

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

This contract provides for the delivery of industrial cleaning and contamination management services at Kendal Power Station. The services focus on maintaining acceptable housekeeping and contamination control standards within the Coal Plant and Auxiliary Plant areas in order to support safe and reliable power generation operations.

The scope of the service includes the cleaning of coal handling facilities, coal conveyors, transfer houses, chutes, substations, cable tunnels, cooling systems, and associated infrastructure. Cleaning activities aim to remove coal dust, ash, debris, grease, oil, and other contaminants that accumulate during normal plant operations and which may affect plant safety, asset integrity, or operational efficiency if not controlled.

The work will primarily be carried out within the coal handling plant, coal stockyard areas, conveyor systems, boiler house coal feed systems, and various auxiliary plant facilities including cable tunnels, cooling water plant areas, substations, switchgear rooms, and station infrastructure.

The services involve a combination of manual and mechanised industrial cleaning activities, including sweeping, vacuum cleaning, removal of spillages, dust control, housekeeping of plant areas, and waste removal. These activities support contamination control and maintain operational access, safe working conditions, and equipment reliability across the plant.

The contractor will be required to provide the necessary labour, supervision, specialised cleaning equipment, and operational management to deliver the services on a continuous basis during operational hours, with provision for standby resources to address emergency spillages, abnormal plant conditions, and outage cleaning requirements.

The contract is intended to support Kendal Power Station's operational objectives of maintaining plant safety, protecting critical infrastructure from contamination-related damage, and ensuring compliance with applicable safety, health, and environmental requirements.

1.2 Employer's requirements for the service

1.2.1 Service objective

The Employer requires the Contractor to provide industrial cleaning and contamination control services for the Coal Plant and Auxiliary Plant facilities at Kendal Power Station. The service shall ensure the systematic removal of ash, coal dust, debris, grease, oil and other contaminants in order to maintain plant safety, protect plant equipment, prevent premature equipment failures and ensure compliance with Safety, Health and Environmental (SHE) requirements.

1.2.2 Cleaning Standard and Performance Requirements

The Contractor shall maintain all areas included in the scope in a clean condition defined as being free from excessive accumulation of dust, debris, ash, grease, oil, litter, standing water or other contamination that may indicate poor housekeeping or present a risk to safe plant operation.

The Contractor shall ensure that contamination and spillages are removed promptly and that plant areas are maintained in accordance with the minimum cleaning standards defined in this scope. Any defects or spillages identified shall be addressed immediately irrespective of the defined cleaning frequency.

1.2.3 Scope of Service Areas

The Contractor shall provide cleaning services for coal handling facilities and associated infrastructure including:

- Coal conveying systems and transfer houses
- Coal handling chutes
- Surge bins and terrace bins
- Coal bunkers and associated feed systems
- Coal stockyard areas
- Drive houses and conveyor support structures

The Contractor shall also provide cleaning services in auxiliary plant areas including but not limited to:

- Cable tunnels
- Cooling towers and cooling water systems
- Substations and switchgear rooms
- Auxiliary equipment rooms
- Pump pits and plant basement
- Station roads, walkways and external plant areas

1.2.4 Operational Requirements

The Contractor shall provide cleaning services on a continuous basis during operational working hours and ensure that sufficient resources are available to maintain required cleanliness standards across all areas included in the scope.

The Contractor shall also provide standby resources to respond to emergency cleaning requirements, spillages, and abnormal operating conditions such as blocked coal chutes or excessive material build-up. Cleaning activities shall continue during plant outages where access is permitted.

1.2.5 Contamination Management

The Contractor shall manage the removal and disposal of materials resulting from plant operations including coarse and fine coal, ash, pulverised fuel, dust accumulation on plant equipment, and minor oil and grease contamination. The quantities of such materials may vary depending on plant operating conditions and seasonal factors.

The Contractor shall ensure that spillages and accumulated materials do not obstruct plant access, drainage systems or plant operation.

1.2.6 Cleaning Methodologies

Cleaning activities may include, but are not limited to:

- Sweeping and manual cleaning
- Vacuum cleaning
- Removal of coal spillages and debris
- Dusting and damp cleaning of plant equipment
- Water washing where appropriate
- Removal of oil and grease contamination
- Cleaning of floors, structures, conveyors, equipment and plant areas

Cleaning activities shall be carried out with due care to avoid damage to plant equipment, electrical components and moving machinery.

1.2.7 Contractor Resources

The Contractor shall provide the necessary personnel, supervision, cleaning equipment, tools and operational management required to perform the services effectively. The Contractor shall also provide specialised equipment required for industrial cleaning activities such as vacuum trucks, loaders, road sweepers and other plant as required for the execution of the service.

1.2.8 Integration with Station Operations

The Contractor shall coordinate cleaning activities with station operations and maintenance teams. The Contractor shall participate in operational coordination meetings and comply with station work management processes.

