Eskom Rotek Industries	Guideline	Risk and Strategy

Title: **Occupational Health, Safety and Environmental Requirements**

Legal Compliance Audit Services Guideline

Document Identifier:	**232156202**
Alternative Reference Number:	**Not Applicable**
Area of Applicability:	**Eskom Rotek Industries SOC Ltd**
Functional Area:	**Business Units**
Total Pages:	**16**
Disclosure Classification:	**Confidential**

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Date: 08/09/2026	Date: 08/09/2026	Date: 08/09/2026

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1. INTRODUCTION

1.1 Eskom Rotek Industries is committed to ensuring and maintaining a safe and healthy working environment for all employees, contractors, and other affected parties. This commitment is aligned with the organisation's Safety, Health, Environmental and Quality (SHEQ) Policy and applicable legislative and regulatory requirements.

1.2 Scope and Minimum Requirements

These SHEQ Requirements sets out the minimum Safety, Health, Environmental and Quality (SHEQ) requirements that shall be complied with by all service providers appointed to provide Occupational Health, Safety and Environmental Legal Compliance Audit Services to Eskom Rotek Industries Business Units.

1.3 Service Provider Responsibilities

1.3.1 Eskom Rotek Industries' Business Units shall not, in any way, assume or accept the Service Provider's legal responsibilities or duties. The Service Provider shall remain fully accountable and responsible for the quality, implementation, management, and execution of its SHEQ programme, including compliance by its employees, subcontractors, and appointed contractor personnel.

1.3.2 The Service Provider shall ensure that all services are provided accurately, safely, and in accordance with the applicable legislation, contractual requirements, ERI SHEQ requirements, and approved scope of work, thereby ensuring effective and compliant service delivery to Eskom Rotek Industries as the Client.

1.3.3 Prior to attending the induction training, all employees must undergo a pre-employment medical examination and found fit for duty. A copy of the certificate of fitness must be kept in the OHS file on site for the duration of the contract.

1.3.4 These SHEQ Requirements reflects minimum requirements and should not be construed as all encompassing.

NOTE: *All the requirements listed hereunder are in relation to the contract and project and do not supersede or replace any organisational SHEQ requirements.*

2. SUPPORTING CLAUSES

2.1 Scope

2.1.1 Purpose

To establish and provide a detailed Safety, Health, Environmental and Quality (SHEQ) Requirements that defines the minimum requirements, standards, responsibilities, and deliverables applicable to service providers appointed to conduct Occupational Health, Safety, Environmental and Quality Legal Compliance Audit Services for Eskom Rotek Industries and its Business Units.

2.1.2 Applicability

This SHEQ Requirements is applicable to Service Providers and their appointed contractors who intend to tender for the project.

2.1.3 Effective Date

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2.2 Normative/Informative References

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

2.2.1 Normative

a) ISO 9001 - Quality Management System.
b) ISO 14001 - Environmental Management System.
c) ISO 45001 - Occupational Health & Safety Management System.
d) Occupational Health and Safety Act 85 of 1993 including Regulations.
e) Compensation for Occupational Injuries and Diseases Act 130 of 1993.
f) National Road Traffic Act 93 of 1996.
g) National Environmental Management Act 107 of 1998.
h) National Water Act 36 of 1998.
i) National Environmental Management Act: Waste Act No. 59 of 2008.

2.2.2 Informative

a) Eskom Procurement and Supply Management Procedure (32-1034).
b) Procedure for the effective Management of Safety, Health and Environmental Related Incidents (32-95).
c) Safety, Health, Environment and Quality (SHEQ) Policy (32-727).
d) ERI SHEQ Statement of Commitment (6043050).
e) Supplier Contract Quality Requirements (240-105658000).
f) Life Saving Rule Standard (5349460).
g) Substance Abuse (32-27).
h) Eskom Vehicle Safety Requirements (32-345).
i) Vehicle and Driver Safety Management (240-62946386).
j) Eskom PPE Requirements (240-44175132).
k) Eskom Procedure (32-418).
l) Environmental Incident Management Procedure (240-133087117).

