitted to the Site Services Manager within 7 (Seven) days after contract award, but 15 days prior to the possession date.

# Procurement

Local procurement shall be done in accordance with the SDL&I requirements as well as the terms of reference of the stakeholder forum for each site

### Minimum requirements of people employed

Restrictions and hours of work may apply on some sites. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to them at any time. These records may be needed for assessment purposes.

### BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

### Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor’s* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor*’s ASGI-SA Compliance Schedule stated below

.

*[Insert the agreed ASGI-SA Compliance Schedule here]*

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor*’s actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor*’s failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

## Subcontracting

### Mandatory subcontracting

The SDL&I subcontracting requirements shall be applicable during the service period.

### Subcontract documentation, and assessment of subcontract tenders

Refer to the SDL&I requirements

### Limitations on subcontracting

Refer to the SDL&I requirements

### Attendance on subcontractors

Subcontractors may be requested to attend meetings as instructed by the SSM

## Plant and Materials

### Tests and inspections before delivery

The Employer may opt to test alternative scaffolding and insulation material technologies during the service period. The Employer will at its discretion decide at which power station the test will be performed and the Contractor shall be informed in advanced of such an arrangement.

# Working on the Affected Property

The following shall be applicable to the Contractor whilst working on the Affected property

* All the rates on the Price List exclude VAT.
* All the Allowances e.g. Standby Allowances, Call-outs, Fatigue Allowance, Night Allowances, and any other applicable allowances as per the BCEA should be built in the labour rates.
* The Contractor shall make provision to comply and adhere to all applicable legal and industry related statutory requirements. This includes, but not limited to, the BCEA, MEIBC and SANS codes. The cost thereof shall be included in the determination of the rates contained in the Price List.
* The Contractor shall ensure that all personnel are adequately trained to provide the service. This includes all staff used for maintenance, projects and outages. Competent Persons shall be required for all the job categories. The cost thereof shall be included in the determination of the rates contained in the Price List.
* Eskom shall only pay for the actual time worked by the Contractor personnel. The cost of leave pay, public holidays, annual leave, maternity leave, sick leave and other types of leave whilst providing the service shall be borne by the Contractor. The Contractor shall make provision for this cost in the determination of their rate. The Contractor is solely responsible for any penalties or liabilities arising from non-compliance to the BCEA, MEIBC etc. The cost thereof is to be included in the rate.
* The Contractor shall be solely responsible for the management of damaged scaffolding, insurance of theft and damage to the scaffolding, wear and tear, vandalism, theft or other incidents. The repair and the replacement of the scaffolding shall be undertaken by the Contractor and shall always meet and adhere to the minimum safety standards and legislation. The cost thereof is included in the rate.
* The Contractor shall be responsible for the design and inspection of all scaffolding erected (including specialized scaffolding) to ensure compliance with the OHS Act and SANS standards. Designs and inspections should be carried out by competent persons. The cost thereof is included in the rate.
* Asbestos removal and decontamination unit costs quoted shall include all the statutory requirements, safety requirements, bagging, bags, equipment, watering, spraying, consumables and training costs. All removed asbestos material shall be collected and placed in designated refuse bags, where after it must be placed in dedicated skips.
* The Contractor shall work within the framework of the terms of reference of the site-specific stakeholder forum.
* The cost of accommodation and meals shall be borne by the Contractor. The cost thereof should be included in the rate.
* The site facilities for the Contractor must cater for clocking machines, messing facilities, housekeeping, IT infrastructure, maintenance and printing. The cost thereof shall have been built into the rates.
* The Contractor shall ensure that all employees deployed to Eskom sites undergo a criminal record check in accordance with the applicable Eskom policies and procedures Unique Identifier: 32-0126M.