Where cleaning activities require access to plant areas under permit conditions, the Contractor shall obtain and comply with the relevant plant safety permits and regulations before commencing work.

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

The *Contractor* shall prepare and submit a Contractor's Plan in accordance with Clause 21 of the NEC3 Term Service Contract. The plan shall describe how the Contractor intends to deliver the industrial cleaning services for the Coal Plant and Auxiliary Plant areas at Kendal Power Station.

The Contractor's Plan shall include, but not be limited to:

a) Cleaning programme and scheduling

The Contractor shall develop a cleaning programme that identifies the sequence, frequency and timing of cleaning activities for all plant areas included in the scope. The programme shall demonstrate how the Contractor will maintain the required housekeeping standards and respond to contamination build-up or spillages.

b) Resource plan

The Contractor's Plan shall include a detailed allocation of personnel, supervision, and cleaning teams assigned to the coal plant and auxiliary plant areas, including provision for additional resources during abnormal conditions such as excessive coal spillages or blocked chutes.

c) Equipment deployment plan

The Contractor shall identify all equipment to be used in delivering the service, including industrial cleaning equipment and plant required for removal of coal spillages, debris and contamination.

d) Response to abnormal operating conditions

The Contractor's Plan shall describe how cleaning services will be maintained during outages, rainy seasons, abnormal coal spillages, blocked chutes or other plant conditions that may require additional resources.

e) Safety and permit compliance

The Contractor's Plan shall demonstrate compliance with plant safety regulations and permit-to-work systems applicable to the areas where cleaning activities are performed.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Daily	To be confirmed	<i>Employer Supervisor, Contractor</i>
Overall contract progress and feedback	Monthly	To be confirmed	<i>Employer Supervisor, Contractor and ____</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 shall provide adequate management and supervision to ensure the effective delivery of the cleaning services throughout the service period.

The Contractor shall maintain a base workforce and supervisory structure appropriate for the scope of work and operational requirements of the power station.

At a minimum the Contractor's organisation shall include:

- Site Manager responsible for overall contract management
- Supervisors responsible for daily supervision of cleaning teams
- Safety Officer responsible for health and safety compliance
- Cleaning personnel assigned to coal plant and auxiliary plant areas
- Equipment operators responsible for operation of cleaning machinery

The Contractor shall appoint at least one supervisor per shift who is authorised to obtain plant work permits where required for cleaning activities. The base cleaning teams shall include personnel assigned to both coal stockyard operations and auxiliary plant areas to ensure that all areas included in the scope are adequately serviced. The Contractor shall submit an organisational structure and organogram identifying key personnel, reporting lines, and responsibilities for managing the service.

2.4 Documentation control

The Contractor maintains a document control system for all documents and communications related to the service.

Formal contractual communications between the Contractor and the *Service Manager* are issued as properly compiled letters or forms attached to emails. Contractual instructions and notices are not issued in the body text of emails.

The Contractor maintains records of operational documentation including daily cleaning reports, records of spillages and cleaning activities, and safety documentation where applicable.

All issued shop paper and PMs shall be returned filled and signed by executed personnel and handed back to Employer Supervisor daily when work is completed.

The PTW documentation should be kept safe at all times by the Contractor Responsible Person.

2.5 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

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 emailed to invoiceseskomlocal@eskom.co.za

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.

2.6 Contract change management

- Changes to this contract do not automatically grant the Contractor legitimate right to compensation events, claims or proceedings Either party may request a contract change provided that such changes are formally communicated prior to implementation The Contract Manager assesses and documents the potential impact of a proposed contract change before presenting it to the Compensation Events Committee
- The Contract Manager has the right to reject a change and specify his reasons No proposed contract change will be implemented by the Contractor without prior approval of the Contract Manager Unless the Contract expressly agrees otherwise in writing the Contractor continues to provide the works in accordance with the Works Information Service Information and this contract as if the proposed contract change does not apply Any discussions, negotiations or other communications which may take place between the Contract Manager and Contractor in connection with any proposed contract change, including submission of any change communications is without prejudice to the Employer other rights under this Contract.
- Each party bears its own costs in relation to the preparation and agreement of each change request and impact assessment

2.7 Insurance provided by the *Employer*

As stated in the Contract Data (Data Provided by the Employer) of this NEC3 TSC3 document.

2.8 Training workshops and technology transfer

The Contractor shall ensure that all personnel deployed under this contract are competent and adequately trained to perform the required industrial cleaning activities within an operational power station environment. Training shall include, but not be limited to:

- Safety training applicable to power station environments
- Compliance with the Occupational Health and Safety Act and Eskom safety rules
- Safe operation of cleaning equipment and machinery
- Safe cleaning practices around electrical equipment, rotating machinery and confined spaces

Where required, the Contractor shall conduct on-the-job training for cleaning personnel and equipment operators to ensure compliance with plant safety procedures and operational requirements.