2.3 Definitions

Definition	Explanation
Occupation Health and Safety Act 85 of 1993 including Regulations	To provide for the health and safety of persons at work and for the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety and safety arising out of or in connection with the activities of persons at work, to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.
Principal contractor	Means an employer appointed by the client to perform the work.

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Definition	Explanation
Medical Certificate of fitness	(OHS Act) means a certificate valid for one year, issued by an occupational health practitioner, issued in terms of the regulations, whom shall be registered with the Health Professions Council of South Africa.
Contractor	(OHS Act) means an employer as defined in section 1 of the Act who performs contracted work and includes principal contractors.
Client	(OHS Act) Eskom representative (Internal – Asset Owner), also referred to as the contract administrator/custodian or agent or project manager (as defined in the contract). He/she is the person responsible for ensuring that the works or services are executed in terms of the contract, as well as adherence to legislation pertaining to the contract.
Eskom requirements	Eskom requirements flowing from directives, policies, standards, procedures, requirements, work instructions, guidelines, or manuals.
Occupational Health and safety file	(OHS Act) means a file or other record in permanent form, containing the information required in relation to the contract.
Health and safety plan	(OHS Act) means a document plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified.
Occupational Health and safety requirements	means comprehensive health and safety requirements for a contract, project, site, and scope of work. This requirement 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.
Hazard	(OHS Act) Means a source of or exposure to danger.
Risk	(OHS Act) Means the probability that injury or damage will occur.
SHE Plan	Means a documented plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified.
Construction site	Means a workplace where construction work is being performed.
Service Provider	An organization that provides services, such as consulting, legal, real estate, communications, storage, and processing services, to other organizations. Although a service provider can be a sub-unit of the organization that it serves, it is usually a third-party or outsourced supplier

2.4 Abbreviations

Abbreviation	Explanation
BMS	Bulk Material Services
CE	Chief Executive

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Abbreviation	Explanation
COID Act	Compensation for Occupational Injuries and Diseases Act
CS	Construction Services
EMP	Environmental Management Plan
ERI	Business Units
ERI	Eskom Rotek Industries
LS	Logistics Services
NEMA	National Environmental Management Act
OHS Act	Occupational Health and Safety Act 85 of 1993 including Regulations
SHE Plan	Safety Health and Environmental Plan
SHEQ	Safety Health and Environment and Quality
T&SS	Transformer and Switchgear Services
TGS	Turbo-Gen Services

2.5 Roles and Responsibilities

2.5.1 SHEQ Department

a) It is the responsibility of the SHEQ Business Units to review, audit, and evaluate the service provider's SHEQ file prior to the commencement of any work. The evaluation shall be conducted to verify that the service provider complies with all applicable legal, regulatory, contractual, and organisational requirements stipulated in this SHEQ Requirements.

b) No work shall commence until the required SHEQ documentation has been reviewed and the service provider has demonstrated compliance with the applicable requirements.

2.5.2 Service Provider Responsibility

a) It is the responsibility of the Service Provider to ensure full compliance with all requirements stipulated in this SHEQ Requirements before commencing any work. The Service Provider shall ensure that all required documentation, competencies, resources, controls, and legal requirements are in place and compliant prior to mobilisation and commencement of the services.

b) Compliance with these requirements shall be maintained throughout the duration of the contract and for the entire scope of work.

c) Service Providers shall ensure that all employees undergo a pre-employment medical examination prior to commencing work and are certified medically fit to perform their assigned duties. A valid Certificate of Fitness for each employee shall be maintained in the site OHS file for the duration of the contract and shall be made available for inspection by the Client, Principal Contractor, or relevant authority upon request. No employee shall be permitted to commence work unless a valid Certificate of Fitness has been obtained. The supplier/contractor/tenderer must ensure that he/she understands the OHS requirements listed in Annexure B attached.