## *Employer*’s site entry and security control, permits, and site regulations

* It is the responsibility of contractor companies and representatives to ensure that the backgrounds of contractors are criminally checked or screened.
* Criminal background check results from the SAPS or Automated Fingerprint Identification System Switch (Afiswitch) accredited service providers shall be submitted to Security for verification no later than 30 days prior to the issuance of access permits to national key points and Eskom sites.
* If the criminal record certificate is cancelled, withdrawn, invalidated, or amended, or expires, or a criminal conviction is noted against any contract employee, the SM shall instruct the Contractor to ensure that such employee leaves the site.
* The Contractor shall comply with the Eskom Contractor Access Control Standard, Document Unique identifier: 32-0126M.

## People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply on some sites. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to them at any time. These records may be needed during assessments including time sheets downloaded from the clocking machines.

Notwithstanding the abovementioned, the Contractor shall be entitled for compensation in line with agreed Price List.

## Cooperating with and obtaining acceptance of Others

The Contractor may be required to share the Affected Property and shall liaise and co-operate with statutory or inspection agencies.

## Equipment provided by the *Employer*

The use of the Employer’s equipment is subject to the terms and conditions applicable at each power station site, and also subject to statutory requirements. The contents of such Employer’s terms and conditions shall be treated as though they are part of this Service Information subject to this Service Information taking precedence where there is ambiguity or inconsistency between the Employer’s terms and conditions and this Service Information.

## Site services and facilities

### Provided by the *Employer*

The Employer makes available the following:

* The site and lay down area for offices and storage of equipment.
* Detailed activity schedule including date and time and updates as required from time to time.
* 380V 63A and 220V 15 Amp facilities.
* Tie-in point for toilet facilities
* Toilet facilities are available within the Power Station boundaries.
* Portable water supply.
* Plant permits required prior to work commencing.
* Outage programs and updates.
* Medical services are available at the medical centre in case of emergency and expenses incurred are for the Contractor’s account.
* Telecommunication installations and telephone accounts are for the Contractor’s account.
* The Employer will generally provide the dumping areas for waste lagging and cladding as detailed in the Power Station Addendum.
* The Employer may provide cranes and hoists, but this service will only be provided if available and also by prior arrangement with the SSM.

The Contractor shall provide everything else necessary for Providing the Service.

### Provided by the *Contractor*

The Contractor is responsible for the provision of accommodation, meals, tools and equipment for his own personnel including the site managers transport. The cost thereof is included in the rate.

## Tests and inspections

### Description of tests and inspections

The Employer may opt to test alternative scaffolding and insulation material technologies during the term of the contract. The Employer will at its discretion decide at which power station the test will be performed and the Contractor shall be informed in advanced of such an arrangement.

### Materials facilities and samples for tests and inspections - N/A

# List of drawings and specifications

## Drawings issued by the *Employer*

All necessary drawings will be supplied with the applicable Task Orders

## Specifications issued by the *Employer*

The Contractor complies with the Occupational Health and Safety procedures issued by the Employer. The contractor must furthermore comply with the Employer's Safety, Health and Environment Procedure for Contractors, which are site specific as per the list below:

