

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

This contract makes provision of comprehensive industrial Boiler Plant (Units 1 – 6) including Wet Ash Plant and Waste Management services at Kendal Power Station.

The service will be delivered within an operational coal-fired power station environment and will run on a 24-hour/7-day basis for a period of five (5) years. The primary objective of the contract is to maintain prescribed housekeeping and contamination control standards to ensure:

- Safe plant operation
- Prevention of combustible dust accumulation
- Environmental compliance
- Preservation of plant reliability

1.2 Employer's requirements for the service

1.2.1 Introduction

This contract establishes a strategic partnership for comprehensive industrial cleaning and waste management services across the Boiler Plant (0m to 82m level) and the Wet Ash Plant, including all conveying systems (SSC, Apron, Sicon, CAC) at Kendal Power Station. The objective is to institutionalize a proactive cleaning regime that mitigates systemic risks inherent to the plant's operation.

The operational environment is characterized by chronic fugitive ash from Dust Handling Plant (DHP) leaks and other boiler plant components. This creates a continuous source of contamination that, if unmanaged, compromises safety, obstructs maintenance access, accelerates equipment wear, and threatens generation reliability. A dedicated, performance-based service is required to transform housekeeping from an ad-hoc reaction into a controlled, predictable input.

By outsourcing this non-core but critical function to a specialized supplier, Kendal Power Station can reallocate its internal technical resources to core value-creation activities: plant optimization, predictive maintenance, and defect elimination. This division of labour creates a synergistic partnership where the supplier's expertise in continuous material flow management directly supports the station's primary objectives of asset reliability and sustainable electricity supply.

1.2.2 Purpose

This document defines the performance-based scope for a strategic service partnership focused on Boiler Plant Integrity Assurance through systematic contamination management at Kendal Power Station. Its intent is to establish clear outcome-based performance standards and a collaborative management framework that aligns the service provider's objectives with the plant's core goals of safety, reliability, and environmental compliance. The duration of the contract will be 60 months (5 years). This contract is for the provision of industrial cleaning services and utility personnel at Kendal Power Station for a period of sixty (60) months. The scope encompasses all boiler house areas from the 9.5-meter level to the 84-meter level, inclusive of the boiler penthouses.

1.2.3 Scope of Work and Services

a) Industrial Cleaning

The *Contractor* shall perform continuous industrial cleaning to maintain prescribed housekeeping standards. This includes, but is not limited to, sweeping, vacuuming, dusting, washing of boiler externals and cleaning associated structures. A specific requirement is the cleaning and unblocking of coal feeders located on the 13-meter level.

b) Utility Personnel

The *Contractor* shall supply utility personnel to perform the cleaning services and other tasks as defined in the attached role specifications.

1.2.4 Frequency and Scheduling

a) Minimum Frequencies

The *Contractor* is responsible for maintaining all areas listed in section below respectively: Cleaning of the Units 1 to 6 – Boiler Plant and Waste Material Characterization for Boiler House Cleaning to the cleanliness standard defined in sections below respectively: Critical Cleaning Responsibilities Performed by Utilitymen and Industrial Cleaning Requirements on a continuous basis. While indicative frequencies are provided in section 1.2.11, the primary performance requirement is that no area shall fall below the defined standard at any time. The *Contractor* must implement a proactive inspection and cleaning regime to meet this continuous standard. The *Contractor* shall submit their proposed inspection and maintenance plan for approval within 30 days of contract commencement.

b) Defect Response

All housekeeping defects (e.g., significant spillages, blockages) must be addressed immediately upon identification, irrespective of the scheduled frequency.

c) Outage Protocol

During plant outages, normal cleaning services shall continue-on the affected units unless otherwise instructed in writing by the *Employer's* Representative.

1.2.5 Nature and Classification of Waste

a) Expected Waste

The primary waste materials include coal dust, coarse ash, fine ash, pulverized fuel and oil/grease spillages from normal operational activities.

b) Volume Expectation

The quantity of ash, coal, grease, oil, debris and blockages is expected to be significant. The *Contractor's* resourcing plan must account for this.

c) Process Cleaning

Spillages resulting from operational challenges or defective plant equipment shall be classified as Process Cleaning and are included within this contract's all-inclusive pricing.

1.2.6 Service Delivery Requirements

a) Hours of Operation

The *Contractor* shall provide a 24-hour/7-day service, including weekends and public holidays, to ensure continuous coverage.

b) All-inclusive Pricing

The contract price is all-inclusive. The *Contractor* is responsible for all costs associated with service delivery, including but not limited to overtime, public holiday premiums, shift allowances and performance bonuses.

1.2.7 Cleaning of the Units 1 to 6 – Boiler Plant

Dusting and cleaning of Boiler Area (Units 1 to 6) from the zero-meter level to thirteen (13) meter level of the boiler floors and trenches. The basement boundaries include East Street, Precipitator Road and West Street. During outages staff will be allocated to the other units. The *Contractor* is required to perform industrial cleaning of Boiler house, ash plant and ash conveying systems at Kendal Power Station.

Cleaning includes and is not limited the sweeping, dusting, vacuuming, which of boiler external and its associated structures and ash conveying systems from Unit 1 to 6 up to E houses interfaces. These also include roads, equipment rooms, ducting, roofs, sumps, bins and platforms in the boiler house and ash conveying systems.

1.2.7 General Boiler Industrial Cleaning

Perform Boiler industrial cleaning. This includes the following.

Floors: The floors to be cleaned daily.

a) Boiler 13-meter level

Sweep ash and coal dust, pick up all rubbish, rubble and discards. Remove and clean coal from the mill bunker feeders. Dumping area for coal and ash is located within the station. Domestic waste must be put in yellow bins and hazardous material in red bins located at strategic positions in the stations. Rubbles and discards to be disposed of in skips located at every unit.

b) Boiler Staircases and Walkways 95m Level – 84m Meter Level

Sweep coal and ash dust, pick up all rubbish, rubble and discards. Clean around the entire boiler on all levels. All boiler handrails, cubicles, telephone cubicles, lift doors, signs to be dusted and washed. **All valve handles to be dusted in a safe manner and NOT to be operated under any circumstances.**

Sweep dust, pick up all rubbish, rubble and discards. Dumping area for coal and ash is located within the station. Domestic waste must be put in yellow bins and hazardous material in red bins located at strategic positions in the stations. Rubbles and discards to be disposed of in skips located at every unit. Clean all boiler stairways for the duration of the contract. Clean all handrails and pick up all rubbish, rubble and discards.

1.2.8 The following areas are included in the cleaning activity:

- All pipe work and pumps
- All valves and valve station
- All handrails, gratings, stairways, beams, cables and cable racks
- All warning signages
- All air and gas fans including the associated air and gas ducting
- All Secondary air heaters
- All Trenches and drains
- Sweep on the 13-meter level floor and remove spillage and rust.
- Clean and clear any rubble or debris on all staircases
- Daily removal of dust bins and cleaning rubbish, debris inside the boiler house
- Oil spillages
- Boiler penthouse

1.2.9 Waste Material Characterization for Boiler House Cleaning

The primary objective of boiler house cleaning is to remove all accumulated foreign materials to ensure safe and efficient operation. The waste materials are characterized as follows:

a) Primary Waste (Bulk and High Significance)

- **Coal and Coal Dust:** