

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

Kendal Power Station's civil infrastructure is essential for ensuring safe, reliable and efficient operations. The infrastructure includes buildings, reinforced concrete and steel structures, roads, stormwater drainage systems, perimeter fencing and other ancillary civil assets. In addition, Kendal Real Estate manages approximately 200 Eskom-owned houses and flats located in Emalahleni, Phola, Wilge and Kendal Village, which are occupied by Eskom employees and private tenants.

Routine inspections have identified deterioration of both station infrastructure and residential properties due to ageing, environmental exposure and normal wear and tear. Common defects include concrete deterioration, corrosion of steel elements, damaged roads and drainage systems, plumbing and electrical defects, deteriorated fencing, and general building maintenance issues. These conditions pose risks to safety, asset integrity, operational reliability and the availability of residential accommodation.

Currently, Kendal Real Estate does not have a maintenance contract to support the upkeep of these facilities. This Scope of Work (SoW) is therefore intended to appoint a suitably qualified contractor to provide planned, preventative and corrective maintenance services for the station's civil infrastructure and Eskom residential properties. The scope includes, but is not limited to, civil repairs, plumbing, electrical maintenance, carpentry, glazing, bricklaying, tiling, welding, fencing, painting and general building maintenance. The contractor shall conduct site walkdowns to verify the extent of work and execute all activities in accordance with Eskom standards, applicable legislation and sound engineering practices.

1.2 Employer's requirements for the service

- All studies, reports, and method statements prepared by the *Contractor* are signed off by an ECSA Professionally registered Technologist or Engineer who takes full professional accountability for the work.
- The *Contractor* provides all necessary resources to Carry Out the Works, including:
 - The required workforce with appropriate skills and qualifications.
 - All necessary plant, tools, and materials.
- The *Contractor* submits a Bill of Quantities (BoQ), itemising the rates for each activity required under this Scope of Work.
- The *Contractor* Carries Out both corrective and preventive maintenance tasks as defined in the maintenance strategy provided by the *Employer*.
- The scope of the works includes minor civil maintenance, comprising patching and repair of concrete surfaces, and minor repairs to structural or support steelwork.
- The *Contractor* is required to submit a detailed method statement for the works, including the tools and equipment that will be used for execution. This method statement must be submitted for approval prior to the commencement of any work. It must also include an inspection report confirming the defects and damage identified that will be addressed.
- All steel to be grade S355JR.
- All concrete is a minimum grade 35/19
All data sheets of intended repair products to be used are submitted for acceptance prior to use.
- No damage must be done to the adjacent infrastructure. The *Contractor* is liable for any damage of infrastructure not related to this scope.
- The *Contractor* verifies all dimensions on site, prior to commencement of fabrication.
- The *Contractor* is responsible to safely dispose of all contaminated and used material for the repairs.
- The *Contractor* is mandated in terms of Construction Regulations 2014: Duties of Designer, 6(1) g to fulfil the duties described therein for the recommendations done by the *Contractor*.
- Any risk discovered by the *Contractor* is highlighted to the *Employer* together with mitigation measures.

- During execution of the works the *Contractor* must adhere to, as a minimum, the following specifications during the implementation of the works:
 - OHS Act
 - Construction Regulations
 - SANS 10400: National Building Regulations
 - SANS 10100: The structural use of concrete
 - SANS 10162: The structural use of steel
 - SANS 2001 CS1-2012: Concrete Works
 - SANS 2001 CC1-2012: Structural Steelwork
 - SANS 1200 HC: Corrosion protection of structural steelwork
 - 240-56364545 – Structural Design and Engineering standard
 - 240-144332407 - Standard for Eskom Power Stations Concrete Remedial Work
 - 240-99527377 - Inspection Manual for Civil Works at Eskom's Power Stations

1.2.2 Structural Works

a) Concrete Structures

- The *Contractor* shall carry out inspection, maintenance, repair, rehabilitation, strengthening, reconstruction, and replacement works on reinforced concrete structures and associated infrastructure within the power station.
- The scope includes repairs to foundations, plinths, slabs, beams, columns, walls, staircases, retaining walls, bases, culverts, stormwater structures, paving, hardstands, and other reinforced concrete elements.
- Works include the repair of cracks, spalling, honeycombing, degraded joints, and structurally damaged concrete using approved repair methods such as epoxy injection, grouting, concrete replacement, and polymer-modified repair mortars.
- All defective concrete shall be removed and surfaces prepared through scabbling, chipping, cleaning, or blasting prior to repairs. Corroded reinforcement shall be cleaned, treated, supplemented, or replaced where required.
- The *Contractor* shall supply, place, compact, finish, cure, and protect all new concrete, including formwork, dowels, anchors, grouting, waterproofing, joint sealing, reinstatement, and all ancillary works necessary to restore the structural integrity, durability, and serviceability of the infrastructure.

b) Steel Structures

- The *Contractor* shall carry out inspection, maintenance, repair, strengthening, refurbishment, and replacement works on structural and support steelwork within the power station.
- The scope includes conveyor steel structures, gantries, platforms, staircases, walkways, handrails, roof support steelwork, support frames, trusses, cladding support systems, and other heavy industrial steel structures.
- Works include surface preparation, abrasive blasting, corrosion treatment, welding, cutting, fabrication, erection, alignment, bolting, steel section replacement, and reinstatement of protective coating systems.
- Corroded, damaged, distorted, or defective steel members, plates, brackets, bolts, connections, and support elements shall be repaired or replaced in accordance with approved drawings and specifications.
- Surface preparation shall be carried out to SA 2.5 standard or approved equivalent prior to the application of approved protective coating systems, including zinc-rich primers and polyurethane or epoxy finishing coats.
- All welding works shall comply with AWS D1.1, SANS 10144, or other applicable standards and approved welding procedures.
- The *Contractor* shall provide all temporary supports, lifting arrangements, access systems, and ancillary works necessary to safely execute the steel rehabilitation and replacement works while maintaining the structural integrity and operational safety of the infrastructure.

1.2.3 Building Maintenance

a) Internal Finishes and External Buildings Works

- The *Contractor* shall carry out maintenance, repair, refurbishment, and reinstatement works to internal and external building components and finishes within the power station.
- Works include repainting of walls, ceilings, steelwork, and building surfaces using approved coating systems suitable for industrial environments.
- Damaged ceilings, partition boards, cladding, floor finishes, ceramic tiles, screeds, plaster, waterproofing systems, and associated finishes shall be repaired or replaced on a like-for-like basis or with approved equivalent materials.
- Roof maintenance and repair works include replacement of damaged roof sheeting, flashings, gutters, downpipes, roof waterproofing systems, roof support components, and associated accessories.
- Damaged concrete surfaces, paving, kerbing, staircases, walkways, and building surrounds shall be repaired and reinstated where required.

b) Fixtures, Fittings and Building Components

- Broken or damaged windows, doors, glazing, frames, locks, hinges, handles, and other building fixtures shall be repaired or replaced to the original installed specification or approved equivalent.
- Corroded or damaged metal frames, doors, and support elements shall be cleaned, treated, repaired, and recoated using approved protective paint systems.
- The *Contractor* shall ensure all repaired and replaced building components are fully functional, weatherproof, safe, and suitable for continued operation within the power station environment.

1.2.4 Roads and Surface Works

a) Asphalt and Surfaced Roads

- The *Contractor* shall carry out maintenance, repair, rehabilitation, and reinstatement works to asphalt roads, paved surfaces, walkways, parking areas, and hardstands within the power station.
- Works include pothole repairs, crack sealing, patching, milling, resurfacing, reinstatement of failed areas, edge repairs, road marking reinstatement, and associated surfacing works.
- Repairs shall include cutting, removal of defective material, cleaning, application of tack coat, placement, and compaction of asphalt to the specified density requirements.

b) Damaged concrete roads, slabs, hardstands, kerbs, channels, and paved surfaces shall be repaired, rehabilitated, or replaced where required.

- Works include demolition, saw-cutting, breakout, replacement, dowelling, joint repairs, grouting, reinstatement, and sealing using approved materials and methods.
- Concrete repairs shall be carried out using approved concrete mixes and finished to match the existing line, level, profile, and surface finish.

1.2.5 Stormwater and Drainage

a) Channels, Drains and Manholes

- The *Contractor* shall clean, repair, rehabilitate, replace, and maintain stormwater channels, drains, manholes, catchpits, sumps, and associated drainage infrastructure.
- Works include jetting, desilting, removal of debris, concrete repairs, benching repairs, grouting, reinstatement of covers and frames, and replacement of damaged drainage components.
- Manholes and drainage structures shall be repaired or reconstructed in accordance with approved drawings and specifications.

b) Culverts and Pipelines

- The *Contractor* shall clean, repair, rehabilitate, replace, and maintain stormwater channels, drains, manholes, catchpits, sumps, and associated drainage infrastructure.
- Works include jetting, desilting, removal of debris, concrete repairs, benching repairs, grouting, reinstatement of covers and frames, and replacement of damaged drainage components.
- Bedding and backfilling shall be compacted to the specified density requirements in accordance with the project specifications.