The Contractor shall also ensure that supervisory personnel responsible for cleaning operations are competent to obtain permits to work and coordinate cleaning activities within the plant safety system.

2.10 Design and supply of Equipment

The Contractor shall supply all tools, plant and specialised equipment required to perform the industrial cleaning services described in this contract.

Equipment to be provided by the Contractor may include, but is not limited to:

- Vacuum trucks
- Front-end loaders
- Bobcat loaders
- Road sweepers
- Tipper trucks
- Manual cleaning tools such as shovels, wheelbarrows and brooms
- Dust blowers and hose systems for cleaning operations

The Contractor shall ensure that all equipment supplied is suitable for operation within an industrial power station environment and is maintained in a safe and serviceable condition throughout the service period.

Where specialised equipment is required to remove spillages or debris that could affect plant operation, the Contractor shall ensure that such equipment is available without delay to maintain plant cleanliness and operational reliability.

The design, supply, operation and maintenance of all equipment provided by the Contractor shall remain the sole responsibility of the Contractor.

2.11 Management of work done by Task Order

Task Orders may be issued for work that cannot reasonably be planned as part of the normal routine cleaning programme, including but not limited to:

- emergency removal of excessive coal spillages or material accumulation,
- intensive cleaning required during plant outages,
- cleaning required following abnormal plant operating conditions,
- additional cleaning required to restore safe operating conditions within coal handling or auxiliary plant areas.

These types of activities arise due to operational conditions within the coal handling plant and auxiliary plant areas and may require additional resources or equipment to be deployed.

a) Task Order Instruction

Task Orders will be issued by the Service Manager in accordance with Clause X19 of the NEC3 Term Service Contract. A Task Order will include:

- a description of the work to be performed,
- the location where the work is to be carried out,
- the required completion date,
- any specific safety or operational requirements,
- any constraints relating to plant availability or operating conditions.

b) Task Order Planning

Upon receipt of a Task Order, the Contractor submits a Task Order programme in accordance with Clause X19.6 showing:

- the planned sequence of work,
- resources and equipment to be used,
- estimated start and completion dates,
- any coordination required with the Employer's operational personnel.

The programme must demonstrate how the work will be completed without adversely affecting the routine cleaning services provided under the contract.

c) Coordination with Plant Operations

All work instructed through Task Orders shall be coordinated with the Employer's plant operations and maintenance teams.

Cleaning activities carried out under Task Orders must comply with the station permit-to-work system and operational safety requirements.

The Contractor shall ensure that the necessary supervision and equipment are available to respond to Task Orders where urgent intervention is required.

d) Reporting of Task Order Work

Upon completion of work instructed through a Task Order, the Contractor shall provide a report to the Service Manager including:

- work performed,
- resources and equipment utilised,
- service results achieved,
- any operational issues encountered.

e) Pricing of Task Orders

Where the work instructed in a Task Order is covered by items in the Price List, the Prices stated in the Price List shall apply.

Where the work required is not included in the Price List, the Service Manager will assess the additional Prices in accordance with the compensation event provisions of the NEC3 Term Service Contract.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements as follow:

The contractor is responsible for compiling and submitting the required Safety File to the Risk and Assurance Department for approval before work can commence.

All personnel employed by the Contractor shall be subject to Eskom Life Saving Rules and Eskom Safety Regulations and Requirements The latest version of Occupational Health and Safety Act No. 85 of 1993, other applicable legislation, Eskom Health and Safety policy, and other applicable procedures, specifications and guidelines including the provided project SHE specification. ISO 45001 Standard.

3.2 Environmental constraints and management

The *Contractor* shall comply with but not limited to the following Environmental requirements:

- Eskom's (SHEQ) Policy

- Latest version of all legal and applicable environmental requirements, South African Constitution, National Environmental Management Frameworks, Relevant Environmental Bi-Laws, Kendal Environmental Operational Licences and Permits, ISO14001:2015 Standards and all the relevant Kendal Work Instructions. The contractor must acknowledge the role that environmental responsibility holds in the decisions and operations that it carries out, as any operations have an impact on the environment.
- Waste shall be handled according to Kendal Waste and Recycling Work Instruction. The Contractor must conform to the “polluter pays principle”, NEMA’s section 28 “duty of care” and other NEMA principles and regulations.
- The contractor shall identify and maintain Environmental Objectives and Targets according to their scope of work.
- The contractor document clear Environmental Roles and Responsibility.
- The contractor shall handle environmental incident according to Kendal Incident Management Procedure
- The Contractor will be contractually required to undertake their activities in an environmentally responsible manner.
- The SHE Officer shall be appointed as an Environmental Representative of the contractor.
- The contract shall before the commencement of work on site prepare the environmental (EMS) file and the Eskom Environmental Representatives shall time to time inspect the contractor’s work area, campsite and the environmental file. This file shall follow the ISO 14001: 2025 Revision Environmental Management System.
- Environmental file shall be made available to the environmental officer or auditors on request.
- The contractor shall conduct monthly environmental inspection on their campsite according to the Kendal Environmental Site Inspection Checklist.
- The contractor shall ensure that environmental emergency drills are conducted every year.
- Contractor shall maintain quality document control and ensure that the latest revision documents are used all the time.
- The contractor shall ensure that environmental trainings are part of their training matrix.
- The contractor shall ensure that environmental topics, issues and aspects are communicated during the toolbox talks, monthly topic, SHEQ meetings and contractor’s inductions and proof of communications shall be filled in the Environmental file and made available to the environmental officer or auditors on request.
- The contractor shall ensure a clean and proper housekeeping at all times
- The hazardous substances shall be stored on a bunded area that meets the SANB quality standards.
- The contractor shall take part in the EMS Audits.