|  |  |
| --- | --- |
| **Normative** |  |
| Thermal Insulation Materials for Industrial applications | SANS 1445-All Parts |
| The design, erection, use and inspection of access Scaffolding | SANS10085-1 |
| **Eskom Standards** |  |
| Tender Technical Evaluation procedure | 240-48929482 |
| Technical Evaluation Strategy for the supply, transportation, delivery, installation and dismantling of scaffolding and thermal insulation for 15 coal fired power stations for a period of four years. | 474-12300 |
| High Energy Pipework Standard for Eskom Power Plants | 240-56239129 |
| Thermal Insulation Standard | 240-56247004 |
| **Informative** |  |
| Corrective and Preventative Action Management Work Instruction | 240-58513670 |
| **Employer’s Safety Health Environment and Quality** |  |
| Occupational Health And Safety Act,  85 of 1993 | OHS Act 85 of 1993 |
| National Environmental Management Act (NEMA), 107 of 1998 | NEMA 107 of 1998 |
| Environmental Management System | ISO 14001:2015 |
| Supplier Contract Quality Requirements Specification | QM-58 |
| Supplier Quality Management Specification | 240-48929482 |
| Programming And Progress Monitoring Services-Equipment Supply Contractor | NWS 1065 |
| Plant Safety Regulations | OPR 3305 |
| SABS Quality Standards | SABS ISO 9000 |
| Occupational Hygiene | NWS 1489 |
| Commissioning | NWS 1007/P |
| Accident Prevention Activity Report | NWP 5051 |
| Eskom Environmental Practices and Standards |  |
| Quality Management Programme ISO9000/1/2 | ISO 9001/2 |
| SABS 0157 Part I and II |  |
| Construction Regulations 2014 |  |
| Eskom vehicle and driver safety management | EPC32-93 rev 0 |
| SANS 10085-1:2004 – Code of Practice for Design, Erection, Use and Inspection of Access Scaffolding |  |
| SABS 657 |  |
| SABS 1896 – Wooden Scaffold Boards |  |
| SABS 0162 – Structural Use of Steel |  |
| SABS 767 – Condition of steel and cleanliness achieves |  |
| Eskom Standard NWS 1454 Specification for Thermal Insulation | Rev 3 |
| SABS 1445-2 : 1990 Thermal insulation materials for industrial applications Part 2: Metal-mesh-faced mineral fibre mattresses | 01 |
| TIASA System of Measurement |  |
| Asbestos Regulations, 2001 | R155 |
| SANS 1445-3 : 1990 Thermal insulation materials for industrial applications Part 3: Bonded preformed mineral fibre pipe sections | 01 |
| SANS 1445-2 : 1990 Thermal insulation materials for industrial applications Part 2: Metal-mesh-faced mineral fibre mattresses | 01 |
| SANS 6119 The water-soluble chloride content of material for thermal insulation (1988) | 02 |
| Occupational Health and Safety  Incident Management Procedure | 32-95 |
| Eskom Environmental Management Procedure | 240-133087117 |
| Contractor Health and Safety  Requirements | 32-136 |
| Requirements for safe processing, Handling, storing, disposal and phase out of asbestos and asbestos containing material , equipment and articles | 32-303 |
| Work at height standard | 32-418 |
| Safety, Health, Environment and Quality (SHEQ) Policy | 32-727 |
| Life Saving Rules | 240-62196227 |
| Eskom Personal Protective Equipment (PPE) | 240-44175132 |
| Occupational Health and Safety Incident Management Definitions and Classification Parameters | 240-131838225 |
| Eskom Vehicle Safety Specification | 32-345 |
| Management of Substance abuse in the workplace | 32-37 |
| Eskom vehicle and driver safety management | EPC32-93 rev 0 |
| Standard for developing skills through infrastructure contracts (Government Gazette) | GG 3670 |
| Standard : (SHE Requirements for the Eskom Commercial Process) | 32 – 726 |
| SHE Specification | 240-73416879 |
| Contractor Access Control Standard | 32-0126M |

**ANNEXURE A: SCOPE OF WORK**

|  |  |  |  |
| --- | --- | --- | --- |
| Title: | Technical Scope of Work for the Supply, Transportation, Erection and Dismantling of Scaffolding and Insulation Material for Fossil Fired Power Stations | Unique Identifier: | 474-13396 |
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| Date: …………………………… | Date: …………………………… | Date: …………………………… |
|  |  |  |

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# 

# Introduction

This document provides a technical scope of work for the Supply, Transportation, Erection and Dismantling of Scaffolding and Insulation material for Fossil Fired Power Stations.

This document does not cover the tender technical evaluation criteria.

# Supporting Clauses

## Scope

This document covers the technical scope of work for the Supply, Transportation, Erection and Dismantling of Scaffolding and Insulation Material for Fossil Fired Power Stations. It provides the requirements for base crew and other resources.

### Purpose

The purpose of this document is to provide a technical scope of work for the Supply, Transportation, Erection, and Dismantling of Scaffolding and Insulation Material for Fossil Fired Power Stations.