• Plumbing Works

a) General Plumbing Repairs

- The *Contractor* shall carry out inspection, maintenance, repair, replacement, and testing of water supply, sewer, drainage, and associated plumbing systems within the power station.
- Works include locating and repairing leaks, replacement of damaged or corroded pipes, valves, taps, fittings, pumps, traps, waste pipes, and associated plumbing components.
- Blocked pipelines and drainage systems shall be cleaned, cleared, repaired, or replaced as necessary.

All plumbing installations and repairs shall comply with applicable SANS standards and shall be pressure-tested, inspected, and certified upon completion.

b) Sanitary Fixtures and Ablution Facilities

- Broken, damaged, or defective toilets, basins, urinals, sinks, showers, isolation valves, and associated sanitary fixtures shall be repaired or replaced.
- Sealants, waterproofing, brackets, supports, and associated fittings around fixtures shall be repaired or renewed where required.
- All sanitary installations shall be fully functional, leak-free, hygienic, and suitable for operational use upon completion.

1.2.6 Carpentry and Joinery Works**a) General Carpentry Repairs**

- The *Contractor* shall carry out maintenance, repair, refurbishment, and replacement works to timber and joinery components within buildings and facilities.
- Works include repairs or replacement of timber doors, frames, skirtings, architraves, cupboards, shelving, counters, cladding, ceiling supports, and associated carpentry items.
- Replacement timber and joinery materials shall comply with applicable SANS standards and shall be treated where required.
- All joints, fixings and supports shall be securely installed, aligned and finished to provide a durable and safe installation.

b) Joinery and finishes

- Loose, damaged, or defective joinery items, handrails, shelving units, built-in furniture, and timber finishes shall be repaired, refurbished, or replaced where required.
- Timber and joinery surfaces shall be prepared and finished using approved stains, varnishes, sealers, paints, or protective coatings to match existing finishes where applicable.
- All completed carpentry and joinery works shall be neatly finished, free from defects, and fit for operational use.

1.2.7 General Requirements

The *Contractor* is required to:

- Carry out all civil maintenance tasks as described in the *Employer's* Scope of Work, including structural repairs, building maintenance, roads and surface works, plumbing, stormwater management, carpentry and joinery, roofing, painting and associated minor construction.
- Provide all necessary labour, tools, consumables, transport, equipment and supervision required to execute the service safely and efficiently.
- Maintain a permanent or semi-permanent presence on site to enable timely response to reactive work and to support ongoing planned maintenance.
- Prepare and submit method statements, inspection reports and technical data sheets for acceptance prior to execution of work.
- Provide competent and suitably qualified personnel, including artisans, technicians, supervisors, safety officers and a professionally registered Civil Engineer or Technologist as required.
- Manage waste and environmental impacts in line with NEMA principles, Kendal's Environmental Policies and Waste Management Procedures.
- Ensure safe execution of works in accordance with the OHS Act, Construction Regulations, Eskom Safety Specifications, permit-to-work systems, isolation and lockout procedures and all site-specific SHEQ requirements.

- Implement and maintain ISO 9001 Quality Management System, with all required QCPs submitted and approved prior to work.

1.2.8 Performance and Delivery Requirements

The service must be performed to deliver the following outcomes:

- Restoration of deteriorated civil assets, including concrete, steel, buildings, roads, drainage and utilities.
- Minimisation of operational disruptions by planning work in coordination with the *Service Manager*.
- Compliance with applicable standards, including SANS 10100, SANS 10162, SANS 2001, Eskom structural and remedial works standards and all referenced specifications.
- High-quality workmanship meeting the acceptance criteria specified in the *Employer's* Quality Control Procedures (QCPs).
- Continuous risk identification and mitigation, with all risks reported daily or weekly and Production Risk Assessments completed for work impacting the Power Station.

1.2.3 Operating Philosophy / URS

The *Employer's* operating philosophy is based on:

- **Proactive asset preservation** to avoid long-term deterioration of civil infrastructure.
- **Rapid response capability** to address urgent defects that may pose safety, production or environmental risks.
- **Integration with existing station systems**, including SAP notifications, Work Management processes (PCM 32-1304), and Eskom Engineering Change Management procedures.
- **A maintenance approach combining routine inspections, corrective repairs, and ad-hoc support**, consistent with Kendal's maintenance strategy and statutory requirements.

The *Contractor* must plan, organise and execute the service in a manner that meets the *Employer's* required performance outputs while adhering to the station's operational constraints and safety systems.

1.2.4 Minimum requirements of people employed

The *Contractor* shall ensure that all personnel employed to provide the service are competent, suitably qualified, medically fit and experienced to perform the work required under this contract.

The *Contractor* shall comply with all applicable South African labour legislation, including but not limited to:

- Labour Relations Act (Act 66 of 1995)
- Basic Conditions of Employment Act (Act 75 of 1997)
- Occupational Health and Safety Act (Act 85 of 1993)
- Employment Equity Act (Act 55 of 1998)
- Immigration Act (Act 13 of 2002), where applicable.

The following minimum requirements shall apply:

a) Competency and Training

Personnel shall possess the necessary technical qualifications and competency training relevant to the services being provided. Evidence of such qualifications and training shall be made available to the Service Manager upon request.

b) Medical Fitness

All personnel working on the Affected Property shall possess a valid certificate of medical fitness issued by a registered occupational health practitioner where required by law or site rules.

c) Work Permits and Foreign Nationals

Foreign nationals employed by the *Contractor* or any subcontractor shall possess valid work permits in accordance with the Immigration Act. Copies of such permits shall be available for verification.

d) Industrial Relations

The *Contractor* shall be responsible for the management of all labour relations matters involving its employees and subcontractors and shall ensure that labour disputes do not disrupt the execution of the service.

e) Use of Local Labour

Where reasonably practicable, the *Contractor* shall utilise labour from designated or local areas surrounding the Affected Property, subject to the availability of suitably qualified personnel.

f) Compliance with Site Rules

All personnel shall comply with Eskom site rules, security requirements, access control procedures, and operational instructions applicable to the Affected Property.

1.3 Interpretation and terminology

The following definitions and abbreviations apply specifically to this Service Information. Where a definition is not provided here, the meaning stated in the NEC3 Term Service Contract conditions applies.

Definition	Description
<i>Employer's Standards</i>	Means all Eskom policies, specifications, procedures, engineering standards, SHEQ guidelines and any referenced statutory requirements applicable to the execution of the service.
Reactive Maintenance	Means unplanned repair work required to correct failures, defects, leaks, breakages or unsafe conditions reported by the <i>Employer</i> during the term of the contract.
Planned Maintenance	Means scheduled maintenance activities identified by the <i>Employer</i> or during <i>Contractor</i> walkdowns which are executed as part of the routine maintenance programme.
Method Statement	Means a documented procedure submitted by the <i>Contractor</i> describing how the work will be carried out, including equipment, sequence, materials, risks and controls.
QCP (Quality Control Procedure)	Means the document prepared by the <i>Contractor</i> and accepted by the <i>Employer</i> which sets out the inspection and test requirements and acceptance criteria for a specific activity.
Work Area	Means any location within Kendal Power Station premises where the <i>Employer</i> instructs the <i>Contractor</i> to carry out the service, including plant buildings, terraces, perimeter areas, workshops, roads and civil infrastructure.
As-and-When Required Basis	Means work that the <i>Employer</i> may instruct at any time during the contract period, the timing and quantity of which cannot be predetermined.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SANS	South African National Standards
OHS Act	Occupational Health and Safety Act, No. 85 of 1993
CR	Construction Regulations (as published under the OHS Act)
SHEQ	Safety, Health, Environment and Quality
EMP	Environmental Management Plan
NEMA	National Environmental Management Act
BoQ	Bill of Quantities
OEM	Original Equipment Manufacturer
ECSA	Engineering Council of South Africa
QMS	Quality Management System
URS	User Requirement Specification
PPE	Personal Protective Equipment
PTW	Permit to Work
CIDB	Construction Industry Development Board
ISO	International Organisation for Standardisation

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor's* Plan shall be developed on the basis that the *Employer* has provided a performance-based scope, with defined outputs, standards and constraints. The *Contractor* remains fully responsible for planning, resourcing, sequencing and managing the Works to achieve the required deliverables.