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2.6 Process for Monitoring

2.6.1 It is the responsibility of the Service Provider to ensure full compliance with all requirements stipulated in this SHEQ Requirements before commencing any work. The Service Provider shall ensure that all required documentation, competencies, resources, controls, and legal requirements are in place and compliant prior to mobilisation and commencement of the services.

2.6.2 Compliance with these requirements shall be maintained throughout the duration of the contract and for the entire scope of work.

2.7 Related/Supporting Documents

2.7.1 Eskom Rotek Industries (SHEQ) Audit Procedure.

2.7.2 Client (Eskom) Audit Procedure.

2.7.3 Health and Safety agreement 37(2).

3. PROCESSES AND ACTIVITIES

3.1 Scope of Work

Legal Compliance Auditor ERI Business Units.

3.2 Service Provider Organisational Structure

3.2.1 a) The Service Provider shall provide an organisational organogram specific to the contract. The organogram shall clearly illustrate the organisational and reporting structure, from the Chief Executive Officer (CEO) through to the supervisors and personnel responsible for the execution and management of the contract.

3.2.2 The organogram shall include, as a minimum:

a) Names and surnames of relevant personnel.
b) Designations and positions held.
c) Reporting lines and levels of responsibility.
d) Relevant legal appointments.
e) Personnel responsible for SHEQ management and implementation.

3.2.3 The Service Provider shall ensure that all appointed service providers and subcontractors comply with the organogram requirements stipulated in these requirements.

3.2.4 The main Service Provider shall maintain copies of all service providers and subcontractor organograms and shall submit the relevant organograms as part of the SHE Plan and/or SHE File requirements.

3.2.5 All organograms shall be reviewed and updated promptly whenever there are changes to personnel, responsibilities, reporting structures, or legal appointments.

3.2.6 The current approved organogram shall be readily available and maintained in the project SHE File for the duration of the contract.

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3.3 Agreements

3.3.1 Section 37(2) of the OHS Act requires Eskom to sign an agreement and include it in the OHS file for evaluation prior to the start of work. ERI will issue the 37(2) agreements to the responsible managers/end user who will facilitate the signing of the document by Eskom and service provider representatives.

3.3.2 A written agreement in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) shall be concluded between the Client and the Service Provider prior to the commencement of any work.

3.3.3 The Section 37(2) Agreement shall be signed by the Client's duly appointed Section 16(2) Appointee and the authorised representative of the Service Provider.

3.3.4 The Service Provider shall ensure that the signed Section 37(2) Agreement is included in and maintained as part of the Service Provider's project SHE File.

3.3.5 A signed copy of the agreement shall be submitted to and retained by the Business Units SHEQ Department for record and compliance-monitoring purposes.

3.3.6 The Section 37(2) Agreement shall remain valid and applicable for the duration of the contract, subject to any amendments, renewals, or changes in the contractual scope or parties. Any amendments shall be formally documented, approved, and signed by the authorised parties.

3.3.7 The Service Provider shall ensure that the requirements and obligations arising from the Section 37(2) Agreement are communicated to and complied with by its employees, appointed contractors, and subcontractors, where applicable.

3.4 Occupational Health and Safety Act and Regulations

3.4.1 OHS file means documents or records in permanent form, containing the information about the safety and health management system from inception, execution to completion of works.

3.4.2 The Service Provider shall maintain an up-to-date copy of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and all applicable Regulations relevant to the scope of work.

3.4.3 The OHS Act and applicable Regulations shall be readily accessible to all employees and persons responsible for the implementation and management of occupational health and safety requirements.

3.4.4 The Service Provider shall ensure that employees are made aware of and comply with all applicable occupational health and safety legislative requirements.

3.5 Acknowledgement of Eskom/ERI Occupational Health and Safety Rules

3.5.1 The Service Provider shall be required to read, understand, acknowledge, and comply with the Eskom/ERI Occupational Health and Safety Rules applicable to the execution of the contract.

