

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The purpose is to provide a scope of work for the Contractor to provide cleaning services for the power stations outside ash plant, inside ash plant (DHP) and Turbine plant to keep the area and the equipment free of dirt and debris which could affect the plant's performance and reliability if not handled correctly. The duration of the contract will be 60 months (5 years).

1.2 Employer's requirements for the service

1.2.1 Description of the Work

In this context clean is defined as a state free from accumulated dust, debris, ash, grease, oil, litter, standing water, or any other material that constitutes a safety, environmental, or operational hazard. The scope covers ash plant inside and outside as well as Turbine plant.

1.2.1.1 Outside Ash Plant

This scope of work is to cover the following areas:

- ✓ Transfer house E
- ✓ Transfer house F
- ✓ All chutes
- ✓ All conveyor tail and head stations
- ✓ Overland conveyors
- ✓ Extendible conveyors
- ✓ Shiftable conveyors
- ✓ Spreader machine (link, boom, chutes, tripper car and crawlers)
- ✓ Stacker Machine (link, boom, chutes, tripper car and crawlers)

Plant Areas			
	Dust Handling Plant	Frequency	Scope of Work
1.1	Chutes	Minimum Once per shift and any other time when required.	Unblock choked chutes. Remove any ash that is stuck on the side (liners) of the chutes.
1.2	Transfer house E	Minimum Once per shift and any other time when required.	Clean all ash deposits and spillages at E house inside and outside. Clean all ash on the drives and hydraulic equipment at E-house. Ensure the concrete slabs are always free of ash build-ups. Remove all debris and litter in and outside of transfer house.
1.3	Transfer house F	Minimum Once per shift and any other time when required.	Clean all ash deposits and spillages at E house inside and outside. Clean all ash on the drives and hydraulic equipment at E-house. Ensure the concrete slabs are always free of ash build-ups. Remove all debris and litter in and outside of transfer house.

1.4	Conveyor tail and head stations	Minimum Once per shift and any other time when required	Continuously clean pulleys and drives. Clean underneath the stations to remove ash spillages.
1.5	Overland conveyors (00ETK12&22)	Minimum Once per shift and any other time when required	Unload conveyors as and when required. Remove all ash spillages and build ups around idlers and along the length of the conveyor. Continuously clean underneath the conveyor. Ensure the tunnel under the overland conveyor is continuously cleaned. Remove all debris and litter along the conveyor including but not limited to broken and unused equipment.
1.6	Extendible Conveyors (00ETK13&14)	Minimum Once per shift and any other time when required	Unload conveyors as and when required. Remove all ash spillages and build ups around idlers and along the length of the conveyor. Continuously clean underneath the conveyor. Remove all debris and litter along the conveyor including but not limited to broken and unused equipment.
1.7	Shiftable Conveyors (00ETK23&24)	Minimum Once per shift and any other time when required	Unload conveyors as and when required. Remove all ash spillages and build ups around idlers and along the length of the conveyor. Continuously clean underneath the conveyor. Remove all debris and litter along the conveyor including but not limited to broken and unused equipment.
1.8	Spreader Machine	Minimum Once per shift and any other time when required	Unload conveyors and dispose of ash properly on an as and when required. Remove all ash spillages and build ups around idlers and along the length of the conveyor (link and boom). Continuously clean underneath the conveyor. Remove all debris and litter along the conveyor including but not limited to broken and unused equipment.
1.9	Stacker Machine	Minimum Once per shift and any other time when required	Unload conveyors as and when required. Remove all ash spillages and build ups around idlers and along the length of the conveyor. Continuously clean underneath the conveyor.
2.0	Support structures and roofs	Minimum Once per shift and any other time when required	Remove any ash buildups.
2.1	General cleaning	Continuous	Ensure all areas to be covered in this scope are always clean.

1.2.1.2 Inside Ash Plant

Inside ash plant comprises of the following areas:

- ✓ Dust Handling plant
- ✓ Ash Conditioning plant
- ✓ Ash conveying plant

Dust Handling plant	Unit	Scope of Work
Top Bunker Conveyors	U1-U6	Clean ash at top bunker level
Bucket elevator		Unblock chocked conveyors
First and Second Collecting Conveyors		Unblock bucket elevators
Primary conveyors		Clean around bucket elevator
		Clean on top of collectors
		Unblock collectors
		Clean on top of primary conveyors
		Clean precip floor and roads

Ash Conditioning Plant	Unit	Scope of Work
Conditioners	FAB 1-3	Unblock conditioners
Conditioner Belts		Clean the conditioner floor
		Unload belts and clean/unblock chutes
		Clean underneath belts and floors

Ash Conveying plant	Unit	Scope of Work
Transverse conveyors (00ETK 11&21)	00ETK 11&21	Clean underneath belts and all in loading chutes from units.
		Clean ash build-ups underneath and around idlers
		Keep all tunnel houses free of ash and other debris, including walkways

1.2.1.3 Turbine Plant

The nature of rubbish/dirt to be cleaned on the station is expected to be coal, PF, wet and dry ash, normal dust settling on the plant and equipment, oil spillages, grease spillages.

The turbine plant areas to be cleaned are as follows:

- ✓ Turbine 1-6 catwalks
- ✓ Turbine Plates Turbines 1-6
- ✓ Aux Bay lifts unit 1-6
- ✓ Cable tunnel
- ✓ PAX room – Basement of SSB
- ✓ Turbine 0m level Units 1-6
- ✓ Common H2 Plant
- ✓ H2 Plants - Turbine ground floor Units 1-6
- ✓ 4.5m level including feed station Units 1-6
- ✓ 9.6m level Units 1-6
- ✓ MOT rooms Units 1-6
- ✓ Turbine Hall floor 16m level Units 1-6
- ✓ Aircon rooms Units 1-6
- ✓ All turbine staircases and rails

1.2.2 General Requirements of the works

The Power Station operates twenty-four hours per day and hence ash is produced and handled twenty-four hours per day. Equipment and sufficient staff must be available twenty-four hours per day, should breakdown of the Employer's plant occur outside the Contractor's normal working hours. The Contractor shall ensure that all the ash spillages produced. The ash Spreader and Stacker machines, as well as conveyor belts must always be available for use. Contractor's equipment breakdown does not relieve the Contractor of these obligations.

1.2.2.2 Bill of Quantity - Tools and Equipment

The Contractor will be required to supply the following equipment but are not limited to what is specified below. Any other equipment required that is not on this list shall be supplied by the Contractor as well; therefore, appropriate provisions should be made as such.

Tools and Equipment:

No	Required	Quantity
1.	Vacuum Truck	1
2.	Bob Cats	4
3.	Ride on floor scrubber	1
4.	10 Cube Tipper Truck	4
5.	Shovels	
6.	Pickaxes	
7.	Wheelbarrow	

1.2.3 Safety

The Supplier must adhere to all site-specific safety regulations and industry standards. All personnel must always wear appropriate Personal Protective Equipment (PPE) while on site.

- Equipment to be used will need to be inspected by the Eskom Safety Department for acceptance into Eskom premises.
- Plant to be utilized need to be capable of driving and navigate on unstable terrain (given the ash).
- Human resources will be subjected to vetting by the Eskom Security Department and be in possession with access control.
- Contractor must make provision adequate PPE for personnel given in dust fall condition on an operational site.

Specified safety requirements for the specific system	
System or Plant	Safety requirements
Access to Kendal site	All individuals have attended induction course, and the contractor has provided the approved Safety File
Ash plant areas	Agreement to comply to OHSA regulations (section 37 (2))
Ash plant areas	Appoint principal contractor to safely carry out construction work as per OHSA construction regulation 4
Ash plant areas	Ensure plant and equipment safety as per Kendal procedure 30/20/05-PI 001
Before starting any activity	Plant Isolation (permit to work) and tag out Procedures
Inside Kendal site	32-95, Procedure to conduct EH&S Incident Management
ENVIRONMENT Specified pollution control requirements, specified waste management requirements, specified energy efficiency requirements.	
System or Plant	Environmental requirements
CHP	Constant housekeeping to ensure safe working environment
Oil spillages to be handled as per National Environmental Management Act	
Working areas to be cleaned from ash & debris	
Working areas to be well light and ventilated	
RISK ASSESSMENT A thorough risk assessment involves identifying potential hazards, evaluating their likelihood and impact, and implementing mitigation measures to minimize risks.	
System or plant	Risk requirements
Prior and during any task every day	Safety Officer to ensure that risk assessment, and risk control &

1.2.4 General

- The *Contractor* should ensure that there is no water ingress on the drive trains, electrical components and all hydraulic equipment.
- Due to inclement weather on the Kendal ash dump and the use of water to clean the equipment, the ground upon which the shiftable conveyors are placed may sag and settle unevenly. The use of non-water cleaning methods will be preferred along the length of the shiftable conveyors if possible and or minimised.
- The *Contractor* is responsible for cleaning of the moving of the shiftable conveyors as well as the stacker and spreader machines in preparation of the required belt shift.
- The Contractor shall provide additional equipment and resources or arrange for additional shifts when necessary to cope with the varying workload.

1.2.5 Quality

The <i>Contractor</i> shall submit objective evidence of a developed, implemented and maintained QMS that complies with ISO 9001 or any applicable standard of quality management system (the latest applicable revision ISO 9001:2015).	
System or Plant	Quality requirements
During cleaning activities in ASH PLANT , important quality requirements include:	<p>The following documents (approved/ signed copies) shall be submitted:</p> <ul style="list-style-type: none"> • The <i>Contractor</i> shall submit a quality method statement based on ISO 9001 (Method Statement should address all the supplier business management process) • Quality Policy, aligned with the supplier’s strategic direction (documented information) • The <i>Contractor</i> shall complete and sign Form A (Enquiry/Contract/Quality Requirements for Supplier) • Control of external provided processes, product and service • Quality Objectives (documented information) • The <i>Contractor</i> shall submit a copy of documented information for roles, responsibilities, and authorities in relation to the QMS.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment
SHEQ	Safety, Health, Environment and Quality
OHSA	Occupational Health and Safety Act
TLB	Tractor, Loader-Backhoe
QMS	Quality Management System
ISO	International Organisation for Standardisation
FAB	Fly Ash Bunker
PF	Pulverized Fuel
FEL	Front End Loader
VT	Vacuum Truck

2 Management strategy and start up.

2.1 The Contractor's plan for the service

- a) The *Contractor* to submit a first plan for acceptance within (two) 2 weeks of the contract start date.
- b) The *Contractor* submits a program in MS Project / Primavera format (confirmation required upfront)

The program includes:

- Activities
 - Durations in hours
 - Predecessors
 - Successors
 - Total float
 - No constraints (linking to be done properly)
 - No resources
 - No unnecessary calendars (remove all)
 - No empty lines
- c) *Service manager* to accept or reject the plan within the one (1) week period.
 - d) The plan should include starting dates and end dates of the service period.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	At the start of the Contract	Kendal Power Station / MS Teams	<i>Service Manager</i> , other parties and <i>Contractor</i>
Toolbox Talk/Prioritisation meeting	Daily	Kendal Power Station	<i>Employer</i> , <i>Contractor</i> and other parties
Safety Hour	Weekly	Kendal Power Station	<i>Employer</i> , <i>Contractor</i>
Safety Meeting	Monthly	Kendal Power Station	<i>Employer</i> , <i>Contractor</i> and other parties
Risk register meeting	When the need arises	Kendal Power Station	<i>Employer</i> , <i>Contractor</i> and other parties
Overall contract progress and feedback meeting	Last Friday of every month end	Kendal Power Station	<i>Service Manager</i> and <i>Contractor</i>

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

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

2.3 Contractor's management, supervision and key people

- The *Contractor* must provide the following personnel as a minimum for the duration of the contract
 - X1 Site Manager.
 - X1 Safety Officer.
 - X1 Site Admin.
 - X4 Supervisor.
 - X50 General Worker.
 - X9 Operator.
 - X1 Operator (Ride on the floor scrubber).
- The *Contractor* must be familiar about the conditions and scope of work contained in this contract and capable to execute the work.
- The *Contractor* ensures that only competent persons be allowed to provide the service.
- The *Contractor* ensures that all necessary tools and equipments are available for the service.
- The *Service manager* is entitled to verify the qualifications of the *Contractor* and *Service manager* may, having stated his reasons, instruct the *Contractor* to remove an employee. The *Contractor* then arranges that, after one day, the employee has no further connection with the work included in this contract.
- The *Contractor* may not replace any of the key persons, without prior written request and approval thereof from the *Service Manager*.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

Document management control will be handled as per the *Employer's* document and records management procedure 32-6, 32-1 and 32-21 which is obtainable from the *Employer's Representative*. All communication will be in writing.

- Each instruction, certificates, submissions, proposal, records, acceptance, notification, reply and other communication which this contract requires is communicated in the form of which can be read, copied and recorded.
- All procedures, work instructions, forms and all contractual communications must be controlled for the duration of the contract.
- All contractual communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself.
- Monthly/weekly reports to be discussed, compiled and handed over to the *Employer's representative*.
- All NEC standard forms should be used, e.g. Task orders, Early Warnings, Defect certificates and Assessments.
- On completion of the contract all documents, records and files relating to the contract need to be submitted to the *Service Manager* for record keeping.

2.6 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

The *Contractor* shall address the tax invoice to
Eskom Holdings SOC Ltd
Kendal Power Station
Private Bag X7272
Emalahleni
1035

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;

All invoices must be submitted to invoiceseskomlocal@eskom.co.za after the service have passed the quality control processes which include approved service entry.