2.1.1 Content of the *Contractor's* Plan

a) Service Delivery Strategy

- Overall approach to corrective and preventative civil maintenance works across Kendal Power Station, including structural works, building maintenance, roads, stormwater, plumbing, carpentry, and associated disciplines.
- Integration of scheduled maintenance, ad-hoc works and emergency response activities.
- Alignment with Eskom operational requirements, permit-to-work systems, and plant access constraints.

b) Work Sequencing and Methodology

- Logical sequencing of activities, including inspections, defect identification, execution, quality control, testing and handover.
- Interfaces with existing infrastructure and live plant environments.
- Management of work in sensitive areas such as boiler feed areas, terrace plant areas, roads and drainage systems.
- Use of approved method statements, inspection reports and repair methodologies as required by the Scope of Work.

c) Resource and Mobilisation Plan

- Mobilisation strategy, including site establishment, staffing levels, competencies and availability of specialist resources.
- Management structure, roles, responsibilities and lines of authority.
- Availability and management of plant, tools, equipment and materials.

d) Health, Safety and Environmental Management

- Implementation of the *Contractor's* approved Safety, Health and Environmental (SHE) Plan.
- Compliance with the Occupational Health and Safety Act, Construction Regulations, Eskom SHE requirements and site-specific procedures.
- Risk assessments, daily task risk reviews and environmental management procedures, including waste, spill, and erosion control.

e) Quality Management

- Application of the *Contractor's* ISO 9001 Quality Management System.
- Quality Control Procedures (QCPs) for all work activities, including inspections, testing and acceptance criteria.
- Management of non-conforming work, corrective actions, and record keeping in accordance with Eskom QM 58 requirements.

f) Communication and Interface Management

- Communication protocols with the *Service Manager* and other Eskom stakeholders.
- Coordination with production, engineering and safety teams to avoid disruption to plant operations.
- Escalation procedures for risks, delays, or technical issues.

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:
Kick off meeting	1 week before the commencement of the Contract	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
Risk Meeting and compensation events	When the need arises	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
Assessment and Low Service Damages meetings	When the need arises	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
Overall contract progress and feedback	Monthly	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
SHEQI Meetings	To be confirmed	To be confirmed	<i>Service Manager</i> and <i>Contractor</i>
Power Station Mass Brief	To be confirmed	To be confirmed	<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* provides qualified and competent teams with all the necessary equipment to provide the service.

The *Contractor* shall submit, for acceptance by the *Service Manager*, an organogram clearly indicating:

- All key personnel involved in the delivery of the Service.
- Roles, responsibilities and lines of authority.
- Communication and reporting interfaces between the *Contractor*, the *Service Manager* and other stakeholders;
- Clear identification of site-based and off-site management roles.

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

The *Contractor* shall establish and maintain a document control system that ensures all contractual, technical, quality, safety, environmental and commercial documentation is uniquely identified, traceable, reviewed, approved, distributed, and retained throughout the contract period.

All drawings, reports, specifications, schedules, quality records and technical submissions shall be revision controlled and shall indicate the document title, document number, revision number, date of issue, author, reviewer and approver.

All communications affecting the contract, including instructions, notifications, quotations, compensation event submissions, programme submissions, technical queries, early warnings, reports and approvals, shall be issued in a formal written format.

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

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;
- 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.

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

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

2.7.1 General

Contract change management under this contract shall be administered strictly in accordance with Section 6 of the NEC3 Term Service Contract (Compensation Events).

This section establishes additional procedural and administrative requirements to ensure transparency, auditability and governance compliance.

No change to the Prices, Service Period, Key Dates or Scope of Service shall be implemented unless assessed and accepted in accordance with the Compensation Event provisions of the contract.

2.7.2 Use of Standard Forms

All Compensation Events (CEs) shall be administered using standardised forms approved by the *Service Manager*.

The following minimum forms shall be used:

- Early Warning Notification Form
- Notification of Compensation Event (Clause 61.3)
- Service Manager's Instruction (Clause 61.1)
- Quotation Submission Form (Clause 62)
- Compensation Event Assessment Summary
- Implementation Instruction

No compensation event submission shall be considered valid unless submitted on the prescribed form and containing all required supporting information.

2.7.3 Quotation Requirements

Each quotation for a Compensation Event shall include:

- Detailed description of the change.
- Cause of the Compensation Event with clause reference.
- Breakdown of labour, plant, equipment and consumables.
- Impact on the Accepted Plan.
- Revised programme (if applicable).

- Impact on Key Dates (if applicable).
 - Risk allowances (if applicable).
- Lump-sum adjustments without detailed breakdown will not be accepted.

2.8 Insurance provided by the *Employer*

The *Contractor* shall familiarise itself with the insurances provided by the *Employer* and comply with all reasonable requirements necessary to enable the *Employer* to maintain such insurances.

2.9 Training workshops and technology transfer

The *Contractor* shall actively support skills development, knowledge transfer and capacity building throughout the duration of the Contract to ensure sustainable maintenance capability within Kendal Power Station. The training programme shall be aligned with the civil maintenance services being provided and shall focus on the development of practical maintenance, inspection, quality, safety, and engineering competencies associated with the Works.

2.10 Design and supply of Equipment

Where the *Contractor* elects to design, manufacture, procure, modify, assemble, or utilise specialised Equipment required for the execution of the Service, the *Contractor* shall remain solely responsible for the adequacy, suitability, safety, reliability, performance, operation, maintenance, and compliance of such Equipment. The *Employer's* review of documentation, attendance at inspections, witnessing of tests, or acceptance of submissions shall not relieve the *Contractor* of any responsibility or liability associated with the design, supply, manufacture, delivery, installation, operation, or use of the Equipment.

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

2.11.1 Equipment

All plant, tools, specialised equipment, temporary works, vehicles, access systems, lifting equipment, scaffolding, rope access equipment, testing instruments, construction equipment and other resources provided by the *Contractor* for the execution of the Service shall remain the property of the *Contractor* and shall be removed from Site upon completion or termination of the Contract.

The *Contractor* shall remove all temporary facilities, surplus materials, waste, debris, and Contractor-owned equipment from the Site and leave the work areas in a safe, clean, and serviceable condition acceptable to the *Employer*.

2.11.2 Information and other things

At the end of the Service Period, the *Contractor* shall provide to the *Employer* all information, records, reports, and documentation generated during the execution of the Service to enable the *Employer* to effectively manage, maintain, and plan future maintenance of the civil infrastructure at Kendal Power Station.

2.12 Management of work done by Task Order

Task Orders shall not amend the Conditions of Contract and shall only instruct work within the Scope of the Service.

The *Contractor* shall:

- Prioritise Task Orders where emergency work is instructed.
- Demonstrate availability of standby resources for emergency cleaning.
- Ensure that Task Order execution does not compromise core service delivery.

Where additional resources are required beyond the Core Crew, such resources shall be priced in accordance with the Price List or assessed in accordance with the Conditions of Contract.

In cases of emergency:

- The *Service Manager* may issue verbal instructions which shall be confirmed in writing.
- The *Contractor* shall mobilise resources immediately.
- A formal Task Order shall follow within a reasonable period.

Emergency mobilisation shall not delay response to critical spillages or safety hazards.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- a) The *Contractor* shall comply with the health and safety requirements contained in OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the Operational risks and the *Contractor* shall comply with the latest SHE Specification as amended at no cost.
- b) The OHSACT 37(2) agreement must be signed by *Employer* and *Contractor's* representatives.
- c) The *Contractor* OHS professional must conduct internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.
- d) The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.
- e) The *Contractor* may be selected during internal and/or external Eskom Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods, and the *Contractor* shall avail themselves for this audit.
- f) Below are minimum Safety requirements to be adhered to by *Contractor's*, to gain access to Eskom Power Stations:
- g) Valid Medical fitness certificate
- h) Clearance from SAPS or accredited service provider linked to SAPS AFIS system not older than thirty (30) days
- i) Identification document (RSA ID or equivalent)
- j) National Drivers Licence (applicable to drivers)
- k) Adherence to the Eskom Life-saving rules 3 Buckle up and 4, Be Sober
- l) Applicable risk based Personal Protective Equipment
- m) Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing be expired.
- n) Induction will only be conducted after all documents have been submitted and accepted by Eskom
- o) The *Contractor/Supplier/Consultant* who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000.
- p) **Note:** Induction will only after the above documents have been submitted and accepted by Eskom.

3.2 Environmental constraints and management

The *Contractor* shall comply with all applicable environmental legislation, Eskom environmental standards, and environmental management requirements when performing the service on the Affected Property.