3.3 Quality assurance requirements

General

- a) The Contractor complies with the Employer’s quality and technical requirements including those listed in the Employer’s specification document QM58 (Quality Management Specification 240- 105658000.
- b) The Contractor submits a QMS as a returnable schedule and uses it for all phases of the Project. The QMS complies with the requirements of ISO 9001 standard. The Contractor provides evidence of a fully implemented QMS as and when requested by the Employer. The Employer may at his sole discretion carry out an audit on the Contractor, the Contractor’s suppliers and Subcontractors.

Quality Management documents requirements

The Contractor submits the following document after contract award to the Employer for review and acceptance and prior to the commencement of work

The Contractor will supply the Employer with a QCP which will detail the Contractor’s organisation, quality assurance and quality control procedures specific to this project. The QCP must be aligned to, and reference ISO 10005:2005 QMS, guidelines for quality plans and in compliance with the guideline in QM 58(Quality

Management Specification 240- 105658000). The QCP will make reference to the Contractor's QMS Procedures to be used in this Contract:

- a) The Contractor's QMS compliance with the requirements of ISO 9001
- b) Contractor's quality manual
- c) Contractor's quality procedures
- d) Contractor's quality forms and work instructions
- e) Contractor's quality system documents referenced in this Works Information

The Contractor supplies the Employer with a QCP or ITP for review and acceptance.

The Contractor provides CVs of the quality management employees who will be responsible for quality on site.

Quality Management employee's responsibilities include but are not limited to the following:

- a) Administration of QA/QC functions
- b) Verification of approval status of their or Subcontractor's QCP and procedures
- c) On-and -offsite inspections
- d) Co-ordination, inspection and verification of the Employer's intervention points
- e) Review of Contractor testing and inspection documents (procedures, test results)
- f) Reporting on quality performance

The Contractor submits as a minimum the following documents, s required by the Employer, which requirement does not constitute a compensation event, during the execution of the Works:-

- a) Updated QCP register
- b) Inspection notifications accompanied by their inspection report
- c) Non-conformance and Defects registers and reports
- d) Updated Site and off site inspection schedules.
- e) Inspection and or FAT dates.
- f) Inspections completed/outstanding.
- g) Inspection, audits and test reports
- h) Monthly contract quality progress report

Data books for the completed Works, before commissioning can commence (refer to the data book specification)

Quality Responsibility

- a) The Contractor is accountable for the quality of the output and liable for any failures.
- b) The Contractor is responsible for defining the level of intervention of QA/QC or inspections. These are in line with the Employers requirements.
- c) The interventions points include all witness, hold, verification and review points required by the Employer. The Contractor's failure to allow the intervention points will constitute a non-conformance.

Inspections

- a) The Contractor is responsible for the inspection of all the Works that is performed and the Employer only verifies that the Works is conducted as per the Contract.
- b) The Contractor conducts all inspections in accordance with the accepted QCP / ITP.
- c) The Contractor drafts a QCP or ITP which shows each activity from the Works Information and submits to the Employer for acceptance.
- d) The Contractor provides suitably qualified personnel to conduct on-and-offsite inspections
- e) The Contractor ensures that all Works are inspected and approved before the Employer is invited for verification.

Non Conformances and Defects

Where NCR's and Defect notifications are issued, the Contractor acknowledges receipt as per reply period and proposes corrective and preventive actions to the Employer as per the contract response period. The corrective and preventive actions will include the implementation and completion dates. Progress on all NCR's and Defect notifications issued to the Contractor must be reported to the Employer on weekly basis.

- a) The Contractor's quality manager keeps a register of all NCR's and Defect notifications issued
- b) Deviations from the Contract are treated as a non-conformance.
- c) Records of NCRs and Defect notifications are kept and form part of the data book records.

During the contract execution phase, the Contractor will be monitored by the Employer for performance on quality related aspects. The monitoring will be in the form of audits and assessments.

Quality Reporting

The Contractor submits a monthly quality report, on the last working day of the month. The report includes but not limited to the following:

- a) A register of NCRs and defects
- b) Updated QCP / ITP register
- c) QA monthly report summary
- d) Planned and completed local and foreign inspection dates
- e) Completed and outstanding Inspections
- f) Audit findings report

4 Procurement

Materials, equipment, and services shall be procured only from approved suppliers. Approval for any deviations must be obtained in writing from the *Service Manager*.

4.1 People

4.1.1 Minimum requirements of people employed

All personnel employed on the site must have valid work permits and comply with all South African labour laws and immigration regulations.

All personnel must possess the necessary qualifications, skills, and experience relevant to their roles.

4.1.2 BBBEE and preferencing scheme

The *Contractor* is required to comply with the following Broad-Based Black Economic Empowerment (B-BBEE) and Preferencing Scheme measures after the contract award.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- The *Contractor* must follow Eskom's procurement procedures for subcontracting, ensuring compliance with Preferential Procurement, B-BBEE, and ASGI-SA requirements where applicable.
- The *Contractor* must prepare a Subcontract Tender Document that clearly defines the scope of work, specifications, and NEC contract conditions.
- Subcontract opportunities must be advertised transparently, ensuring fair competition among qualified bidders.
- Eskom may specify pre-approved suppliers or service providers for certain specialized work.

4.2.3 Limitations on subcontracting

The *Contractor* shall not subcontract more than 40% of the total contract value without prior written approval from the *Employer*.

4.2.4 Attendance on subcontractors

The *Contractor* shall be responsible for managing and coordinating all subcontracted work to ensure compliance with contract requirements. The following attendance requirements apply:

a) Supervision and Oversight

The *Contractor* must provide adequate supervision and management of all subcontractors. The *Contractor* shall ensure that subcontractors comply with all health, safety, environmental, and quality requirements.

The *Contractor* shall be responsible for ensuring that all subcontractor personnel attend Eskom's site induction training before commencing work.

b) Provision of facilities and resources

The *Contractor* shall ensure that subcontractors have access to shared site facilities, including:

Welfare and ablution facilities

Designated storage areas for tools and materials

Access to workspaces

The *Contractor* shall provide temporary site offices for subcontractors

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* shall ensure the correct specification of any equipment is used for maintenance services provided.

4.3.2 Correction of defects

Every plant equipment that is replaced shall be according to the Preventative Maintenance procedure made available with all the shop paper.

The contractor shall correct all defects from execution, any negligence to quality execution will be dealt with after proper investigation then re-work and any purchase of same equipment shall be of Contractor's responsibility.

a) Defect Repairs:

- In the event of a notified Defect, repairs must be undertaken to restore the affected Plant or Material to its original condition and functionality as per the *Employer's* quality requirements.
- If the repair is not feasible or fails to meet the required quality standards, the defective item must be replaced with new Plant or Material of equivalent or superior quality.

b) Quality Assurance and Testing:

- The *Contractor* must implement and maintain a quality assurance system to verify that all Plant and Materials comply with the specified standards.
- The *Employer* reserves the right to inspect and test any Plant or Material at any stage of the Works to ensure compliance.

c) Rejection of Non-Compliant Materials:

- The *Employer* has the authority to reject any Plant or Material that fails to meet the required quality standards.
- Rejected items must be removed from the Site promptly and replaced at the *Contractor's* expense without impacting the project schedule.

d) Record Keeping

- The *Contractor* must maintain comprehensive records of all quality assurance and control activities, including certificates of compliance, inspection reports, and test results.
- These records must be made available to the *Employer* upon request.

4.3.3 Contractor's procurement of Plant and Materials

The *Contractor* shall communicate with the *Service Manager* and ensure that all required spares are drawn and made.

4.3.4 Tests and inspections before delivery

Not applicable

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

Contractor shall communicate with *Employer* planner and ensure that all required spares are drawn and made available on time for execution. It is the *Contractor's* responsibility to list all required spares on time. The spares from employer stores shall be made available for *Contractor* to use on any plant equipment requiring those spares. *Employer* shall issue a separate task order if the equipment is not available at stores. *Contractor* shall ensure that communication for any required spares is done on time to avoid any standing time for plant to be made available for operation.

Spares:

The procurement and the holding of strategic spares shall be the responsibility of Eskom (Kendal Power Station) for the duration of the contract. All spares procured by Eskom (Kendal Power Station) shall be quality controlled by Eskom (Kendal Power Station) and the Contractor before such spares are used.

The Contractor shall check and provide the necessary input for the compilation of scope of work that will be done by a specialist contractor.

All spares to be ordered as scheduled, the Contractor shall attend a joint planning session on a weekly basis with Eskom (Kendal Power Station).