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

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

2.7 Contract change management

Any task or service that affects the prices or has the potential to do so, is immediately communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation. After consideration, approval may be given by the *Service Manager*, and the *Contractor* may implement the compensation event accordingly.

All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only.

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

The *Contractor* keeps accurate and complete books of accounts, records and other evidence relating to the actual costs. Records and accounts must reflect all the work done on the contract. These are open to audit. All documentation is kept by the *Contractor* for a period of five (5) years following completion of the contract. This information must be kept up to date at all times.

The *Contractor* may be requested to submit to the delegated *Service Manager* proof of costs incurred, which may include the following:

- The number and grading of employees within the working areas.
- The number and grading of employees outside the working areas.
- Copies of their daily time cards.
- Cost allocation.
- Payroll registers.
- Schedule of equipment and timesheets, and
- Any other information the *Service Manager* reasonably requires.

2.9 Insurance provided by the *Employer*

As per Core Clause Z12.2 stated in C1.2a TSC3 Contract Data (Data Provided by the *Employer*) of this NEC3 TSC3 document.

2.10 Training workshops and technology transfer

Kendal Power Station will from time to time schedule Plant Safety Regulations training, it is the responsibility of the *Contractor* to book his personnel for the training.

2.11 Things provided at the end of the *service period* for the *Employer's* use

2.11.1 Information and other things

All records, data books, inspection reports, access cards, etc related to the works.

2.12 Management of work done by Task Order

The *Service Manager* issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications and procedures and any other constraints the *Contractor* complies with in providing the works. The Task Order is issued before the *Contractor* provides the work.

The *Service Manager* issues Task Order to the *Contractor* in a timely manner that allows the *Contractor* to properly plan the work within the time periods stated on the Task Order.

The *Service Manager* issues to the *Contractor* any information relative to the *Employer's* need and circumstance surrounding forecast future work required from the *Contractor*. This information allows the *Contractor* to provide staff in a cost-effective and efficient manner.

No work is to start unless a task order is given by *Service Manager*.

Emergency Work:

The *Service Manager* may issue a verbal instruction to the *Contractor* to undertake emergency work. This verbal instruction is confirmed in writing within five (5) days from when the instruction is issued.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The contractor shall comply with Eskom's SHE (Safety, Health and Environmental) standards, the Occupational Health and Safety Act (No. 85 of 1993), and ISO 45001 safety management systems.

3.2 Environmental constraints and management

Environmental compliance is a critical component of all refurbishment and maintenance activities. These activities must strictly adhere to Eskom's Environmental Management Plan (EMP), internal environmental management standards, and all relevant legislation, including the National Environmental Management Act (NEMA) and the Hazardous Substances Act. Furthermore, all contractors shall demonstrate compliance with ISO 14001:2015 environmental management standards to ensure sustainable and responsible operations.

3.3 Quality assurance requirements

The contractor shall comply with the latest supplier quality management spec 240-10565800(QM 58) and through ISO 9001:2015 standards, adherence to relevant SANS and OEM standards (e.g., SANS 1561-1:2006 and Eskom Standard 240-97049386).

4 Procurement

4.1 Supplier Development Localisation and Industrialisation (SDL&I) Requirements

4.1.1 B-BBEE Requirements

Tenderer is required to improve and/or at a minimum maintain their BBEE status throughout the contract period.

4.1.2 Local Procurement Content

Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

4.1.3 Procurement spends on entities with a minimum 51% black ownership.

Previous tenders proven that there are small and medium companies that are interested in this space; Therefore, successful supplier will be required to subcontract some of the scope of work to capable and competent EME/QSE with at least 51% BO. The main contractor will select from designated group that are not part of their subsidiaries or having shares in that company, preferable they should be selected from local to site.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	30%	

NB: Tenderers are encouraged to make use of local to site suppliers from the Kendal Feeder areas for subcontracting opportunities

4.1.4 Jobs Opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

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

NB: Tenderers are encouraged to source candidates from the Kendal Feeder areas for job opportunities

4.1.5 Skills Development

Skills development is designed to benefit the currently unemployed graduates or those fresh from school: further education and training on campuses and universities.

The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees but only registered learners. This is how it will apply:

- ✓ This obligation will be for the duration of the contract however the supplier needs to demonstrate positive progress monthly.
- ✓ Candidates shall be sourced from previously disadvantage groups in South Africa, particularly at the site where the services will be taking place.
- ✓ The bursary must be for a minimum period of 24 months

Skill type / Occupation	Eskom target	Entry Level	Output	Tenderers Proposal
Safety Officer	2	N3/Grade 12 or Equivalent	Registration with Professional Body	
Bursary to learners at the university/university of technology	2	1 st or 2 nd	Bachelor's degree/ National Diploma	

NB: Tenderers are encouraged to source candidates from the Kendal Feeder areas for skills development opportunities.

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

4.1.6 SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the contractor.

4.1.7 Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

4.2 Corporate Social Investment (CSI)

The supplier to propose in percentage or value.

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* shall adhere to the following standards listed below:

1. OHS Act Occupational Health and Safety Act 85 of 1993
2. 32-631 Eskom approval of personnel performing quality related special processes on Eskom Plant

4.3.2 Correction of defects

4.3.2.1 Defects Correction Period

- Due to the different nature of defects, and the different risks associated with trips and load, the defect correction period as specified in the Contract data, varies per defect. The priorities are set by the Supervisor, line Manager and Operators.
- The *Contractor* shall ensure that he/she can be contacted by the *Employer* at any time.
- The *Contractor's* standby personnel shall carry cell phones/radios to facilitate quick response.

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

- The *Employer* will provide power supply, water and land for storage of equipment and material.
- Should the *Contractor* need to use any of the *Employer's* equipment, including compressed air, electricity, water supply and mobile crane, it must be specified by the *Contractor*. The *Employer* does not guarantee continuity of supply of any of these items.

4.3.4 Cataloguing requirements by the *Contractor*

None.

5 Working on the Affected Property

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

- 1) Yearly Induction is needed for access to Kendal Power Station.
- 2) Gate access permit is needed for daily entry.
- 3) Kendal Power Station site speed limit is 40KM/h.
- 4) All *Contractor* personnel to undertake Police clearance. Certificates to be provided to the *Service Manager* at least 2 weeks before commencement of work.
- 5) The *Contractor* applies for access permits for all works exceeding four (4) weeks via the *Service Manager*, who will co-ordinate this.
- 6) The *Contractor* applies for *Contractor's* Permits for all his employees and/or sub-contractors at the Security gate, at least 24 hours prior to entry of the Kendal Power Station Security Area.
- 7) The *Contractor* completes the specific form in the Kendal Power Station *Contractors* Safety Manual, listing all of the personnel that he intends using on site.
- 8) The completed list, identified with the *Contractor's* name, contains the following information: •
 - o Employee Name
 - o Employee ID Number
 - o *Eskom* Safety Co-ordinator signature
 - o *Eskom* Project Manager signature
 - o Validity Date
- 9) No permits are issued to personnel who have not attended safety induction.
- 10) The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
- 11) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.
- 12) The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- 13) The *Contractor's* personnel are required to be in possession of a *Contractor's* Permit at all times inside Kendal Power Station.
- 14) All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the *works*. Failure to return the permits will result in a fee penalty for each non returned permit.
- 15) The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- 16) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- 17) The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Kendal Power Station.
- 18) Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Service Manager* and submitted to the *Employer's* Protective Services office one day prior to the visit.
- 19) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- 20) The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
- 21) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Service Manager* for consideration and approval.
- 22) The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas and ensures that his employees abide by these regulations.
- 23) Parking inside the power station is strictly forbidden, except for loading purposes.
- 24) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- 25) Security personnel may search any premises, property or person within the security area of Kendal Power Station
- 26) No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
- 27) Application forms for such permission is available from the Protective Services offices.

- 28) Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act
- 29) Vehicles to be parked in reverse.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* personnel to work the same working hours as Eskom personnel which are as follows:

Monday to Thursday -07:15 to 16:30
Friday – 07:15 to 12:15
Lunch break – 12:00 to 12:30

The *Contractor* must ensure availability of personnel for standby and call-outs when required during the weekends, public holidays and or after normal working hours.

It is very important that the *Contractor* keeps records of his people working including those of his *Sub-Contractors*. The *Service Manager* shall have access to them at any time.

5.3 Health and safety facilities on the Affected Property

Kendal power station has a medical station on site and a standby paramedics service for emergencies. There is a medical centre on site for emergency purposes, contact number 013 647 9391.

5.4 Environmental controls, fauna & flora

Hunting of animal and picking of plant is not allowed on site.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* will be exposed to multiple *Contractors* working in the same plant area, and it is the *Contractor's* duty to co-operate with the other *Contractors* and/or *Sub-Contractors* to achieve service delivery. The *Contractor* will interact with the other *Contractors* or parties to comply with statutory requirements

5.6 Records of Contractor's Equipment

The *Contractor* shall register all tools brought to site at Kendal Power Station security gate and keep the tool list safe for the duration of the contract. The *Contractor* is fully responsible for the tools brought to site.

5.7 Equipment provided by the Employer

- The *Employer* allows the *Contractor* to use Overhead Cranes and Electric Hoists, provided the *Contractor's* employees are authorised as Lifting Machine Operators.
- The *Employer* provides scaffolding; the request shall be made through the *Employer's Representative*.
- Should the *Contractor* require using any of the *Employer's* equipment, including compressed air, electricity, water supply and mobile crane, it must be specified by the *Contractor* during the kick-off meeting. The *Employer* does not guarantee continuity of supply of any of these items.
- The *Employer* shall be entitled to withdraw use of the said equipment, should proper maintenance and cleanliness not be ensured. In the event, the *Contractor* shall be obliged to provide the necessary equipment at his own cost.
- The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.
- The *Contractor's* Site Manager must ensure that any one of his employees or *Sub-Contractor* operating hoist equipment belonging to the *Employer* is authorised by an Accredited Company and retraining is done annually.
- A copy of this accredited and valid training certificate must be given to the *Employer's* Supervisor, who will then arrange access or usage.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- a) **Water**
- b) **All scaffolding needs will be provided by Kendal Power Station contract on site.**
- c) **Refuse Disposal**
 - The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
 - The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.
- d) **Supply of Electricity**
 - *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
 - The *Contractor* is to make provision for the necessary extensions and plug points.
 - The *Contractor* provides his own portable electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the works.
 - All Electrical boards must be inspected and tested before connecting to a power supply.
 - Each board brought onto site must have a Certificate of Compliance issued by an accredited person.
 - The *Contractor* will adhere to the Electrical Installation Regulations
- e) **Medical Facilities**
 - The *Contractor* provides a First Aid service to his employees and *Sub-Contractor*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
 - Outside the *Employer's* office hours, the *Employer's* first-aid services are only available for serious and life-threatening situations.
 - The *Employer* recovers the costs incurred in the use of the above *Employer's* facilities from the *Contractor*.
- f) **Toilet Facilities**
 - Temporary chemical toilets are provided by the *Contractor* were deemed necessary.
 - *Contractor* shall provide everything else necessary for providing the service.
- g) **Catering Facilities**
 - The *Contractor* is not allowed to use *Employer's* dining facilities, unless a specific agreement has been made between the *Contractor* and *Employer's* Catering and Accommodation Services (ECAS).
 - The *Contractor* may buy take away meals from fast foods outlet on site.

5.8.2 Provided by the *Contractor*

The Contractor should provide facilities they deem necessary in executing the work.

- All temporary building, cabins and containers including change rooms and all related items including but not limited to firefighting equipment.
- All hand tools and equipment, including emergency retracting air tool, flexible pipe and fittings.
- All lifting equipment and slings, and any other items in order to fulfil the scope of work.
- Communication equipment such as portable two-way radios compatible with Kendal Radio.
- Security of *Contractor's* yard and equipment.
- *Contractor* must have Transport for personnel coming to site.
- All vehicles provided by the *Contractor* must be road worthy and comply with Kendal standards.
- *Contractor* is responsible for providing PPE to all their employees coming to Kendal Power Station.
- Everything else necessary for providing the service.

5.9 Control of noise, dust, water and waste

Kendal Power station can be very dusty at times. The *Contractor* to use a dusk mask to protect themselves from dust. *Contractor* shall adhere to the Kendal waste management plan which will be shared with the *Contractor* during induction training.

5.10 Tests and inspections

- The *Contractor's* Supervisor or Site Manager shall conduct a thorough inspection after cleaning is completed.
- All work must be inspected and approved by the *Employer's* representative before it may be deemed acceptable.

6 List of drawings

6.1 Drawings issued by the *Employer*

The drawings will be provided at request, if available, otherwise a sample will be provided. All drawings will remain the sole property of Kendal Power Station.