The *Contractor* shall ensure that all activities are executed in a manner that prevents pollution, environmental degradation, and unnecessary disturbance to the surrounding environment. The *Contractor* shall take reasonable measures to protect land, water resources, air quality, vegetation, and wildlife within and surrounding the work areas.

The *Contractor* shall comply with the following environmental legislation and requirements, including but not limited to:

- National Environmental Management Act (Act 107 of 1998)
- National Water Act (Act 36 of 1998)
- Environment Conservation Act (Act 73 of 1989)
- Occupational Health and Safety Act (Act 85 of 1993) where environmental risks may affect health and safety
- Applicable SANS environmental standards
- Eskom Environmental Management procedures and standards.

The *Contractor* shall ensure that:

- a) All work areas are kept clean and orderly, and good housekeeping practices are maintained at all times.
- b) Waste generated during the execution of the works is properly segregated, stored, handled, transported and disposed of at approved waste disposal facilities in accordance with environmental legislation and Eskom requirements.

- c) Any spillage of oil, chemicals, fuel, or hazardous substances is immediately contained, cleaned, and reported to the *Service Manager*.
- d) Appropriate spill kits, containment equipment and environmental protection measures are available on site where hazardous substances are used or stored.
- e) Noise, dust, and other environmental nuisances resulting from the *Contractor's* activities are minimized as far as reasonably practicable.
- f) No hazardous substances, wastewater, or pollutants are discharged into stormwater systems, natural watercourses, or the environment without authorization.
- g) The storage and handling of chemicals, fuels, oils, and hazardous materials comply with Material Safety Data Sheet (MSDS) requirements and applicable environmental regulations.
- h) Environmental incidents, spills, or pollution events are immediately reported to the *Service Manager* and Eskom Environmental Representative, and corrective actions are implemented without delay.

3.3 Quality assurance requirements

The *Contractor* shall implement and maintain an effective Quality Management System (QMS) to ensure that all services and deliverables comply with the requirements of this contract.

3.3.1 Contractor's Quality Plan

Within two (2) weeks after the Contract Date, the *Contractor* shall submit a Contract / Project Quality Plan to the *Service Manager* for acceptance. The Quality Plan shall describe the systems, procedures and controls that the *Contractor* will implement to ensure compliance with the Works Information and Service Information.

The Quality Plan shall include, but not be limited to:

- The *Contractor's* Quality Policy and Quality Objectives
- Organisation structure and responsibilities for quality management
- Document control procedures
- Inspection and Test Plans (ITP) applicable to the works
- Quality Control Plans (QCP) for major activities
- Procedures for non-conformance control and corrective actions
- Procedures for inspection, testing and verification of materials, equipment and services
- Records management and traceability requirements
- Supplier and subcontractor quality control procedures
- Continuous improvement and internal audit procedures

No work shall commence until the Quality Plan has been accepted by the *Service Manager*.

4 Procurement

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

4.1.1 CIDB Skills Development

CIDB 7GB will be applicable

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	0.25%	
Description		

4.1.2 BBBEE and preferencing scheme

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

4.1.3 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. Tenderer is required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

4.1.4 Subcontracting/ Procurement spends on entities with a minimum 51% black ownership.

Successful supplier will be required to subcontract their scope of work for the benefit of designated suppliers that are capable and competent. The main contractor will subcontract to designated group that are not part of their subsidiaries or having shares in that company, preferable they should be selected from local to site and shall be as follows

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	25%	

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

4.1.5 Job Creation

Tenderer is required to submit proposal 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* Candidates shall be representative of the population demographics of South Africa and be sourced from the vicinity of the station.

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 Subcontracting

4.3.1 Preferred subcontractors

The NEC Term Service Contract (TSC3) does not provide for nominated subcontractors. However, the *Employer* may identify certain preferred subcontractors or suppliers with whom the *Contractor* is required to enter into subcontracts for specific services or specialised work.

Where preferred subcontractors or suppliers are identified by the *Employer*, the *Contractor* shall enter into subcontract agreements with such entities for the execution of the relevant portions of the service.

The use of preferred subcontractors may be required where:

- Specialist services or proprietary equipment are required.
- Compliance with the *Employer's* operational standards, specifications or equipment compatibility requirements must be ensured.
- Certain suppliers are approved by the *Employer* for the supply of specialised equipment, spare parts, or technical services.

The *Contractor* shall remain fully responsible for the performance of the subcontractors, including compliance with all contractual obligations relating to health, safety, environmental protection, quality assurance and operational requirements.

Where a preferred subcontractor is unable or unwilling to perform the required service, the *Contractor* shall notify the *Service Manager* and propose an alternative subcontractor for acceptance by the *Service Manager* prior to appointment.

4.3.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall prepare all subcontract documentation in a manner consistent with the requirements of this contract and shall ensure that subcontract arrangements support the effective delivery of the service.

Where subcontracting is required, the *Contractor* shall prepare clear and comprehensive subcontract documentation, including scope of work, technical specifications, health and safety requirements, environmental requirements, quality requirements, and commercial conditions.

Where reasonably practicable, the *Contractor* shall utilise NEC-based subcontract conditions for the appointment of subcontractors in order to ensure alignment with the principles and obligations of the main contract. The subcontract documentation shall ensure that all relevant contractual obligations applicable to the *Contractor* are flowed down to the subcontractor, including but not limited to:

- Health, Safety and Environmental requirements
- Quality assurance requirements
- Access and security requirements for the Affected Property
- Reporting and documentation requirements
- Compliance with applicable legislation.

The *Contractor* shall follow a transparent and competitive procurement process when inviting subcontract tenders, unless otherwise agreed with the *Service Manager*.

4.3.3 Limitations on subcontracting

The *Contractor* shall not subcontract the whole of the service under this contract and shall remain fully responsible for the execution of the service in accordance with the requirements of the contract.

The *Contractor* may subcontract portions of the service where specialised skills, equipment, or expertise are required, provided that such subcontracting does not exceed 30% of the total value of the contract, unless otherwise accepted by the *Service Manager*.

The *Contractor* shall obtain the prior acceptance of the *Service Manager* before appointing any subcontractor to perform any part of the service.

4.3.4 Attendance on subcontractors

Where subcontractors are employed by the *Contractor* to perform any part of the service, the *Contractor* shall provide all necessary attendance, coordination and supervision required to ensure that the subcontractors execute their work in accordance with the requirements of this contract.

Attendance on subcontractors shall include, but not be limited to, the following:

a) Provision of Access and Site Facilities

The *Contractor* shall arrange site access, security clearances, and work permits for subcontractors in accordance with the *Employer's* site access and security requirements.

b) Coordination of Work

The *Contractor* shall coordinate the activities of subcontractors with the overall service programme and with other contractors working on the Affected Property to prevent disruption to plant operations.

c) Health, Safety and Environmental Compliance

The *Contractor* shall ensure that subcontractors comply with all health, safety, environmental and quality requirements, including site-specific rules, risk assessments, and safe work procedures applicable to the Affected Property.

d) Supervision and Control

The *Contractor* shall provide adequate supervision and management to ensure that subcontractors perform their work safely, efficiently, and in accordance with the contract requirements.

e) Provision of Services and Utilities

Where required, the *Contractor* shall make available reasonable services such as access to work areas, temporary facilities, communication arrangements, and coordination with plant operations.

f) Performance Responsibility

The *Contractor* remains fully responsible for the performance, conduct, and compliance of all subcontractors and for ensuring that the work carried out by subcontractors meets the required technical, safety and quality standards.

4.4 Plant and Materials

4.4.1 Specifications

All Plant and Materials supplied under this contract shall be new, fit for purpose, free from defects and suitable for the operating conditions at Kendal Power Station. Plant and Materials shall comply with the latest applicable versions of the *Employer's* standards, technical specifications, drawings, OEM requirements, statutory requirements and relevant South African National Standards (SANS).

Without limiting the foregoing, Plant and Materials shall comply, where applicable, with:

- Occupational Health and Safety Act (Act 85 of 1993);
- Construction Regulations;
- SANS 10400 – National Building Regulations;
- SANS 10100 – The Structural Use of Concrete;
- SANS 10162 – The Structural Use of Steel;
- SANS 2001 CS1 – Concrete Works;
- SANS 2001 CC1 – Structural Steelwork;
- SANS 1200 HC – Corrosion Protection of Structural Steelwork;
- Eskom Standard 240-56364545 – Structural Design and Engineering Standard;
- Eskom Standard 240-144332407 – Standard for Eskom Power Stations Concrete Remedial Work;
- Eskom Standard 240-99527377 – Inspection Manual for Civil Works at Eskom Power Stations.