4.3.6 Cataloguing requirements by the *Contractor*

Not applicable

5 Working on the Affected Property**5.1 Employer's site entry and security control, permits, and site regulations**

The following requirements apply to the *Contractor's* personnel, subcontractors, and visitors for entry, access, and operations on the Site:

a) Site Access Permits and Entry Requirements

- All personnel must obtain **Site Access Permits** issued by the *Employer* before entry.
- Valid identification documents (e.g., South African ID or passport) must be presented for security clearance.
- Foreign workers must have valid work permits, and their details must be submitted for prior approval.
- Access permits are non-transferable and must be displayed at all times.
- The *Contractor* is subjected to alcohol testing on a daily basis.
- The *Contractor* obtains a "Gate Removal Permit" from the *Service Manager* before materials and equipment can be removed from site. The "Gate Removal permit" gives itemised list of materials and equipment to be removed from site.
- The *Contractor* ensures that a tool list is available on the day of arrival and that all tools are captured on the tool list. The tool list will be handed over to the Reception Security official that will stamp the tool list. The tool list will be kept safe and will be used when tools need to be removed from site. This message should be handed over to any of the *Contractor's* Subcontractors.

b) Security Screening

- All individuals will undergo a background check as part of the permit approval process.
- The Employer reserves the right to deny entry to any person based on security concerns.

c) Vehicle Access

- Only vehicles authorized by the *Employer* will be permitted on Site.
- Vehicle permits must be obtained in advance, and all vehicles will be subject to security inspection upon entry and exit.

d) Personal and Equipment Inspections

- Security personnel may conduct random searches of individuals, equipment, and vehicles entering or leaving the Site.
- Any prohibited items found will be confiscated, and disciplinary action may be taken.

e) Compliance with Site Regulations

- All personnel must adhere to the *Employer's* Site Regulations, including but not limited to:
- Health, Safety, and Environmental (HSE) standards.
- Emergency response protocols.
- Restricted areas and access zones.
- Behavioural and ethical guidelines.

f) Induction and Training

- All personnel must complete the *Employer's* Site Induction Program before commencing work.
- Refresher training may be required periodically or as determined by the *Employer*.

g) Costs

- All costs associated with obtaining permits, access clearances, or delays caused by non-compliance with entry requirements shall be borne by the *Contractor*.

h) Breach of Security Protocols

- Any breach of security protocols will result in immediate removal of the offending party from the Site.
- The *Contractor* may be held liable for any resulting damages, delays, or penalties.

5.2 People restrictions, hours of work, conduct and records

The following restrictions and requirements apply to the *Contractor's* personnel, including subcontractors, while on the Site:

Hours of Work

- **Standard Working Hours:** The *Contractor's* personnel may work on Site from 07:15 to 16:30, Monday to Friday, excluding public holidays, unless otherwise agreed upon with the *Service Manager*.
- **Overtime and Extended Hours:** Any work outside standard hours, including weekends or public holidays, must be approved in advance by the *Service Manager*.
- **Restricted Operations:** Certain operations may be prohibited during specific hours due to environmental, community, or operational constraints.

5.3 Health and safety facilities on the Affected Property

The following health and safety facilities and measures will be in place on the Site to ensure compliance with the Occupational Health and Safety Act (OHSA) and to address potential emergencies, disease outbreaks, and other health risks:

First Aid Facilities

Employer-Provided Facilities: First Aid stations equipped with basic medical supplies will be available at the following locations on Site:

- Main Site Office
- Construction Area Safety Cabin

Trained Personnel: The *Employer* will ensure that trained first aiders are available during standard working hours.

Emergency Medical Services

Emergency Contact Numbers: A list of emergency contact numbers (ambulance, fire department, nearest hospital, etc.) will be prominently displayed at all work areas and First Aid stations.

On-Site Ambulance: Where applicable, an on-site ambulance will be available to handle critical medical emergencies.

Disease Prevention and Epidemics

Hygiene Facilities: The *Employer* will provide handwashing stations, sanitizers, and hygiene posters at key locations.

Vaccinations and Health Screening: Where required by local regulations or during epidemic outbreaks, personnel must provide proof of vaccinations or undergo health screenings.

Isolation Facilities: A designated area will be set aside for isolating individuals showing symptoms of contagious illnesses until medical assistance arrives.

Emergency Procedures

Evacuation Plan: An emergency evacuation plan will be displayed at prominent locations on the Site. Regular drills will be conducted to ensure readiness.

Fire Safety: Fire extinguishers and fire alarms will be installed at all major work areas. The *Contractor* must ensure personnel are trained in fire safety protocols.

Incident Reporting: All incidents, including near misses, must be reported immediately to the *Supervisor* and recorded in the Site incident log.