3.5.2 The Service Provider shall formally acknowledge acceptance of these requirements by completing and signing Annexure B – Eskom/ERI Occupational Health and Safety Rules Acknowledgement form, which shall be provided by the Business Units.

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3.5.3 The signed Annexure B shall be submitted to the Business Unitsprior to commencement of any work and shall be included in the Service Provider's project SHE File for the Service Provider to acknowledge Eskom/ERI OHS rules and regulations.

3.5.4 The Service Provider shall ensure that the applicable Eskom/ERI Occupational Health and Safety Rules are communicated to all employees, appointed contractors, and subcontractors under its control and that compliance is maintained for the duration of the contract.

3.6 Compensation for Occupational Injuries and Diseases (COID)

3.6.1 The Service Provider and all his/her appointed contractors shall be registered with an appropriate employment compensation commissioner and have available a valid letter of good standing (LoG) from such commissioner. The obligation lies with the contractors to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the contractor OHS files.

3.6.2 The Service Provider shall comply with all applicable requirements of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993), as amended.

3.6.3 The Service Provider shall be registered with the Compensation Fund or an approved registered compensation insurer, where applicable, and shall maintain its registration and contribution status in good standing for the duration of the contract.

3.6.4 A valid and current Letter of Good Standing shall be obtained and maintained by the Service Provider for the duration of the contract.

3.6.5 A copy of the valid Letter of Good Standing shall be included in the Service Provider's SHE File and shall be made available to the ERI SHEQ Department upon request**.**

3.6.6 The Service Provider shall ensure that its appointed contractors and subcontractors, where applicable, also comply with the relevant COID requirements and maintain the necessary proof of registration and good standing.

3.6.7 The Letter of Good Standing shall be monitored for validity and renewed before expiry. Any change in status, expiry, suspension, or other matter affecting the Service Provider's good standing shall be communicated to the ERI SHEQ Department immediately.

3.6.8 The Service Provider remains responsible for ensuring that all occupational injuries and diseases involving its employees are managed, reported, and processed in accordance with applicable COID legislation and requirements.

3.7 SHE/Q Policy

SHE policy is a statement of intent and a commitment by the organisation's CE and senior management in relation to the relevant SHE roles and responsibilities, the achievement of their strategic objectives, values of integrity, customer satisfaction, excellence, and innovation. The Service Provider and all appointed contractors, if already not in place, will be required to compile an organisational SHE policy in line with their SHE responsibilities. The policy must be signed by the organisation's CE or the appointed assistant to the CE OHS Act Section 16(2). The policy must be displayed in a prominent place within the workplace. A copy of the policy must be filed in the

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contractor SHE files and attached as an annexure in the SHE Plan.

3.8 Appointments

Dedicated Employer (16) (2)

3.8.1 This appointment is made in terms of Section 16 of the Occupational Health and Safety Act 85 of 1993. A 16(2) Appointment does not alleviate the 16(1) from his/her responsibilities with regards to Occupational Health and Safety issues but allows a 16(2) to assist the 16(1) in his/her responsibilities. Service Provider's shall appoint a 16(2) and a copy of the appointment shall be placed in the SHE file.

3.8.2 Ensure that the minimum legislative and Eskom SHE requirements are complied with on all work sites.

3.8.3 Stop any work that is not in accordance with the safety and health plan or if such work poses a threat to the safety and health of persons or a risk of degradation to the environment.

3.8.4 Ensure that risk-based personal protective equipment (PPE) has been issued and employees wear/use the PPE as instructed.

3.8.5 Inspect such PPE on a regular basis and record the inspections.

3.8.6 Ensure that all incidents are reported to the client and are investigated.

3.8.7 Be involved in all investigations that occur within their area of responsibility.

3.8.8 Ensure that employees under their control are conversant with all relevant work procedures and that they adhere to such procedures.