Kendal Power Station Specific Constraints
Rev 11 August 2018
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11. Contracting Party terms and conditions of employment
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Legend for the contract persons under the NEC Family of Contracts:

Form of NEC Contract	Eskom Holdings Limited	The contract person representing Eskom Holdings Limited	The Contracting Party	Tick ✓ and highlight the box applicable to this Contract
ECC3 – The Engineering and Construction Contract	<i>The Employer</i>	<i>The Project Manager</i>	<i>The Contractor</i>	
ECSC3 – The Engineering and Construction Short Contract	<i>The Employer</i>	<i>The Employer's Representative</i>		
TSC3 – The Term Service Contract	<i>The Employer</i>	<i>The Employer's Representative</i>		✓
TSSC3 – The Term Service Short Contract	<i>The Employer</i>	<i>The Employer's Representative</i>	<i>The Contractor</i>	
PSC3 – The Professional Services Contract	<i>The Employer</i>	<i>The Employer's Agent</i>	<i>The Consultant</i>	

Legend for the contract persons under the Eskom Holdings SOC Limited Contracts:

Form of Eskom Holdings SOC Limited Contract	Eskom Holdings SOC Limited	The contract person representing Eskom Holdings Limited	The Contracting Party	Tick ✓ and highlight the box applicable to this Contract
Eskom's Standard Condition of Tendering	<i>The Purchaser</i>	<i>The End user</i>	<i>The Supplier</i>	
SC3 – The Supply Contract	<i>The Purchaser</i>	<i>The Purchaser's Representative</i>	<i>The Supplier</i>	

1. The Contracting Party notes and complies with the following:

- a) Eskom Holdings Limited reserves the right to have any of the Contracting Party's personnel removed from site without cancelling the contract if, in Eskom Holdings SOC Limited's opinion, it is warranted.
- b) Eskom Holdings SOC Limited reserves the right to request disciplinary/corrective action if, and when, required.
- c) The Contracting Party operates under the direction and instructions of the Kendal Power Station Manager or such person/s as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- d) The Contracting Party maintains a high standard of workmanship expected by Eskom Holdings SOC Limited and complies with any quality assurance and quality procedures implemented by Eskom SOC Holdings Limited.
- e) The Contracting Party provides all overalls for his staff with clearly identifying motifs.
- f) The Contracting Party provides the necessary supervision to ensure that activities are conducted safely.

2. Security Arrangements:

- a) The Contracting Party applies for a photo permit (if on site for longer than two- (2) months) at Protective Services at the Kendal Power Station main security gate, prior to the start of any work on site.
- b) All Contracting Party's personnel are issued with a temporary access permit if not on site for at least two- (2) months which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date

- c) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contracting Party supplies a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Kendal Power Station Security Area. This list is hand delivered to Protective Services, or can be faxed to (013) 647-9100. The list, identified with the Contracting Party's name, contains the following information:
- Employee name
 - Employee ID Number
 - Signature of the contract person representing Eskom Holdings SOC Limited
 - Copy of the first page of the ID book of every employee of the Contracting Party
- d) The list of details is completed on the special form attached to the Contractor's Safety Manual, available on request from the contract person representing Eskom Holdings SOC Limited.
- e) The Contracting Party's personnel are required to be in possession of their Contractor's Permits at all times.
- f) All Contractor Permits are submitted to Protective Services when the relevant personnel leave the site after completion of the work.
- g) Lost permits are paid for by the Contracting Party to Protective Services at a cost of R200,00 per lost permit.
- h) The Contracting Party's visitors and all personnel conform at all times, to the security arrangements in force at the time. Application forms for visitors are filled in by the Contracting Party's Site Manager and approved by the contract person representing Eskom Holdings SOC Limited, one- (1) day before the visit and submitted to the Protective Services office. Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- i) The Chief of Protective Services may with valid cause remove any of the Contracting Party's personnel from the site, either temporarily or permanently. He may deny access to the site to any person, whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- j) No unauthorised vehicles are allowed on site. Only the Contracting Party's vehicles with displayed Contract Vehicle Permit disks are allowed on site. Contract Vehicle Permit applications are directed to the contract person representing Eskom Holdings SOC Limited.
- k) The Contracting Party is restricted to the areas associated with his place of work. The Contracting Party is forbidden to enter any other areas, and ensures that his employees, subcontractors and/or sub consultants abide by these regulations.
- l) Parking inside the Kendal Power Station building is strictly forbidden, except for loading and off-loading purposes.
- m) No recruiting of labour, casual or otherwise, may be done on the Kendal Power Station premises, including the area outside the Kendal Power Station main security gate.

Health and Safety:

2.1.Plant Safety Regulations:

- a) Eskom Holdings SOC Limited, on request from the Contracting Party, isolates required plant from all sources of danger as described in the Plant Safety Regulations
- b) Eskom Holdings SOC Limited, on request from the Contracting Party, makes available a copy of the latest revision of the Plant Safety Regulations to the Contracting Party.
- c) The Contracting Party conforms to all rules and regulations applicable to Plant Safety and completes the Workman's Register prior to working on the plant.

2.2. Fire Precautions:

- a) Any tampering with Eskom Holdings SOC Limited's fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards are kept free of obstruction and are used for work or storage at any time. Fire fighting equipment remains accessible at all times.
- c) In case of fire, report the location and extent of the fire to the Kendal Power Station Electrical Operating Desk at 6795/6/7.
- d) Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

2.3. Reporting of accidents:

Eskom Holdings SOC Limited follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contracting Party is expected to co-operate fully to achieve this objective. The Contractor shall notify the client of any incident occurring during the contract period preferable immediately/ before end of the shift and therefore submit the notification of the incident by means of flash report within 24 hours.

NOTE: This report does not relieve the Contracting Party of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act and Eskom incident management procedure 32-95.

2.4. Speed limit:

All vehicles are driven with due consideration for personnel and property. A maximum speed limit of 40 km per hour is adhered to on the Kendal Power Station premises at all times.

2.5. Health and Safety Arrangements:

- a) The Contracting Party ensures that all his personnel attend a Health and Safety Induction Course prior to starting with the work. A SHEQ induction session is provided by Eskom Holdings SOC Limited and is valid for the duration of one- (1) year.
- b) The Contracting Party complies with the guidelines set out in the provided SHE specification. The Contracting Party shall submit a health and safety file to the client for evaluation and approval by the Safety Risk Department before taking access of the areas associated with his place of work.
- c) Kendal Power Station Safety Risk Management reserves the right and authority to visit and inspect the Contracting Party's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The contract person representing Eskom Holdings SOC Limited may instruct the Contracting Party to stop work, without penalty to Eskom Holdings Limited, where the Contracting Party's personnel fail to conform to safety standards or contravene health and safety regulations. The contract person representing Eskom Holdings SOC Limited may cause the Contracting Party to discipline his employees and to submit a disciplinary action report to Eskom Holdings SOC Limited. The Contracting Party implements additional health and safety precautions where necessary.
- e) The following Health & Safety requirements are also complied with:
 - i) The Contracting Party's proof of registration with the Compensation Commissioner and assessment of payment is verified.
 - ii) The Contracting Party demonstrates that all of his/her employees have been made aware and understand the risks and hazards associated with the type of work or activity to be carried out.
 - iii) The Contracting Party shall ensure that all employees performing work under his management have been trained and are competent to perform any work allocated to them.
 - iv) The Contracting Party demonstrates to Eskom Holdings SOC Limited that he/she is capable of providing adequate free issue (preferably SABS approved) Personal Protective Equipment (P.P.E.) for use by his employees.
 - v) The Contracting Party obtains an Eskom OHS Act section 37(2) agreement to be signed at procurement during the signing of the NEC contract, it is the responsibility of the project manager to ensure that the 37(2) agreement is signed and a copy be kept in the contractor file at procurement.
 - vi) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are.
 - vii) Noisy equipment and tools - no equipment or tools > 105dB (A) are supplied or used by the Contracting Party.
 - viii) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are. Proof is provided to Eskom Holdings SOC Limited that the sub-contractor/s has the necessary competence and resources to carry out the work safely and to ensure that the obligation of care to the environment is exercised.
 - ix) The Contracting Party complies with medical examination processes.