5.4 Environmental controls, fauna & flora

The *Contractor* is required to comply with the following environmental controls, measures for protecting fauna and flora, and procedures for managing objects of historical or cultural significance on Site:

a) Environmental Controls

- **Site Preservation:** The *Contractor* must minimize environmental damage to the Site, including avoiding unnecessary clearing or grading of land.
- **Pollution Prevention:** Measures must be in place to prevent air, soil, and water pollution.

b) Fauna & Flora

- **Protection of Wildlife:** The *Contractor* must avoid harming local wildlife. Any encounters with protected species must be reported to the *Employer* and dealt with under the guidance of environmental authorities.
- **Vegetation Management:**
 - Avoid clearing vegetation outside designated work areas.
 - For any unavoidable vegetation removal, the *Contractor* must consult the *Employer* or environmental officer.
 - Replanting or restoration may be required in disturbed areas.

c) Dealing with Objects of Historical Interest

- **Identification and Reporting:** If any objects of historical, archaeological, or cultural significance are discovered during the works, the *Contractor* must immediately cease work in the affected area and notify the *Service Manager*.
- **Preservation:** The *Contractor* must take steps to protect the object or area from damage or disturbance until guidance is provided by relevant authorities or the *Employer*.
- **Consultation:** Work must not resume in the affected area until approval is given by the *Service Manager* or authorities after proper assessments have been conducted.

d) Compliance and Monitoring

- The *Contractor* must comply with all applicable environmental regulations and standards.
- Regular inspections will be conducted by the *Service Manager* or environmental officers to ensure compliance. Non-compliance may result in penalties or work stoppages.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* must cooperate fully with any Others as defined in clause 11.2(9), including but not limited to:

- Other contractors or service providers working on the Site.
- Representatives of the *Employer* and designated agents.
- Other stakeholders involved in or affected by the Works.

5.6 Records of Contractor's Equipment

- The *Contractor* must maintain accurate and up-to-date records of all Equipment brought onto the Site.
- The records must specify the ownership status of each item of Equipment (owned, hired, or leased).
- These records must be made available to the *Service Manager* upon request.
- All Equipment must be maintained in good working order, and regular inspections must be conducted to ensure operational safety and compliance.
- The *Contractor* is responsible for the removal of all Equipment from the Working Areas upon completion of the Works or when no longer required.
- The *Contractor* must ensure that Equipment is positioned and operated in a manner that does not obstruct Site access, walkways, or operations by Others.
- Adequate barriers and warning signs must be in place when Equipment is in use to prevent unauthorized access or accidental interference.

Contractor shall register all tools entering the *Employer* premises and keep the records safe for the time of site de-establishment.

Any equipment brought by contractor should comply to the specification given in the contract works information Service Information.

Tools and equipment requirements provided by the *Contractor*- For Maintenance services

The list of tool requirements includes the following as a minimum but is not limited to:

- Complete toolbox for each artisan.
- Pneumatic/ Electric impact tools.
- Calibrated clocking gauges.
- Calibrated Torque wrenches.
- Bearing pullers and wrenches (Different sizes).
- Certified measuring equipment (Feeler gauge, Vernier, Micrometre etc.)
- Rigging tools and equipment (Chain blocks, slings and 20T winch).
- Supply and Use of Boiler-making tools if required to address the defects on the system. This may include CO2 or Arch Welding equipment, Gas cutting and brazing etc.
- Supply and Use of a 380V/220V generator and lights for the use of tools to address defects in the plant and anytime of the day.
- Huck Bolt Machine.
- Hydraulic pullers and jacks.

5.7 Equipment provided by the *Employer*

The employer provides the following:

- Cranes
- Scaffolding: All scaffolding will be provided by Eskom (Kendal Power Station). Scaffolding requirements will be planned **for and discussed during each daily activity planning meeting**.

-Forklift

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Electricity and Power Supply

- The *Employer* will provide access to electrical power.
- The *Contractor* is responsible for installing appropriate temporary connections, ensuring safety compliance, and adhering to all regulatory standards.
- Power usage is restricted to activities directly related to the execution of the Works.

Electric power for construction, both 220V AC and 380V 3-phase supply, is supplied at Site free of charge, but connection fees are for the *Contractor's* account (Not included in price list, to be priced). All installations comply with the details set out in Kendal Maintenance Procedure- *Contractor's* Temporary Electrical

Equipment Supply, and Construction Power Supplies (Occupational Health and Safety Act - Act 85 of 1993) and the Kendal Safety, Health and Environmental Specification for Contractors.

The *Employer* does not guarantee continuity of supply and no claims for standing time as a result of power failures will be considered (No Standby or generator power included in price list, can be added if required). The *Employer* connects distribution boards to a 380V three-phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance.

A written request, indicating the *Contractor's* requirements is submitted to the Service Manager as soon as possible after the Contract Date.

In order to comply with the Electrical Installation Regulations under the Occupational Health and Safety Act, no 85 of 1993 the following requirements must be met:

- Before electricity is supplied the *Contractor* is in possession of a valid certificate of compliance. Arrangements for the temporary energising of the installation to perform the required tests must be arranged with the Project Manager.
- The *Contractor's* electrical installation is inspected and tested by an accredited person to ensure that it complies with the requirements of the Occupational Health and Safety Act, 1993 and the code of Practice for wiring of premises, SABS 0142.
- After certificate of compliance is obtained, the *Employer* inspects the electrical installation and if satisfied, it is connected and supplied from the construction power supply.