3.8.9 Before the commencement of any work, where possible, assist in the conducting of risk assessments and ensure that appropriate mitigating measures have been considered and implemented.

3.8.10 Ensure that no alcohol or other intoxicating substances are brought on to, or remains on, the premises/work sites and that no employee remains on site if he/she is under the influence. Furthermore, report such instances to contract management.

3.8.11 Not victimise their employees by virtue of their employee's divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements (reference – section 26 of the OHS Act).

3.8.12 Where any work is performed which involves the environment, ensure that minimal damage is done to the environment and that where an Environment Management Plan is in place, then the plan adhere to the plan.

3.8.13 Stop any employee or contractor from performing work which is not in accordance with the Service Provider and or appointed contractors' health and safety plan which poses a threat to the health and safety of persons.

3.9 Personal Protective Equipment (PPE) GSR 2

3.9.1 Every Service Provider shall issue his/her employees with PPE as per General Safety Regulations 2. If additional and/or specialised PPE is required to address hazards as per the scope of work to be performed, the service provider shall provide such PPE. PPE shall be inspected every month and results of such inspections recorded.

3.9.2 Personal Protective Equipment shall include, but will not be limited to, the following:

a) Eskom approved head protection.

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b) Foot protection.
c) Hand protection.
d) Protective clothing e.g. overalls; gloves.
e) Reflective vests.

3.9.3 Personal Protective Equipment shall be maintained in a good and clean condition. Torn (damaged) equipment should be replaced when necessary.

3.9.4 Personal Protective Equipment shall comply with Eskom PPE Requirements (240-44175132).

3.10 Incident Reporting and Investigation

3.10.1 All incidents, including near misses and other reportable occurrences, arising from or occurring during the execution of auditing activities within the approved scope of work shall be reported within twenty-four (24) hours using the prescribed Initial Notification of Occurrence.

3.10.2 In addition to the formal written notification, the Service Provider shall immediately report any incident telephonically and/or in person to the designated Eskom Rotek Industries (ERI) responsible person.

3.10.3 The 32-95 Incident Management Procedure shall be implemented to determine the responsible Business Unit (BU) and establish the appropriate level of incident investigation. The responsible BU shall determine whether the investigation will be conducted by ERI or by the Service Provider.

3.10.4 Where the Service Provider is instructed to conduct the investigation, the investigation shall be undertaken by a suitably competent and authorised incident investigator in accordance with the applicable ERI requirements and procedures.

3.10.5 The Service Provider shall submit the completed incident investigation report to the relevant Eskom Rotek Industries SHEQ Department within four (4) working days of the incident occurring, unless an alternative timeframe is formally agreed with the relevant ERI responsible person.

3.10.6 The Service Provider shall fully cooperate with any incident investigation conducted by ERI and shall provide all required information, documentation, witness statements, evidence, and other relevant records necessary to establish the circumstances, root causes, and corrective actions arising from the incident.

3.10.7 The investigation report shall cover the following aspects:

a) Scope of Work.
b) Project Reporting Structure.
c) Investigation Team.
d) Interviewees and Statements.
e) Dates when Investigation took Place.
f) Sequence of Initial Events.
g) Root and Contributory Causes.
h) Management and System Shortcomings.
i) Immediate Corrective Action.

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j) Preventive Action.
k) Conclusion.
l) Appendices.
m) Photographs of Incident.

3.11 Risk Assessments

3.11.1 A baseline risk assessment shall be provided to Eskom Rotek Industries before the work is to be performed or during the tender phase.

3.11.2 Every risk assessment conducted, either by ERI or Service provider shall be discussed with employees performing the work and a register signed for verification purposes.

3.11.3 Environmental aspects and impacts shall be recorded as part of the baseline and risk assessment.

3.11.4 Where any other person, other than the team performing the actual work may be impacted by the hazards and risks of the activity being performed, those other persons must also be aware of and sign the risk assessment.