The following minimum material requirements apply unless otherwise specified in approved drawings or technical specifications:

- Structural steel shall be Grade S355JR or approved equivalent;
- Concrete shall be a minimum Grade 35 MPa unless otherwise specified;
- Repair mortars, coatings, sealants, waterproofing products and repair systems shall be approved by the *Service Manager* before use;
- Replacement components shall be equivalent to or better than the original installed equipment and comply with OEM specifications where applicable.

The *Contractor* shall submit material data sheets, certificates of conformity, quality certificates and test reports, where applicable, for acceptance by the *Service Manager* prior to incorporation into the works. No substitution of specified Plant or Materials shall be permitted without the prior written approval of the *Service Manager*.

4.4.2 Correction of defects

The *Contractor* shall ensure that all Plant, Materials, tools and equipment used in the execution of the service are maintained in safe and effective working condition throughout the duration of the contract.

Where any Plant or Materials are found to be defective, damaged or unsuitable for the execution of the service, the *Contractor* shall immediately take corrective action to ensure that the required service levels are maintained.

4.4.3 Contractor's procurement of Plant and Materials

The *Contractor* shall be responsible for the procurement, supply, transportation, delivery and storage of all Plant and Materials required for the execution of the service, except where otherwise stated in this contract. The *Contractor* shall ensure that all Plant and Materials are ordered, inspected and delivered in sufficient time to ensure that the provision of the service is not delayed or disrupted.

The following requirements shall apply to the procurement of Plant and Materials:

a) Procurement and Ordering

The *Contractor* shall procure Plant and Materials from reputable and competent suppliers whose products comply with the specifications and operational requirements of the Affected Property.

b) Transportation and Delivery

All Plant and Materials shall be transported to the Affected Property in a manner that prevents damage or deterioration. Delivery schedules shall be planned to support the continuous cleaning services required under this contract.

c) Handling and Storage

The *Contractor* shall ensure that all Plant and Materials are properly handled, stored and secured on site to prevent damage, contamination, loss or environmental pollution. Storage shall comply with Eskom safety and environmental requirements.

d) Codification and Identification

Where applicable, Plant and Materials supplied under this contract shall be properly identified, labelled and recorded in accordance with the *Employer's* asset management and inventory requirements.

e) Warranties

Where Plant and Materials are supplied with manufacturer warranties, such warranties shall be assigned or made available to the *Employer* where required by the *Service Manager*.

f) Responsibility for Procurement

The *Contractor* shall remain responsible for ensuring that all Plant and Materials used in the execution of the service are fit for purpose, compliant with the contract specifications and available when required.

4.4.4 Tests and inspections before delivery

All Plant, equipment, tools and materials to be used in the execution of the service shall be inspected and tested by the *Contractor* prior to delivery to the Affected Property to ensure that they are fit for purpose, safe for use, and compliant with the requirements of this contract.

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

No Plant and Materials are envisaged to be supplied by the *Employer* on a free-issue basis under this contract. The *Contractor* is responsible for providing all Plant, Materials, equipment, tools, consumables, transport, storage facilities and any other resources necessary for the execution of the service. The Scope of Work requires the *Contractor* to provide all necessary plant, tools and materials needed to carry out the works.

Should the *Employer* elect to provide any Plant or Materials during the service period, the following shall apply:

- Collection points and issue arrangements shall be determined by the *Service Manager*.
- The *Contractor* shall be responsible for off-loading, handling, transportation and distribution after receipt.
- The *Contractor* shall inspect all issued items at the time of receipt and immediately notify the *Service Manager* of any shortages, defects or damage.
- The *Contractor* shall assume full care, custody and control of all *Employer*-issued Plant and Materials upon receipt.
- The *Contractor* shall provide secure and suitable storage and protection against loss, theft, damage or deterioration.
- The *Contractor* shall maintain accurate records of receipt, use and stock balances of all *Employer*-issued Plant and Materials.
- All unused, surplus or recoverable Plant and Materials shall remain the property of the *Employer* and shall be returned to the *Employer* in a clean and serviceable condition upon completion of the work or when instructed by the *Service Manager*.

4.4.6 Cataloguing requirements by the *Contractor*

Cataloguing is applicable to this contract where Plant, Materials, equipment, components or spares supplied by the *Contractor* are required to be incorporated into Eskom's asset management, warehousing, maintenance or inventory management systems.

The *Contractor* shall comply with the requirements of **Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment (Unique Identifier 240-1289988974)** and any subsequent revisions thereto.

Where applicable, the *Contractor* shall:

- Provide all technical, commercial and manufacturer information required to facilitate the cataloguing of Plant and Materials.
- Submit complete and accurate cataloguing data for all new items supplied under the contract, including OEM information, manufacturer part numbers, technical specifications, dimensions, material descriptions and supporting documentation.
- Ensure that all supplied items are identified, labelled and referenced in accordance with Eskom cataloguing requirements.
- Support the *Employer* in the creation, amendment or verification of catalogue records where requested.
- Provide cataloguing information within the timeframes stipulated by the *Service Manager* to avoid delays in the acceptance, payment or incorporation of Plant and Materials into Eskom systems.
- Correct and resubmit any rejected cataloguing information at no additional cost to the *Employer*.

No Plant, Materials, equipment or spares requiring cataloguing shall be deemed complete for handover until the required cataloguing information has been submitted and accepted by the *Employer*.

Where no new Plant, Materials, equipment, components or spares requiring inclusion in Eskom stores are supplied under this contract, cataloguing requirements shall not apply.

The *Contractor* shall make provision in its rates and prices for all activities associated with compliance to Eskom cataloguing requirements.

5 Working on the Affected Property

This section of the Service Information establishes the constraints, facilities, services, access requirements and site rules applicable to the *Contractor* while carrying out the service at Kendal Power Station.

The *Contractor* shall execute all work in accordance with Eskom's safety, health, environmental, security and operational requirements. The *Contractor* is responsible for providing all resources necessary to perform the service and shall comply with all applicable legislation, Eskom procedures, standards and site-specific requirements. The *Contractor* remains responsible for the supervision, management and control of its employees, subcontractors and agents whilst working on the Affected Property.

The *Contractor* shall:

- Obtain and comply with all Site Entry, Security Clearance, Permit-to-Work, Lock-Out, Tag-Out and plant isolation requirements before commencing any work.
- Comply with the Occupational Health and Safety Act, Construction Regulations, Eskom SHE requirements and all applicable environmental legislation and procedures.
- Maintain good housekeeping standards and keep work areas clean, safe and free from obstructions at all times.
- Restrict activities to authorised work areas and comply with all instructions issued by the *Service Manager* or authorised *Employer* representatives.
- Protect existing infrastructure, services, equipment, roads, buildings and utilities from damage during execution of the service.
- Provide all plant, equipment, tools, transportation, storage facilities, consumables and temporary works necessary for the execution of the service unless specifically stated otherwise in the Service Information.
- Ensure that all personnel attend mandatory site inductions and possess the required competency, medical fitness and statutory certifications applicable to the work being performed.
- Use only those facilities, laydown areas, storage areas and access routes allocated by the *Service Manager* and return such areas in a clean and acceptable condition at completion of the service.

The *Employer* reserves the right to suspend or stop any work which, in the opinion of the *Service Manager*, presents an unacceptable safety, environmental, security or operational risk. The *Contractor* shall immediately comply with such instruction without entitlement to additional compensation unless otherwise provided for in the Conditions of Contract.

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

The *Contractor* shall comply with all Eskom and Kendal Power Station security, access control, safety, health, environmental and operational requirements applicable to the Site. No person shall be permitted access to the Site without the necessary authorization, security clearance, induction and permits required by the *Employer*. The *Contractor* shall make due allowance in its rates and prices for compliance with these requirements.