2.6. Vehicle and driver safety

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

Transportation of passengers

- a) The contracting party shall comply with requirements National Road Traffic Act an OHSA act.
- b) All motor vehicles driven / operated by contractors within the contract shall, in all respects, comply with the National Road Traffic Act.
- c) Eskom does not approve the conveying of passengers in the back of vehicles designed to carry equipment/loads (any truck/trailer), irrespective of whether crew cabs are fitted and seating with four-point seat belts is fitted. Eskom procedure 240-62946386.

2.7. Eskom Life Saving Rules:

- a) Five Life Saving Rules have been developed that will apply to all Eskom Holdings SOC Limited employees, agents, consultants and contractors.
- b) Due to the importance to save life's and apparatus of Eskom it is recommended that if a contractor abuse any Life saving rules, the affected work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be disciplined together. There are five life saving rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life saving Rules are as follows:

- **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.

Eskom takes a "ZERO TOLERANCE" attitude to drivers and passengers who do not wear safety belts when driving in any vehicle on Eskom Business and/or on Eskom premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of Eskom may result in Eskom terminating your obligation to perform work in terms of your contract with Eskom.

All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.

- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs or alcohol).
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

2.8. Thermal and Flash Suits – Personal Protective Equipment (If applicable)

The following Health & Safety requirements are also complied with:

- a) **Policy:**
Generation Policy GGP 36-941 Rev 0 – "SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF" was issued in February 2008, and all Generation BU's are to comply with it.

b) Standard:

Standard GGS 36-941 Rev 0 - "SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF" was issued in February 2008, and sets out the requirements to ensure safety with this plant.

c) Procedure:

A proper Procedure is required at each Station to ensure that all involved and affected staff are fully aware of the dangers attached to MV and LV Switchgear, and the approved methods of managing the risks involved.

For externally mounted Switchgear, GGS 36-942 prescribes the following standard Flash Protection Boundaries:

FLASH PROTECTION BOUNDRY	
VOLTAGE (VOLTS)	DISTANCE (METERS)
50 TO 750	0.9
750 TO 1,000	1.2
1,000 TO 11,000	4.8

2.9. Plant Safety Regulations - Appointment of a Responsible Person, Appointed Person and/or an Authorised Supervisor (36-681)

The OHS Act states that anyone entering Eskom Holdings SOC Limited's premises must adhere to its set of regulations, i.e. Plant Safety Regulations, as Eskom Holdings SOC Limited is responsible for the Contractor's safety while they are on Eskom Holdings SOC Limited's sites.

It is required that all Contractors must appoint a Responsible Person or an Authorised Supervisor to supervise work done by the Contracting Party.

An Appointed Person can be appointed by the Contracting Party to do isolations if required.

2.9.1. Process to appoint a Responsible Person, Appointed Person and/or Authorised Supervisor

The Contracting Party will identify a person who will represent him as a Responsible Person, Appointed Person and/or an Authorised Supervisor. The Contracting Party may send more than one person for training.

The appointed person/s will be trained by Eskom Holdings SOC Limited. There are two Formal sets of training, i.e. Theoretical Training and Practical Training

2.9.2. Training

i) Practical training

The Contracting Party will send a representative for training to become a Responsible Person, an Appointed Person and/or an Authorised Supervisor to be instructed in the Practical aspects of the plant, Isolations, Plant Identification, Plant systems etc.

ii) Theoretical training

During his practical training period, the representative of the Contracting Party must attend a theoretical course of 5 days for a Responsible Person and 2.5 days for an Authorised Supervisor. From the time that the person has written the Exam for the theoretical test to the time that he must appear before the Authorisation Committee is three months.

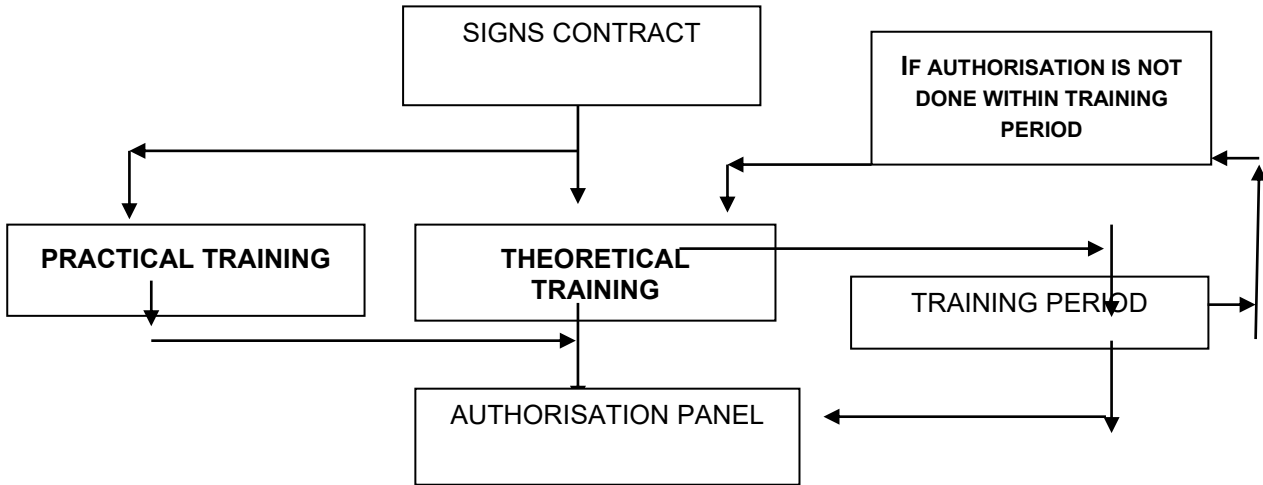
If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.

The duration and cost for Practical and Theoretical training, as a package, will be determined by Ms Matshego Koto (Legislation Instructor – Kendal Power Station).

He can be contacted at +27 13 647 6999, to arrange for training.

The costs will be handled as a compensation event.

2.9.3. Training process



2.9.3.1 Costs related to training

The Contracting Party will be responsible for all costs related to the training. The costs must be shown separately in the price list.

2.9.3.2 Accreditation and validity period and area

A certificate will be issued to the Responsible Person, an Appointed Person and/or an Authorised Supervisor which will be valid for 2 years and it will only be applicable to Kendal Power Station.

If a person who is authorised moves from one Contracting Party to another, his/her authorisation automatically lapses.