3.12 Inspection and Audit Reports

ERI can at any time request previous audit reports, action plans and form part of any audit at any BU under ERI. Findings from the inspection or audit shall be closed out as per the report close out date. Where any deviations are found, a System Deficiency Report (SDR) shall be issued to the BU. A copy of the inspection or audit report must be kept in Business Units document management system together with a copy of any SDR's that were issued.

3.13 Environmental Management

3.13.1 The Service Provider shall provide appropriate environmental awareness training to all employees and personnel involved in the execution of the contract.

3.13.2 The awareness training shall, as a minimum, address:

a) Environmental management requirements applicable to the scope of work.
b) Identification, segregation, handling, storage, and disposal of different types of waste.
c) Prevention of pollution and environmental contamination.
d) Protection of water resources and prevention of water pollution.
e) Basic oil spill prevention and response measures.
f) Reporting of environmental incidents and environmental non-conformances.

3.13.3 Records of environmental awareness training shall be maintained and made available for inspection. Proof of training shall be included in the project SHE File.

3.14 Oil Spill Management

3.14.1 Where the scope of work presents a potential risk of oil or hydrocarbon spills, the Service Provider shall ensure that all relevant employees are adequately trained in oil spill prevention and management.

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3.14.2 The Service Provider shall ensure that appropriate spill response equipment and materials are available at the work area where required.

3.14.3 Proof of oil spill management training shall be maintained and included in the project SHE File.

3.15 Life Saving Rules

3.15.1 Eskom places a high value on health and safety and urges every organization that undertakes work for Eskom to do the same.

3.15.2 Eskom has developed six life-saving guidelines that will apply to all Eskom/ERI employees, agents, consultants, and contractors. Any Eskom employee or employee of a Main Contractor or appointed contractor who fails to follow these rules would be deemed a serious violation. These rules are in place to protect any employee, labour broker, or contractor working from significant injury or death.

3.15.3 If any contractual work (including delivery of any product) is to be undertaken on Eskom premises, the rules shall be obeyed by any contractor and their employees.

3.15.4 Compliance and adherence to Eskom/ERI Life Saving Rules, which consist of the following:

Rule	Description of Rule
Rule 1	**Open, Isolate, Test, Bond and/or Insulate Before Touch** No person may work on any electrical network unless: • He/she is trained and authorised as competent for the task to be done. • A pre-task Risk Assessment to identify all risks and hazards has been conducted prior to any work commencing. • An equipotential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved procedures. • He/she follows the applicable Operating Regulations for High Voltage Systems (ORHVS) or Plant Safety Regulations (PSR) requirement or any other related standard, procedure and outcome of Risk Assessment fit for the type of work or task to be performed. • The authorised person (Team Leader) has certified and shown all Team Members that the apparatus is safe to work on.
Rule 2	**Hook Up at Heights** • Working at height is any work performed above a stable work surface, or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into. • No person may work at height where there is a risk of falling unless: o A pre-task Risk Assessment to identify all risks and hazards has been conducted prior to commencing any work at height. o You are appropriately trained.
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/or alcohol.

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Rule	Description of Rule
Rule 5	**Ensure you have a Permit to Work** • Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS), etc. • No plant is to be returned to service without the cancellation of all permits on the plant in accordance with procedure.
Rule 6	**Ensure Safe Live Working** • Ensure all live work basic principles are adhered to, as outlined (for the method being used) in the High Voltage Live Working Standard for the respective division. • Only perform live work (never mix live and dead work on the same site at the same time). Observe and maintain the minimum approach distance (MAD).

Table 1: Life Saving Rules

3.16 Omissions from the Safety, Health, and Environmental Requirements

3.16.1 In developing this SHEQ Requirements, Eskom Rotek Industries has endeavoured to identify and address the critical Safety, Health, Environmental and Quality (SHEQ) requirements applicable to the services to be performed. The requirements are intended to assist the Service Provider in ensuring the health, safety, and wellbeing of all persons who may be affected by the execution of the work.