### Applicability

This document shall apply to the Generation fossil fired Power Stations, including commercial units on the new build power stations.

## Normative/Informative References

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

### Normative

1. Occupational Health and Safety Act 85 of 1993 (OHS-Act)
2. Construction Regulation (2014)
3. ISO 9001: Quality Management Systems.
4. SANS 1445-All Parts: Thermal insulation materials for industrial applications
5. SANS 10085-1: The design, erection, use and inspection of access scaffolding.
6. 240-105658000: Supplier Quality Management Specification
7. 240-168966153: Tender Technical Evaluation Procedure
8. 474-13397: Technical Evaluation Strategy for the Supply, Transportation, Erection and Dismantling of Scaffolding and Insulation Material for Fossil Fired Power Stations.
9. 474-13297: Technical Specification for the Maintenance and Outage Repair Services for Boiler Pressure Parts and High-Pressure Pipework of Fossil Fired Power Stations.
10. 240-56239129: High Energy Pipework Standard for Eskom Power Plants
11. 240-56247004: Thermal Insulation Standard

### Informative

1. 240-58513670: Corrective and Preventative Action Management Work Instruction

## Definitions

| Definition | Description |
| --- | --- |
| Forced Outage | An unforeseen event that disrupts the state of a component, disrupts the provision of services and creates unforeseen changes to the outage planning process. |
| Maintenance | Repair and replacement of components to ensure the reliable operation of the plant and conformance to statutory requirements. |
| Outage | An Outage is a state of a component that is unable to perform its required function. An outage can be either planned or forced. |
| Planned Outage | Planned outages shall include all maintenance repair projects with sufficient lead time to allow them to be accomplished on a non-emergency basis and all capital and renovation projects which require outages during construction. |
| Contractor | Service provider contracted for supplying specific service to Eskom Holdings business unit. |
| Employer | Eskom Holdings business unit. |
| Employer Representative | Any person appointed in writing by Employer as the delegated Employer representative. |

### Disclosure Classification

###### Confidential: the classification given to information that may be used by malicious/opposing/hostile elements to harm the objectives and functions of Eskom Holdings Limited.

## Abbreviations

| Abbreviation | Description |
| --- | --- |
| NCR | Non-Conformance Record |
| SOW | Scope of Work |
| PSR | Plant Safety Regulation |

## Roles and Responsibilities

As per 240-168966153: Generation Tender Technical Evaluation Procedure and 474-13397 Technical Evaluation Strategy for the Supply, Transportation, Erection and Dismantling of Scaffolding and Insulation Material for Fossil Fired Power Stations.

The Technical Evaluation Team (TET) members shall ensure compliance with this document during tender evaluations.

## Process for monitoring

Technical tender evaluation audits/independent reviews (as and when needed) by duly appointed personnel to ensure that tender evaluations are conducted in compliance to the technical requirements specified.

## Related/Supporting Documents

Refer to paragraph 2.2 above.

# Scope of work

## Scope Inclusions

The scope of the service will include site office management, supervision, quality inspection, coordination and related administration work, supply of maintenance crew, outage and project teams, supply of the related materials and consumables, warehousing and storage of the related scaffolding and thermal insulation, supply of transportation and hoisting for materials (including asbestos) and staff.

The scope of this service is applicable to all routine maintenance work outage (planned and forced) and technical plan projects.

The scope of service will be performed in the following areas of plant or systems requiring scaffolding erection and dismantling as well as insulation removal and replacement. Areas of plant include (but are not limited to):

### Boiler house external (any components not listed in section 3.2)

### Vessels, headers, heaters and associated equipment

### Turbines, Generators and auxiliary plant

### Coal, lime and ash handling plants including transfer houses

### Pipework, Valves and fittings

### Heaters, tanks, vessels and pumps

### Ducting, air heaters and fans

### Milling plant

### Submerged scraper conveyor

### Fabric filter plant

### Precipitators plant

### SO3 Plant

### Draught group (fans and air heaters)

### Flue gas desulphurization plant

### Dust handling plant

### Ash and coal silos

### Ash and coal bunkers

### Fuel oil plant

### Auxiliary boilers

### Water treatment plant and its auxiliaries

### Waste treatment plant

### Hydrogen plant

### Nitrogen plant

### Liquid propane plant

### Air cooled condensers

### Cooling towers

### Condensate polishing plant

### Condensate extraction pump house

### Auxiliary cooling water plant

### Transformers

### Control and instrumentation cabling trunk

### Electrical cabling trunk

### Switchgear rooms

### Battery rooms

### Equipment rooms

### Buildings, offices and structures

### Crane and lift structures

### Sewerage plant

### Compressor plants

## Scope Exclusions

#### The plant areas or systems described below are excluded from the scope (refer to 474-13297 Technical Specification for the Maintenance and Outage Repair Services for Boiler Pressure Parts and High Pressure Pipework of Fossil Fired Power Stations) for more details of excluded scope.

### Economiser inlet header to the final superheater outlet header.

### Reheater inlet header and final reheater outlet header.

### All boiler internal small-bore pressure parts piping, headers, and stub-boxes.

### All boilers drain lines, blowdown systems piping, spraywater system piping.

### Boiler start-up system piping and vent lines, including all associated valves.

### Boiler enclosure walls.

### Boiler structures as described in Boiler Structure Inspections Manual 240-77801161 including platforms, beams, supports and boiler hangers.

### Sootblower system.

### Boiler pressure parts valves.

### Boiler burners.

### Boiler manholes.

### Boiler ash hoppers.

### Boiler auxilliary steam range.

### Boiler drum.

### Auxilliary boilers.

### Complete Main Steam piping system from final Superheater (SH) outlet header to Emergency Stop Valve (ESV) including bypass piping systems, bypass valves, safety valves, drain systems, attemperator systems, support systems.

### Complete Hot Reheat piping system from final Reheater (RH) outlet header up to ESV inlet including bypass piping systems, bypass valves, safety valves, drain systems, support systems.

### Complete Cold Reheat piping system from turbine casing connection up to inlet reheat header including bypass piping systems, bypass valves, safety valves, drain systems, support systems.

### Complete Feedwater piping system from HP feed water pump outlet up to economiser inlet header including HP Heater bypass piping systems, bypass valves, safety valves, drain systems, support systems.

### Turbine Loop pipes and steam penetrating pipes.

## Non-exclusive scope

Non-exclusive scope is defined as scope that, forms part of this contract scope but the selection of this scope will be determined on a site-by-site basis i.e. included in the station addendum.

Contract rates will apply where applicable to determine the scope cost as and when required. Non-exclusive scope is as follows:

### Lifeline installation

### Asbestos disposal

### Aluminum sheet replacement on the turbine plant

### Ceramic wool replacement

## SITE ADDENDUM REQUIREMENTs

The site addendum document may be prepared for each specific site and shall strictly be confined to the recording of site operational requirements as shown in Appendix A.

The addendum shall not be used to introduce new scope and the additional priced items.

# 

# Scaffold and insulation requirements

## Design, supply, erecting and dismantling of scaffolding.

### The erection and dismantling of scaffolding in a Power Station environment is a high risk activity. The Contractor adheres strictly to the Employer’s safety regulations and precautions.

### The Contractor is responsible for the design of all specialised scaffolds.

### A red board indicating “unsafe” scaffold will be attached to any new built scaffold until the necessary inspection is done by an authorised scaffold inspector and then a “green safe” board must be attached.

### No scaffold is used before the necessary safety inspection is done and the scaffold certified safe for use (sign indicating “scaffold safe or unsafe”).

### The Contractor is responsible to inspect all scaffolds for safety and keeps a record thereof noted on a weekly check sheet.

### The Contractor must ensure that all scaffold materials are clearly marked for easy identification.

## Removal and installation of thermal insulation and cladding

### The Contractor is not permitted to weld onto any Plant including high pressure vessels, headers and pipe work. No welding on Plant will be permitted prior to the necessary approval given formally by the Employer’s representative.

### The Contractor assesses the condition of existing cladding and notifies the Employer’s representative of any cladding that requires replacement. The Employer’s representative approves replacement notification before the Contractor starts replacing existing cladding.

### The Contractor supplies and fits plastic sheets over floors, gratings, and plant surrounding the areas where lagging is removed, to effectively prevent littering of lagging in the surrounding area. The contractor will ensure that any insulation spillage onto the surrounding areas is cleaned immediately.

### Old lagging is discarded in plastic bags and placed in a designated area approved by the Employer’s representative.

### The Contractor must ensure housekeeping in all areas after insulation and cladding replacement activities.

### The Contractor puts measures in place to prevent damage to the Employer’s equipment when performing the Services. The cost for replacing or repairing any damage to the Employer’s equipment is for the Contractor’s account.

### The Contractor will be required to ensure that where asbestos materials are handled, that they comply with asbestos regulation of the occupational health and safety Act 85 of 1993.

### Dust levels are to be maintained below those referred to in Eskom Procedures and Standards.

### The Contractor or appointed subcontractor shall be accredited by the Department of Labour and the Employment to handle asbestos. Loss of accreditation may result in termination of the contract.

### The Employer’s representative reserves the right to inspect and carry out any checks of the Service.

## The contractor’s provisions

### The supply of labour for the erection, alteration and dismantling of scaffolding during outages, maintenance and project activities;

### Supervision and inspection for the erection, alteration and dismantling of scaffolding;

### Supply of all consumables, scaffolding materials, including execution and all other items associated with providing a satisfactory service;

### The removal, replacement and repair of thermal insulation and cladding during outages, maintenance and project activities;

### The supply of labour and supervision for removal and installation of insulation;

### The removal, collection and disposal of asbestos and asbestos contaminated material to the disposal site.

### The removal, collection and disposal of Ceramic wool contaminated material to the disposal site.

### The supply of transport for the labour force, equipment, call-outs, after normal working hours, weekends and public holidays;

## The employer’s provisions;

### The site and lay down area for offices and storage of equipment;

### 380V 63A and 220V 15 Amp facilities;

### Tie-in point for ablution facilities;

### Ablution facilities are available within the Power Station boundaries;

### Portable water supply;

### Plant permits where required prior to work commencing.

### Outage programs and updates;

### Medical services are available at the medical centre in case of emergency and expenses incurred are for the Contractor’s account.

### Telecommunication installations and telephone accounts are for the Contractor’s account.

### The Employer will generally provide the dumping areas for waste lagging and cladding.

## Base Crews and other resources

### The Contractor provides permanent staffing according to the number and designations agreed upon with the delegated Site Service Manager.

### Where applicable, the Contractor maintains all year round the agreed base crew for the designated Power Station. The base crew may be shared between the designated Power Stations, as mutually agreed between the parties, but will not be less than the total agreed on sites.

### During major maintenance tasks, overhauls, outages and project specific work the base crew staff may manage and co-ordinate these major maintenance tasks, outages and project specific work.

### The base crew is supervised by the Contractor. Changes to the base crew are negotiated with the Services Manager and must be confirmed in writing.

### Major maintenance tasks, overhauls, outages and project specific work may require additional resources on a temporary basis. The Contractor supplies these additional temporary resources based on a Task Order for the project or work is issued to this effect.

### The contractor’s base crew normal working hours are to (as closely as possible) match those of the Employer’s maintenance department working hours.

## Specifications and standards

### The supply, erection and dismantling of scaffolding shall be in accordance with SANS 10085-1: The design, erection, use and inspection of access scaffolding.

### The removal, disposal and / or storage of thermal insulation and the repair, replacement, or renewal thereof, as per 240-56247004 – Thermal Insulation Standard (Eskom Standard).

### The removal and handling of asbestos as per the Occupational Health and Safety Act no 85 of 1993, including Asbestos Regulations.