The *Contractor* shall:

- Ensure that all personnel attend and successfully complete the *Employer's* Site Induction Programme before commencing work on Site.
- Ensure that all personnel are medically fit, suitably trained, competent and in possession of valid identification and certifications required for the execution of the service.
- Comply with all security procedures, access control measures, searches, inspections and escort requirements implemented by the *Employer*.
- Obtain all permits, authorisations and approvals required before commencing work, including Permit-to-Work, plant isolation, lock-out and tag-out requirements where applicable.
- Comply with all *Employer* procedures, operating regulations, site notices, safety rules and instructions issued by the *Service Manager* or authorised *Employer* representative.
- Ensure that employees, subcontractors, visitors, vehicles, tools and equipment entering the Site comply with the *Employer's* security and access requirements

a) Site Traffic, Access Routes and Walkways

- The *Contractor* shall use only approved access routes, roads, gates, parking areas and walkways designated by the Employer.
- Site speed limits, road signs, traffic management measures and pedestrian controls shall be strictly adhered to at all times.
- Vehicles and equipment shall not obstruct roads, emergency access routes, walkways, fire-fighting equipment, emergency exits or operational plant areas.
- The *Contractor* shall obtain approval from the *Service Manager* before restricting access to any road, walkway or operational area.

b) Barricading and Demarcation

- The *Contractor* shall provide, erect, maintain and remove all barricades, barriers, warning signs, notice boards, access restrictions, demarcation tape and safety signage necessary to protect personnel, plant and equipment.
- Excavations, overhead work areas, lifting operations, openings, confined spaces and hazardous work areas shall be adequately barricaded and controlled at all times.
- Barricading shall comply with Eskom SHE requirements and shall remain in place until the hazard has been removed or the area has been made safe.

c) Housekeeping and Site Discipline

- The *Contractor* shall maintain good housekeeping standards and keep all work areas in a clean, orderly and safe condition throughout the service period.
- Waste, rubble, scrap material and surplus materials shall be removed regularly and disposed of in accordance with Eskom environmental requirements.
- Smoking, alcohol, drugs, firearms and any prohibited items are not permitted on Site except where specifically authorised by the *Employer*.

The *Employer* reserves the right to deny entry to, remove from Site, or require replacement of any person who fails to comply with Site security, permit, operational, safety, health or environmental requirements.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* shall comply with all restrictions applicable to personnel working on the Affected Property and shall ensure that its employees, subcontractors, agents and visitors comply with all *Employer* requirements relating to access, conduct, safety, health, environment and security while on Site. The *Contractor* remains responsible for the supervision and control of all personnel engaged in the service.

a) Hours of Work

- Normal working hours shall be as directed by the *Service Manager* and shall be subject to operational, safety and security requirements of Kendal Power Station.
- Work outside normal working hours, including overtime, weekends and public holidays, shall only be undertaken with the prior approval of the *Service Manager* where such approval is required.
- The *Employer* reserves the right to restrict or suspend work activities where operational, safety, environmental or security considerations so require.

b) Conduct on Site

The *Contractor* shall ensure that all personnel:

- Conduct themselves in a professional and disciplined manner at all times.
- Comply with all Site rules, safety requirements, permit conditions and lawful instructions of the *Service Manager* or authorised *Employer* representatives.
- Refrain from behaviour that may endanger personnel, plant, equipment or the environment.
- Observe all security, housekeeping, traffic and access control requirements applicable to the Site.

5.3 Health and safety facilities on the Affected Property

The *Contractor* shall comply with all applicable requirements of the Occupational Health and Safety Act (OHSA), Eskom's Health and Safety Standards, and the health and safety requirements stated in this Service Information.

a) First Aid Facilities

The *Employer* maintains designated First Aid facilities on the Affected Property for emergency response purposes. The locations of these facilities will be communicated to the *Contractor* during site induction and may be updated from time to time.

The *Contractor* shall ensure that:

- A sufficient number of trained First Aiders are available on site in accordance with statutory requirements.
- Adequate first aid equipment and supplies are provided for the *Contractor's* workforce at all work locations.
- All injuries, incidents, and near misses are reported immediately in accordance with Eskom procedures and legislative requirements.

b) Emergency Arrangements

The *Contractor* shall familiarize itself with all site emergency procedures, evacuation routes, assembly points, emergency contact numbers, and alarm systems during site induction.

In the event of an emergency, the *Contractor* shall:

- Comply with all instructions issued by the *Employer's* authorized personnel.
- Participate in emergency drills when required.
- Ensure that all personnel evacuate to the designated assembly points when instructed.
- Maintain an accurate personnel register to facilitate emergency accountability.

c) Contractor Responsibilities

The *Contractor* remains fully responsible for the health and safety of its employees, Subcontractors, and visitors under its control and shall provide all necessary health and safety resources, equipment, supervision, and arrangements required for the execution of the service.

The availability of *Employer*-provided emergency or first aid facilities does not relieve the *Contractor* of any statutory or contractual health and safety obligations.

5.4 Environmental controls, fauna & flora

The *Contractor* shall comply with all applicable environmental legislation, Eskom environmental management requirements, site-specific environmental procedures, and any instructions issued by the *Employer* regarding the protection of the environment on and around the Affected Property.

The *Contractor* shall conduct the service in a manner that prevents pollution, minimizes environmental impacts, and protects fauna, flora, water resources, soil, and the surrounding environment.

The *Contractor* shall ensure that:

- No vegetation is removed, damaged, or disturbed without the prior written approval of the *Employer*.
- No wildlife, livestock, birds, or other fauna are harmed, disturbed, trapped, fed, or removed from the Affected Property.
- Waste is segregated, handled, stored, transported, and disposed of at approved facilities in accordance with applicable legislation and Eskom requirements.
- Fuel, oils, chemicals, cement, paints, and other hazardous substances are stored, handled, and used in a manner that prevents spills, leaks, contamination, or pollution.
- Any environmental incident, spill, contamination event, or non-compliance is reported immediately to the *Employer*, and appropriate corrective measures are implemented without delay.
- Work areas are maintained in a clean and orderly condition and restored to an acceptable condition upon completion of the service.

The *Contractor* shall provide and maintain suitable spill containment and clean-up materials at all work locations where hazardous substances are stored or used.

The *Employer* may suspend any activity which poses an unacceptable environmental risk until adequate corrective actions have been implemented by the *Contractor* at its own cost.

The *Contractor* remains responsible for all environmental impacts arising from its operations and those of its Subcontractors during the execution of the service.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* shall cooperate with the *Employer*, Other contractors, statutory authorities, inspection agencies, and any other parties identified by the *Employer* as working on or affecting the Affected Property. The *Contractor* shall plan and execute the service to avoid interference with the activities of Others and shall coordinate its activities to ensure the safe and uninterrupted operation of Kendal Power Station.

a) Cooperation with Others

The *Contractor* shall:

- Liaise and coordinate work activities with the *Employer* and Others occupying or working on the Affected Property.
- Attend coordination, planning, progress, safety, environmental and interface meetings as required by the *Employer*.
- Provide reasonable access to work areas and cooperate in the sharing of facilities, services, access routes, and work fronts.
- Schedule and perform work in a manner that minimizes disruption to station operations and the activities of Others.
- Immediately notify the *Employer* of any actual or potential conflict, obstruction, delay, or interface issue involving Others.

The *Contractor* shall not be entitled to additional cost or time arising from a failure to cooperate with Others.

b) Statutory Authorities and Inspection Agencies

Where required by legislation, standards, permits, or the Service Information, the *Contractor* shall liaise with and obtain acceptance, approvals, permits, certificates, inspections, or clearances from the relevant statutory authorities, regulatory bodies, inspection agencies, or competent persons.

The *Contractor* shall:

- Submit all required documentation, drawings, method statements, test certificates, and records to the relevant authority or agency.
- Arrange and coordinate inspections and witness points required for the service.
- Ensure that all statutory approvals and acceptances are obtained before the relevant work is commenced, placed into service, or handed over, as applicable.
- Promptly provide copies of all approvals, permits, certificates, inspection reports, and correspondence to the *Employer*.

The *Contractor* shall remain responsible for compliance with all applicable statutory and regulatory requirements related to the execution of the service.

c) Acceptance by the Employer

Where acceptance by the *Employer*, statutory authorities, inspection agencies, manufacturers, or other designated parties is required, the *Contractor* shall provide sufficient notice and supporting documentation to enable such acceptance to be obtained without delay to the service.

No acceptance, approval, inspection, or certification by Others shall relieve the *Contractor* of its obligations for the quality, compliance, and performance of the service.

5.6 Records of Contractor's Equipment

The *Contractor* shall maintain complete and accurate records of all Equipment brought onto, used on, and removed from the Affected Property for the execution of the service.

Equipment includes, but is not limited to, vehicles, construction plant, lifting equipment, cranes, scaffolding, access platforms, tools, generators, compressors, welding machines, testing equipment, and any other temporary works equipment required for the service.

5.7 Equipment provided by the *Employer*

The *Employer* may, at its sole discretion, make certain equipment available to the *Contractor* for the execution of the service. Such equipment may include, but is not limited to, overhead cranes, fixed lifting facilities, access platforms, utility services, and other site infrastructure identified by the *Employer*.