3.16.2 Should the Service Provider identify any SHEQ risks, requirements, activities, or aspects relating to the scope of work that have not been adequately addressed in these requirements, such matters shall be included in the Service Provider's SHE Plan.

3.16.3 Any identified omissions or additional SHEQ requirements shall be formally brought to the attention of the Business Units during the contract finalisation and/or prior to commencement of the relevant work.

3.16.4 The identification of an omission from these requirements shall not relieve the Service Provider of its legal, contractual, or duty-of-care obligations to identify and manage all reasonably foreseeable SHEQ risks associated with the work.

3.17 Non-Conformance and Compliance

3.17.1 Any failure by the Service Provider to comply with the requirements of this SHEQ Requirements, applicable legislation, contractual requirements, or ERI SHEQ standards shall constitute a non-conformance and may result in corrective action and/or disciplinary, contractual, or other appropriate measures in accordance with applicable Eskom Procurement and Supply Management procedures and contractual conditions.

3.17.2 The Service Provider shall have and implement a documented Non-Conformance Management Procedure for the identification, recording, investigation, corrective action, and close-out of non-conformances.

3.17.3 Where non-conformances are identified against a Business Unit (BU) or other responsible party, the Service Provider shall formally communicate the non-conformance to the relevant responsible person and ensure that the prescribed close-out process is followed.

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3.17.4 The procedure shall clearly define the responsibilities, timeframes, escalation requirements, corrective actions, verification, and close-out process for all non-conformance reports.

3.17.5 All non-conformances issued by or to the Service Provider shall be monitored to ensure that corrective and preventative actions are implemented within the prescribed timeframes.

3.17.6 Service Provider management shall actively monitor the progress and close-out of all outstanding non-conformances. Failure to adequately monitor and close out non-conformances may result in escalation and further contractual action.

3.17.7 Where a non-conformance is issued by the Service Provider to an ERI Business Unit, the responsible General Manager shall be required, where applicable, to address the non-conformance, provide an explanation of the circumstances, and identify the corrective and preventative measures to be implemented to prevent recurrence.

3.17.8 Evidence of the implementation and effectiveness of corrective and preventative actions shall be retained and made available to the ERI SHEQ Department upon request.

3.18 Personal Protective Equipment (PPE)

3.18.1 The Service Provider shall provide appropriate and compliant Personal Protective Equipment (PPE) to all employees and other persons under its control who may be exposed to hazards associated with the execution of the work.

3.18.2 The Service Provider shall ensure that PPE is suitable for the identified risks, appropriate to the task being performed, maintained in good condition, readily available, and replaced when damaged, defective, or no longer fit for purpose.

3.18.3 The Service Provider shall ensure that employees are adequately trained and instructed in the correct selection, use, care, storage, and limitations of the PPE provided.

3.18.4 The Service Provider shall enforce the correct and consistent wearing of prescribed PPE within the work area.

3.18.5 Where PPE is required for visitors entering the work area, the Service Provider shall ensure that the appropriate PPE is made available and that visitors are informed of and comply with the applicable PPE requirements.

3.18.6 Failure to provide appropriate PPE, failure to enforce the wearing of prescribed PPE, or allowing employees or visitors to enter or work in designated areas without the required PPE shall be regarded as a serious SHEQ non-conformance and a breach of applicable legislative and ERI requirements.

3.18.7 The Service Provider shall take immediate corrective action where any PPE non-conformance is identified and shall ensure that the matter is formally recorded and closed out in accordance with the applicable non-conformance management procedure.

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4. ACCEPTANCE

This document has been seen and accepted by:

Name	Designation
Diane Maunatlala	OHS Manager

5. DEVELOPMENT TEAM

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

- Lindani Jaca

6. ACKNOWLEDGEMENTS

Diane Maunatlala.

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