## Audits

### The Employer’s representative may in accordance with a predetermined programme carry out audits on the Contractor’s processes supporting any work done or to be done in terms of this contract, as well as on the work actually carried out.

### The Employer’s representative shall give the Contractor notice of the intention to perform an audit in order that the Contractor may provide a representative observer.

### Depending on the findings of such an audit, the Employer’s representative may notify the Contractor of an NCR. The Contractor shall notify the Employer’s representative of the actions he/she intends to take to clear the NCR, and by when he/she will have taken them (actions)

### The Contractor maintains a database system to record and track all NCR’s raised and reports these to the Employer’s representative monthly.

## Permit to work system

### The contractor’s employees shall be trained within the terms of Plant Safety Regulations as applicable to each site. The contractor shall ensure that there is a Responsible Person in terms of PSR for any work performed on the plant. This will require individual to successfully complete a written and oral examination for the Plant Safety Regulation. The contractor shall have Responsible Person from the start of the contract.

# Authorisation

This document has been seen and accepted by:

| Name & Surname | Designation |
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# Revisions

| Date | Rev. | Compiler | Remarks |
| --- | --- | --- | --- |
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| August 2024 | 0.2 | Lebo Serekwa | Final Draft Document after Comments Review Process |
| Sept 2024 | 0.3 | Lebo Serekwa | Additional updated completed, Final Draft |
| Sept 2024 | 1 | Lebo Serekwa | Final Document for Authorisation and Publication |

# Development team

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

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* Siyabonga Mahaye
* Moeletsi Masoga
* Maropeng Seshoka
* Johannes Falatse
* Segomotso Choche
* Sabelo Mnguni

# Acknowledgements

None.

# Appendix A: site addendum

**A1. Addendum to scaffolding and thermal insulation contract**

**Power Station:….**

**National Contract Number:….**

**Period: Start Date….TO End Date…..**

**Maintenance – 46…..**

**Outage – 46……**

**Outage – 46……**

**Date:….**

|  |  |
| --- | --- |
| **Employer** | **Appointment** |
| Service Manager | *Service Manager Name* |
| (*Site Service Manager and DCF Holder)* | *Site* *Service Manager Name* |
| *(Additional Delegation)* | *Outages (Name)* |
| *(Additional Delegation)* | *Maintenance (Name)* |

|  |  |
| --- | --- |
| **Contractor** | **Appointment** |
| National Contract Manager | *Name* |
| (Site Contract Manager) | *Name* |
| (Additional) | *Outages (Name)* |
| (Additional) | *Maintenance (Name)* |

**A2. Description of the works and resources**

1. Description of the works
2. Base crew and other resources
3. Key people (Contractor)
4. Outage Resources
5. Contractor’s management and supervision

**A3. Technical subject matter definition (core scope)**

1. Introduction
2. Boundaries/Terminal Points
3. General exclusions

**A4. Site specific**

1. Meetings
2. Documentation
3. Risk Register
4. Safety file
5. Tax invoice
6. Health and safety, the environment and quality assurance
   1. Health and Safety Arrangements
   2. Eskom lifesaving rules
   3. Plant Safety Regulations
   4. Fire Precautions
   5. Health and safety facilities on the Affected Property
   6. Reporting of incidents
   7. Vehicle Safety
   8. Company Branding
7. Environmental constraints and management
   1. Work carried out in terms of
   2. Hazardous substances
8. Plant & Materials provided “free issue” by the Employer
9. Working on the Affected Property
   1. Employer’s site entry and security control, permits, and site regulations
   2. Security and Access Arrangements
   3. Police clearance
10. People restrictions, hours of work, conduct and records
    1. Working Hours
    2. Removal from Site
    3. Records of Contractor’s Equipment
    4. Site services and facilities
    5. Provided by the Employer
    6. Provided by the Contractor
    7. Contractor’s yard (Will depend on site to site)
11. Control of noise, dust, water and waste
    1. Waste Disposal
    2. Noise
    3. Tests and inspections

**A7. Non-exclusive scope to be executed on site (also refer to section 3.3 above).**