2.9.3.3 Contact Person - Kendal Power Station

Ms Matshego Koto (Legislative Instructor - Kendal Power Station) is the custodian at Kendal Power Station for the above training and accreditation and he can be contacted at Tel +27 13 647 6999.

No work will be done at Kendal Power Station by the Contracting Party if she did not appoint an accredited Responsible Person for Kendal Power Station.

2.10. Authorisation of contractors in term of ORHVS (Operating Regulations for High Voltage Systems) and PSR (Plant Safety Regulations):

Eskom Holdings SOC Limited employs many contractors to work not only on new installations but to a greater extent on existing plant and networks and the contractors are therefore required to comply with Eskom Holdings SOC Limited’s relevant regulations.

To enable contractor’s staff to be authorized as responsible persons or other authorizations in terms of the ORHVS, PSR, and Directive ESKADAAU4 there has been much speculation as to what the requirements are in terms of the OHS act.

In order to clarify these issues, many discussions with our Legal department and consulting advocates had taken place and the following are minimum requirements to ensure that reasonable steps are taken.

1. It is absolutely necessary at the outset to stipulate in the tender documents what the requirements are in terms of the ORHVS and PSR. These requirements must include (inter alia):
 - Competencies required of the contractor or their employees.
 - What knowledge of the ORHVS and PSR parts thereof, is required by the relevant persons.
 - The scope of the contractor’s responsibilities in terms of any authorizations.
 - What the contractor will be required to satisfy with respect to the requirements of the OHS Act.

2. Contracts shall include:
 - In terms of Section 37(2) of the OHS Act an agreement to ensure compliance by the mandatory with the provisions of the Act. It is not possible to quote a single standard that will cater for all contracts, each contract shall be handled on a case by case basis.
 - The above-mentioned requirements that were requested in the call for Tender.
 - The contractor's person designated in terms of Section 16 of the Act. The contractor shall also declare in writing their employees competent in terms of the relevant requirements.
3. Once a contract is awarded, the Eskom Holdings SOC Limited person designated in terms of the General Machinery Regulation 2, shall ensure the following before work in terms of the ORHVS and PSR is done.
 - The contractor or their employees shall be evaluated against the scope of authorization.
 - The Eskom Holdings SOC Limited regulations applicable to the scope of the work to be done shall be handed to the contractor. Depending on the nature of the contract it may be beneficial for the contractors person/s requiring authorization to attend the relevant formal regulation course.
 - With regard to the actual authorization the contractor shall declare in writing their Section 16 appointee competent and define the extent of his responsibility. The Eskom Holdings SOC Limited GMR2 appointee shall approve the acceptability of the contractor's Responsible Person (Section 16 appointee) or shall authorize any other duties in terms of the ORHVS and PSR
 - All authorizations shall be for specific contracts and limited to a specific time frame.
 - Notwithstanding the Section 37(2) agreement that was concluded between Eskom Holdings SOC Limited and the contractor, Eskom Holdings SOC Limited is not absolved from a "Duty of Care" requirement over the "mandatory". This implies that for example, when contractors are working on, or in close proximity to Eskom Holdings SOC Limited's live apparatus they shall be supervised to the extent of what would be considered reasonable.

2.11. Barricading / Screens and Scaffolding:

The Contracting Party provides and installs barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas. Eskom Holdings SOC Limited supplies scaffolding. Arrangements of such is made at least one- (1) week in advance by the Contracting Party. (Tampering of any approved scaffold is not allowed for any adjustments – The contract person representing Eskom Holdings SOC Limited is notified for any adjustments.

2.12. Asbestos (if applicable):

- a) All stripping of asbestos material shall be undertaken strictly in accordance with the Kendal Power Station management of asbestos and asbestos containing material work *1018298 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.
- b) The contract person representing Eskom Holdings SOC Limited advises the Contracting Party whether areas that are to be stripped of lagging have been identified as containing asbestos. If the Contracting Party is not sure whether lagging contains asbestos, he is to notify Safety Risk Management who will identify whether the lagging contains asbestos.
- c) The Contracting Party shall be obliged to ascertain from the contract person representing Eskom Holdings SOC Limited in advance whether areas required to be stripped are non-asbestos. Any contractor, other than the contractor appointed to remove asbestos shall strip lagging material containing asbestos fibres.
- d) The contractor appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

3. Construction/ Erection/ Maintenance work on site:

- a) The Contracting Party is responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- b) The Contracting Party is responsible for the safeguarding, care and security of all items whilst in the Contracting Party's custody and control, until completion of the work.
- c) The Contracting Party is responsible for all craneage and equipment that is required to complete the work.

- d) The Contracting Party is responsible to check and verify correctness of civil work installed by others prior to commencement of installation/erection.
- e) The Contracting Party is responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by Eskom Holdings SOC Limited, which are damaged and/or lost while in the Contracting Party's custody and control.
- f) The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

5. Use of Eskom Holdings SOC Limited's Tools and Equipment:

- a) For the purpose of expediting the work, Eskom Holdings SOC Limited may make facilities and services available to the Contracting Party at no cost to the Contracting Party. The Contracting Party will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) Eskom Holdings SOC Limited may allow the Contracting Party, for the execution of the work, the reasonable use of its workshop, cranes, tools and equipment, provided that the Eskom Holdings SOC Limited's own work and business are not interfered with in any manner by such use. The Contracting Party shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages as a result of any act of negligence by the Contracting Party, his employees or sub-contractor while using such workshop, cranes, tools and equipment.
- c) The Contracting Party is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by Eskom Holdings Limited which are damaged and/or lost whilst in the Contracting Party's custody and control.
- d) The Contracting Party ensures that any one of his employees or subcontractor, operating hoist equipment belonging to Eskom Holdings SOC Limited, is authorised by the Contracting Party.

6. Plant Identification Labels:

The Contracting Party replaces or repairs all plant identification labels that are removed or damaged during the execution of the work.

7. Quality Requirements:

- a) Quality requirements for Engineering and Construction Works QM 58 is adhered to. This document is available on request, from the contract person representing Eskom Holdings SOC Limited.

8. Waste Disposal:

All waste introduced to and/or produced on Eskom Holdings SOC Limited's premises by the Contracting Party for this contract, is handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

9. Hazardous substances

If any products used by the Contracting Party are classified as a hazardous substance, Material safety data sheet, must accompany delivery in accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and Hazardous chemical substance regulations.

If any hazard is identified by the Contracting Party, he immediately informs the contract person representing Eskom Holdings SOC Limited.

The Contracting Party must make sure that hazardous waste is not dumped in improper areas at the Station, it should be handled according to the above Act. The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

10. Environmental Requirements:

The Contracting Party ensures that the following environmental requirements are complied with at all times:

- Environmental Management System (ISO 14001, 2015)
- Kendal Waste and Recycling Management Work Instruction (*1024102). All waste must be disposed in a legal manner and environmental department must be provided with a waste manifest and safe disposal certificate.
- Non-Conformance, corrective and preventive Action *1017357.