The availability and use of *Employer*-provided equipment shall be subject to operational requirements, accessibility, safety requirements, and authorization by the *Employer*.

a) Conditions of Use

The *Contractor* shall:

- Obtain prior approval from the *Employer* before using any *Employer*-provided equipment.
- Use the equipment only for the purpose for which it is intended and within its specified operating limits.
- Ensure that only competent, trained, and authorized personnel operate the equipment.
- Comply with all Eskom safety procedures, operating instructions, permit requirements, and site regulations applicable to the equipment.
- Conduct pre-use inspections and immediately report any defects, malfunctions, damage, or unsafe conditions to the *Employer*.

b) *Contractor's* Responsibility

The provision of equipment by the *Employer* does not relieve the *Contractor* of its responsibility to provide all other plant, tools, equipment, labour, supervision, and resources necessary to complete the service in accordance with the Scope of Work and the Conditions of Contract.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

In accordance with NEC3 Term Service Contract (TSC3) Clause 25.2, the *Employer* shall make available certain site services and facilities on the Affected Property to facilitate the execution of the service.

The following services may be provided by the *Employer*, subject to availability and operational requirements:

- Designated connection points for electricity supply.
- Potable and non-potable water supply points.
- Designated waste collection and disposal facilities.
- Ablution and sanitation facilities at designated locations.
- Existing fire protection systems and emergency response facilities.

The exact locations of available services, connection points, and facility access arrangements shall be communicated during site induction, site handover, or by the *Employer's* Representative.

The *Contractor* shall:

- Obtain approval from the *Employer* before making any connection to *Employer* services.
- Use only the designated connection points identified by the *Employer*.
- Ensure that all temporary connections, cables, hoses, distribution boards, and associated equipment comply with statutory, safety, environmental, and Eskom requirements.
- Protect *Employer* infrastructure from damage and immediately report any defects or incidents.
- Avoid overloading or interfering with existing services and plant operations.
- Remove all temporary connections and reinstate affected areas upon completion of the service.

The *Contractor* shall be responsible for the provision, installation, operation, maintenance, protection, and removal of all temporary facilities, distribution equipment, extension leads, hoses, lighting, communication equipment, and ancillary items required to utilize the services provided by the *Employer*.

The *Employer* does not guarantee the continuous availability, capacity, or uninterrupted supply of any site service or facility, and the *Contractor* shall make do allowance for operational and plant-related constraints. Except for the services and facilities expressly stated above, the *Contractor* shall provide everything else necessary for Providing the Service.

5.8.2 Provided by the *Contractor*

The *Contractor* shall provide, maintain, operate, secure, and remove all facilities and resources necessary for the execution of the service, except for those specifically stated in clause 5.8.1 as being provided by the *Employer*.

The *Contractor* shall provide, as applicable:

- Site offices, accommodation, and welfare facilities for its personnel.
- Storage containers, laydown areas, workshops, and material storage facilities.
- Vehicles, lifting equipment, tools, plant, and construction equipment required for the service.
- Communication equipment, computers, printers, and other office equipment necessary for contract administration and reporting.
- Temporary power distribution, lighting, water reticulation, and other temporary services required for its operations.
- Laboratories, testing facilities, and testing equipment required for quality control, inspections, and verification of the works.
- Secure facilities for the storage of materials, equipment, consumables, hazardous substances, records, and documentation.

a) Removal and Reinstatement upon Completion

Upon completion or termination of the contract, the *Contractor* shall:

- Remove all temporary facilities, equipment, materials, waste, and debris from the Affected Property.
- Reinstatement all areas affected by its operations to a condition acceptable to the *Employer*.
- Dispose of waste and redundant materials in accordance with applicable environmental requirements.
- Vacate all facilities and areas occupied for the purposes of the service within the time period instructed by the *Employer*.

No temporary facility, structure, installation, material, or equipment may be abandoned on the Affected Property without the prior written acceptance of the *Employer*.

The *Contractor* shall provide and maintain all facilities, resources, and support services necessary for Providing the Service and meeting its obligations under the contract.

5.9 Control of noise, dust, water and waste

The *Contractor* shall conduct all activities in a manner that minimizes nuisance, pollution, environmental impact, and interference with Eskom operations, employees, contractors, and the surrounding environment.

The *Contractor* shall comply with all applicable environmental legislation, Eskom environmental requirements, site-specific environmental procedures, and instructions issued by the *Employer*.

a) Noise Control

The *Contractor* shall:

- Take all reasonable measures to minimize noise generated by its activities, equipment, vehicles, and personnel.
- Ensure that plant and equipment are fitted with effective silencers, mufflers, and noise-control devices where applicable.
- Restrict noisy activities to approved working hours unless otherwise authorized by the *Employer*.
- Immediately investigate and implement corrective actions where excessive noise levels are reported or identified.

b) Dust Control

The *Contractor* shall:

- Prevent and control the generation and spread of dust arising from its operations.
- Implement appropriate dust suppression measures, including wetting down of work areas, covering of materials, and other suitable control methods where necessary.
- Ensure that transported materials likely to create dust are adequately covered and secured.
- Prevent dust from affecting plant operations, buildings, equipment, personnel, and adjacent work areas.

c) Water Control

The *Contractor* shall:

- Prevent contamination of stormwater systems, watercourses, drainage channels, soil, and groundwater.
- Ensure that water used during the execution of the service is controlled to prevent flooding, ponding, erosion, or damage to property.
- Prevent the discharge of oils, fuels, chemicals, cementitious materials, wastewater, or other pollutants into the environment.
- Promptly contain and clean up any spill, leak, or uncontrolled discharge resulting from its activities.

d) Waste Management

The *Contractor* shall:

- Minimize waste generation wherever practicable.
- Segregate waste streams in accordance with Eskom waste management requirements.
- Store waste in designated containers and areas approved by the *Employer*.
- Remove and dispose of waste only at approved disposal or recycling facilities.
- Maintain records of waste disposal where required by legislation or the *Employer*.
- Ensure that no waste is buried, burned, dumped, or abandoned on the Affected Property.

Hazardous waste shall be handled, transported, and disposed of by appropriately licensed service providers in accordance with applicable legislation.

e) Housekeeping

The *Contractor* shall maintain all work areas in a clean, safe, and orderly condition at all times. Accumulated waste, scrap materials, packaging, surplus materials, and debris shall be removed regularly and shall not be allowed to create safety, environmental, or operational risks.

The *Contractor* shall remain responsible for all costs associated with the control of noise, dust, water, and waste arising from its operations and those of its Subcontractors.

Upon completion of the service, the *Contractor* shall leave the Affected Property clean, free of waste and debris, and in a condition acceptable to the *Employer*.

5.10 Hook ups to existing works

The *Contractor* shall be responsible for all connections, tie-ins, interfaces, and reinstatement works associated with existing civil infrastructure and services at Kendal Power Station. All hook-ups to existing works shall be carefully planned, coordinated, and executed to prevent disruption to plant operations, infrastructure integrity, personnel safety, and environmental compliance.

- No connection to existing structures, utilities, services, drainage systems, roads, buildings, water reticulation systems, or other infrastructure shall be undertaken without the prior acceptance of the *Service Manager* and relevant Eskom representative.
- The *Contractor* shall verify the exact location, condition, dimensions, and configuration of existing works before commencing any hook-up activities.
- Existing services affected by the Works, including water, drainage, stormwater, sanitary systems, roads, fencing, and building services, shall remain operational unless otherwise instructed by the *Service Manager*.
- Any required isolation, shutdown, excavation permit, Permit-to-Work, or access authorisation shall be obtained by the *Contractor* in accordance with Eskom procedures before commencing the work.
- The *Contractor* shall protect all existing infrastructure from damage during execution of the Works and shall immediately report any damage, service interruption, or unforeseen condition to the *Service Manager*.
- All tie-ins and connections shall be executed using materials, fittings, workmanship, and installation practices that are compatible with the existing infrastructure and comply with applicable Eskom standards, relevant SANS specifications, OEM requirements, and statutory regulations.
- Upon completion of hook-up activities, the *Contractor* shall test, inspect, and commission the affected infrastructure to demonstrate compliance with performance and quality requirements.
- Any disturbed surfaces, finishes, roads, drainage channels, landscaping, coatings, structures, or facilities shall be reinstated to a condition equal to or better than that existing before commencement of the Works.
- The *Contractor* shall update all relevant drawings, records, red-line mark-ups, and as-built documentation to reflect modifications and new connections made to existing works.
- No additional compensation shall be payable for normal coordination, investigation, temporary support, protection, or reinstatement activities associated with hook-ups to existing works unless specifically identified in the Price List.

This clause shall be read in conjunction with the requirements for permits, safety controls, quality management, and engineering change management applicable to the Contract.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall carry out all inspections, examinations, testing, measurements, and quality control activities necessary to demonstrate that the Works comply with the Scope of Work, applicable Eskom standards, approved method statements, Quality Control Plans (QCPs), relevant SANS standards, and statutory requirements. The *Service Manager* and *Employer* shall be entitled to witness, verify, audit, and inspect any part of the Works at any stage during execution.