Pneumatic Tools & Compressor

No pneumatic tools and mobile compressors included in price list, can be provided

Sanitary Facilities

Permanent toilets to serve the Power Station and urinals at the boundary area have been constructed by the *Employer* and all the *Contractor's* personnel may make use of these facilities if within the allocated site for execution of the Works.

Water Supply

Potable and raw water for construction purposes are also available free of charge at the nearest point of supply installed.

A written request, indicating the *Contractor's* requirements is submitted to the Service Manager as soon as possible after the Contract Date.

Permits

No work commences without the acceptance of the isolations by the *Contractor's* responsible person and the workman's register signed by all workers. The *Contractor* arranges for Two-(2) person to be appointed as the responsible person for permit requirements (Price list allows for two responsible persons, however we would like to re assess the quantity of responsible persons when *Contractor* plan is finalised). Permit applications must be done at least the day before scheduled work need to commence to allow enough opportunity for the operator to issue the permit.

The contractor must provide a Responsible Person (RP) to request the permit to work and submit the authorisation to the PM for approval.

Waste Disposal

Waste disposal facilities, including general waste and hazardous waste disposal areas, will be provided by the *Employer*.

The *Contractor* is responsible for ensuring proper segregation, storage, and disposal of waste in compliance with local environmental regulations.

Any additional waste management requirements beyond what is provided by the *Employer* will be the *Contractor's* responsibility.

Additional Requirements

The *Employer* will not provide additional facilities or services beyond those stated above.

The *Contractor* is responsible for providing all other necessary site services, equipment, and infrastructure to complete the Works.

5.8.2 Provided by the *Contractor*

Storage Facilities

Secure storage facilities must be provided for storing tools, equipment, and materials required for the Works.

Separate storage for hazardous materials must be established, compliant with health, safety, and environmental regulations.

Office Equipment

The *Contractor* shall supply and maintain all required office equipment, including but not limited to: Computers with licensed software and internet connectivity. Printers, copiers, scanners, and stationery.

Location and Layout of Facilities

The *Contractor* must submit drawings of the proposed site facilities for approval by the *Service Manager* before commencing construction.

Facilities must not interfere with ongoing site operations or encroach on restricted areas.

The location of all temporary facilities shall comply with environmental and zoning regulations.

Post-Completion Disposition of Facilities

Upon completion of the contract, temporary facilities such as site accommodation and construction camps must be dismantled.

The *Contractor* is responsible for the removal of debris and the restoration of the site to its original or agreed-upon condition.

Any permanent facilities provided by the *Contractor* that are to remain on-site must be formally handed over to the *Employer* in an agreed-upon condition.

5.9 Control of noise, dust, water and waste

The *Contractor* must implement measures to control noise levels on-site in compliance with relevant local regulations and standards. Noise control must be a priority to ensure that it does not exceed the prescribed limits or cause unnecessary disturbance to surrounding communities and workers.

The *Contractor* is required to take all necessary precautions to minimize dust generation on-site, particularly during dry weather, excavation, or material handling processes.

The *Contractor* must ensure the proper management and disposal of waste generated on-site, in accordance with local waste disposal regulations and environmental requirements.

5.10 Hook ups to existing works

The adjacent plant and equipment may not be modified without written permission from the *Service Manager*. The *Contractor* complies with Eskom Life Saving Rules and will report any non-conformance.

5.11 Tests and inspections

The *Contractor* and the *Service Manager* carry out inspections to verify that the service is provided in accordance with the Scope and that the required cleaning standards are achieved and maintained.

***Contractor's* Inspections**

The *Contractor* carries out routine inspections of all coal plant and auxiliary plant areas included in the Scope to ensure that:

- cleaning activities are performed to the required standard,
- coal spillages, ash, dust, debris, oil and grease contamination are removed,
- plant areas are maintained in a clean and safe condition.

The *Contractor's* supervisors conduct daily inspections and report the condition of plant areas and any non-conformances.

Service Manager's Inspections

The *Service Manager* or *Employer's* representative carries out inspections at any time to verify that the service complies with the Scope.

These inspections may include:

- visual inspections of cleanliness and housekeeping standards,
- verification of removal of spillages and contamination,
- inspection of plant areas, walkways, equipment and structures.

Joint Inspections by *Service Manager* and *Contractor*

Joint inspections between the *Contractor* and the *Service Manager* may be carried out as required to:

- assess the standard of cleaning,
- identify Defects,
- agree on corrective actions and timeframes.

Inspections Following Abnormal Conditions

Additional inspections are carried out following abnormal plant conditions such as:

- excessive coal spillages,
- blocked chutes,
- rainy season conditions affecting coal handling,
- plant outages requiring intensive cleaning.

5 List of drawings

5.1 Drawings issued by the *Employer*

Not Applicable