- Environmental Legal and other requirements *1015685.
- Environmental communication *1015692.
- Environmental Management procedure for contractors *1018332.
- The contractor must have an oil spill kit on site and a trained person in oil spillage management.
- The contractor must provide the department with Environmental file which must be checked and approved by environmental department before the contractor can start to work.
- The contractor must report any Environmental incident immediately to environmental department.
- No water shall be drained into the clean water dam/ storm water drains.

11. Contracting Party terms and conditions of employment

The terms and conditions of employment of the Contracting Party is made available to the contract person representing Eskom Holdings SOC Limited before any work commences.

12. Rigging, working at elevated places and with mobile equipment (if applicable)

The Contracting Party ensures that:

- a) all the necessary resources (people, materials and tools, etc) are available.
- b) all his employees who are appointed in terms of the OHS Act are trained and made aware of their legal liabilities (16(2)'s, etc).
- c) all supervisors and drivers are trained in the HIRA technique of risk assessment.
- d) where applicable, special tools/auxiliary equipment such as tractors, trailers, cranes and any mobile equipment are inspected and declared fit and roadworthy for the task at hand.
- e) adequate Risk Assessments are conducted in advance to identify all the anticipated hazards associated with the task/activity. Special attention is given to rigging, working at elevated places and with mobile equipment.
- f) pre-job briefs are conducted before commencement of the planned activities. The detail of the task and the details of the anticipated hazards are explained and mitigation measures are understood by all.
- g) during the task execution regular job observations by the incumbent supervisor takes place, especially where high risks had been anticipated.
- h) for each task/activity the relevant Procedure/Works Instruction is current and approved.

13. Accommodation:

Eskom Holdings SOC Limited does not supply accommodation. The Contracting Party provides accommodation for his employees and the cost for this is deemed to be included in the contract prices.

14. Messing Facilities:

Eskom Holdings SOC Limited does not provide meals. The Contracting Party provides meals for his employees and the cost for this is deemed to be included in the contract prices. However, the Contracting Party can make use of the Tuck-shop on site.

15. Medical Facilities:

Eskom Kendal Power Station Medical Centre and Ambulance assistant facilities are available for incidents occurring within Kendal Power Station Boundaries.

Eskom Kendal Power Station Medical Centre is entitled however to recover the reasonable costs incurred in respect thereof from the Contracting Party.

After-hours all incident must be reported to Kendal Power Station Electrical Operating desk 013 647 6795, Internal Pax 7911.

16. Scrap Removal

Scrap bins are provided at set points. These are for scrap metal only and not for cement or any other form of debris. The Contracting Party takes cognizance of the fact that scrap metal and rubber are stored in two different locations.

17. Irregularities

In accordance with Eskom's Directive "ESKADABK9 - Protecting Disclosure of Crime and Irregularities in the Workplace", the Contracting Party is encouraged to report any crime and irregularities in accordance with the provisions of the Protected Disclosures Act 26 of 2000 as follows:

1. You may direct any concerns or process related queries, in writing, to the Kendal Power Station Manager.
2. Kindly include the following information with your concerns:

- 2.1: Enquiry or Purchase orders number (if available).
 2.2: Date of enquiry or purchase order.
 2.3: Name of person or buyer.
3. Contact details of the Kendal Power Station Manager is as follows:
 Kendal Power Station
 The General Manager
 Ms Tshepiso Temo
 Private Bag X7272
 Witbank
 1035 Mpumalanga
 Fax: 013 647 9115
4. Alternatively, to disclose any concerns or process related queries you may contact:
Eskom's Corporate Investigations and Security
 Phone toll free: 0800 11 27 22
 Speak to a person: (011) 800 4444
 Via the Internet: ciands@eskom.co.za

All information will be handled and dealt with extreme confidentiality.

18. Abuse of alcohol and/or intoxicating substances

Eskom Kendal Power Station will test the Contracting Party's employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. The Contracting Party informs his employees that such behaviour is in contravention of the Occupational Health and Safety Act and Eskom Life Saving Rules Procedure (Rule 4 :Be Sober). The Contracting Party shall enforce compliance to these rules and implement disciplinary measures where the rules are contravened. Should such behaviour persist, Eskom Holdings SOC Limited reserves the right to review this contract. The Contracting Party's co-operation in this regard is paramount.

19. Assessment and Invoicing

To enable payment, the Contracting Party ensures conformance to the following:

- An official 4500..... Order Number is available BEFORE commencing work.
- An assessment is jointly completed by the contract person representing Eskom Holdings Limited and the Contracting Party and that they are in agreement on at least the following:
 - * Completed scope
 - * Completed quantity
 - * Value of work completed
- Preparation of an invoice in accordance with the assessment and deliver it directly to the Accounts Payable Department at the Commercial Building, Kendal Power Station.
- A copy of the invoice is forwarded to the contract person representing Eskom Holdings SOC Limited.

Invoices - Value-Added Tax Act No 89 of 1991 (the VAT Act)

A valid invoice is an invoice that corresponds per line to the applicable valid order, complies with all tax law requirements and is addressed to Eskom Holdings SOC Limited for attention, Kendal Power Station.

Particulars to be included on the Contracting Party's Tax Invoice:

Contract number and/or Order number

The word "TAX INVOICE" in a prominent place (preferably at the top of the page)

An individual serial number (tax invoice number)

Name, address and VAT registration number of the Contracting Party *

Name, address and VAT registration number of Eskom Holdings SOC Limited *

(Eskom Holdings SOC Ltd, Kendal Power Station - VAT No 4740101508)

Date of issue of Tax Invoice

A full and proper description of goods delivered and/or service/s rendered

Quantity or volume of goods or services supplied *

Where the supply is subject to VAT at the standard rate, the following in Rand:

- The value, VAT amount and consideration OR
- The total consideration with a statement that VAT is included @ 15% OR
- The total consideration and the amount of VAT charged

Address where service was rendered

Value and VAT amount

Task Order number

Discounts

- * These two requirements do not apply where the consideration (VAT inclusive amount) is less than R3 000,00.

Scanned tax invoices sent by e-mail are not acceptable to Eskom Holdings SOC Limited- only original tax invoices are considered for payment.

Address where invoices are to be forwarded

invoicesseskomlocal@eskom.co.za

20. Cost Price Adjustment (CPA) implementation

If CPA is applicable, the contract person representing Eskom Holdings SOC Limited and the Contracting Party confirms the increase/decrease with the buyer BEFORE the revised prices are stated on the Invoice.

21. Invoice price versus order price

It is important that the value stated on the Invoice corresponds with the Order. If the Invoice value is different to the Order value payment is likely to be delayed. The Contracting Party confirms that there are no discrepancies on the Invoice to ensure timely payment in accordance with the contractual terms of payment. Any discrepancies are resolved by the Contracting Party with the Buyer BEFORE it is submitted for payment.

22. Labour

All labour laws must be adhered to.