The following minimum tests and inspections shall be performed where applicable:

a) General Inspections

- Pre-work inspections to verify the extent and condition of defects before commencement of repairs.
- Daily work area inspections to confirm compliance with approved method statements, permit requirements, housekeeping, and safety controls.
- Hold-point inspections in accordance with approved QCPs before proceeding to subsequent activities.
- Final inspections upon completion of each work package to verify workmanship and conformity to specification.

b) Concrete Repair Works

- Inspection of damaged concrete to identify cracks, spalling, honeycombing, exposed reinforcement, and structural defects.
- Verification of surface preparation and removal of all unsound concrete before repairs.

- Inspection of reinforcement cleaning and corrosion treatment prior to concrete reinstatement.
- Verification of concrete mix design, repair materials, and manufacturer compliance certificates.
- Slump tests and compressive strength tests where structural concrete is placed.
- Inspection of curing methods and curing periods.
- Final inspection of repaired surfaces for dimensional accuracy, finish, cracking and defects.

c) Structural Steel Repairs

- Inspection of steel surface preparation prior to coating application.
- Verification that surface preparation achieves the specified SA 2.5 standard.
- Visual inspection of welds and welded joints.
- Non-destructive testing (NDT) of welds where specified by the *Service Manager*.
- Measurement of coating dry film thickness (DFT).
- Inspection of completed corrosion protection systems and coating adhesion where required.

d) Building Maintenance Works

- Inspection of wall, ceiling, window, door, flooring, and fixture repairs before and after completion.
- Verification of replacement materials against approved specifications.
- Functional testing of doors, locks, hinges, windows, and other installed components.
- Inspection of paint finishes for coverage, adhesion, colour consistency, and workmanship.

e) Roads and Surfacing Works

- Inspection of excavation, subgrade preparation, and layerworks prior to placement.
- Density testing and compaction verification of backfill and road layers.
- Inspection of asphalt placement, compaction, and surface finish.
- Verification of concrete road repairs, joint sealing, and finished levels.
- Visual inspection for settlement, cracking, segregation, and other defects.

f) Stormwater, Drainage and Plumbing Works

- Inspection of drainage channels, culverts, manholes, and pipework before backfilling.
- Line, level, and gradient verification.
- Water-tightness testing of repaired or newly installed pipe systems where applicable.
- Pressure testing of water reticulation systems and plumbing installations.
- Functional flow testing to confirm effective drainage and system performance.

g) Quality Documentation and Records

- Review and acceptance of material certificates, batch records, calibration certificates, and manufacturer data sheets.
- Verification that approved QCPs are implemented throughout execution.
- Inspection and review of completed inspection and test records.
- Verification of as-built documentation and red-line mark-ups where modifications have been made.

h) Employer and Service Manager Inspections

The *Service Manager*, *Employer*, Quality Assurance personnel, Safety representatives, and other authorised persons may:

- Witness any test or inspection.
- Audit the *Contractor's* quality management system and records.
- Conduct random inspections of the Works, materials, equipment, and workmanship.
- Require the *Contractor* to uncover or retest completed work where reasonable grounds exist to question compliance.
- Reject any work, material, or equipment that does not conform to the Contract requirements.

All test results, inspection reports, check sheets, non-conformance reports, corrective actions, and acceptance records shall be submitted to the *Service Manager* in accordance with the approved Quality Control Plan and Eskom QM58 requirements.

5.11.2 Materials facilities and samples for tests and inspections

In accordance with NEC3 TSC Core Clause 40.2, the *Contractor* shall provide all materials, labour, equipment, tools, facilities, test instruments, access equipment, and samples necessary to carry out the specified tests and inspections, unless otherwise stated in this Contract. The *Service Manager* and *Employer* shall have access to all testing and inspection activities and associated records.

a) Materials and Facilities Provided by the Contractor

The *Contractor* shall, at his own cost, provide:

- All materials, consumables, samples, test pieces, and specimens required for testing and inspection purposes.
- Access equipment including scaffolding, ladders, mobile elevated work platforms (MEWPs), rope access systems, lighting, and temporary works required to facilitate inspections and testing.
- Measuring and testing equipment calibrated by an accredited laboratory, including but not limited to levels, density gauges, coating thickness gauges, crack width gauges, pressure testing equipment, weld inspection instruments, and surveying equipment.
- Approved laboratories and specialist testing services required for concrete, steel, coating, geotechnical, asphalt, drainage, and materials testing.
- Adequate personnel, supervision, and safety arrangements necessary for conducting tests and inspections.
- Copies of calibration certificates, material certificates, quality records, and test reports for review by the *Service Manager*.

b) Samples to be Submitted by the Contractor

Where applicable, the *Contractor* shall submit representative samples for acceptance prior to use, including:

- Concrete repair materials, grouts, mortars, sealants, and curing compounds.
- Structural steel sections, bolts, welding consumables, and protective coating systems.
- Paint systems, primers, and corrosion protection products.
- Asphalt, aggregates, road marking materials, and joint sealants.
- Tiles, ceiling boards, timber products, doors, windows, plumbing fixtures, and other building maintenance materials.
- Drainage pipes, culverts, manhole components, and associated fittings.
- Any other material specifically requested by the *Service Manager*.

c) Facilities Provided by the Employer

The *Employer* shall provide, where reasonably available:

- Access to the affected work areas, subject to site access requirements, permits, safety clearances, and operational constraints.
- Access to existing drawings, records, specifications, standards, and asset information relevant to the works.
- Attendance by the *Service Manager*, Employer representatives, Quality personnel, and other authorised persons required to witness inspections and tests.
- Access to Employer-owned infrastructure and systems necessary for verification, functional testing, and commissioning activities.

d) Test and Inspection Records

The *Contractor* shall maintain and submit the following as part of the Quality Control Plan (QCP):

- Inspection check sheets
- Material compliance certificates
- Calibration certificates
- Laboratory test reports
- Pressure test certificates
- Density and compaction test results

- Concrete strength test results
- Coating inspection and dry film thickness reports.
- Weld inspection and NDT reports where applicable
- Final acceptance and commissioning records

No work shall be concealed, backfilled, covered, or placed into service until the required inspections, tests, and acceptance activities have been completed and recorded in accordance with the approved QCP and Eskom QM58 requirements.

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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:

- 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.
- Eskom Holdings SOC Limited reserves the right to request disciplinary/corrective action if, and when, required.
- 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.
- 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.
- The Contracting Party provides all overalls for his staff with clearly identifying motifs.
- The Contracting Party provides the necessary supervision to ensure that activities are conducted safely.

2. Security Arrangements:

- 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.
- 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 BOUNDARY	
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.

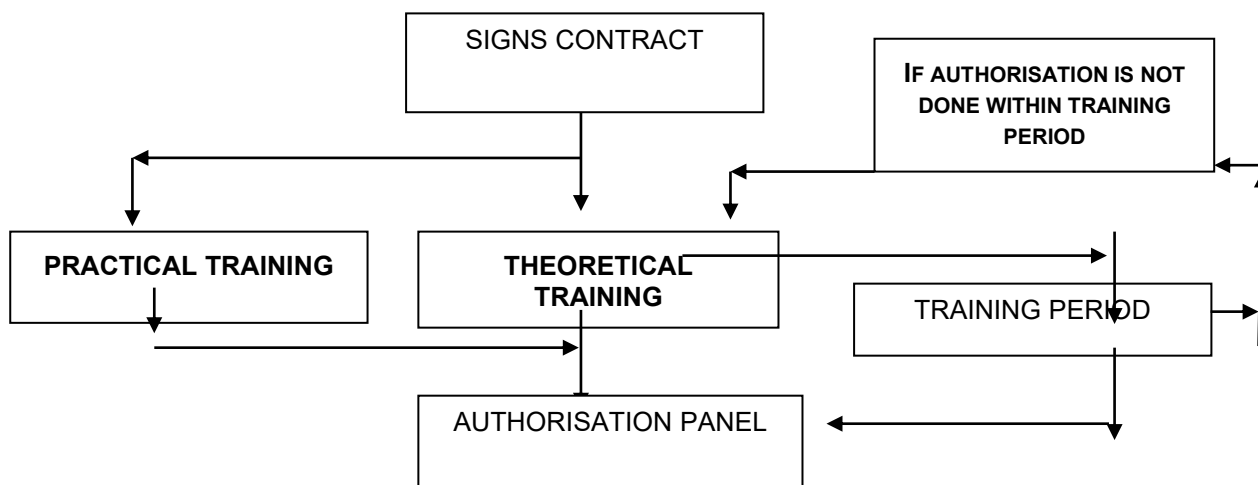
If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.

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

invoiceseskomlocal@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.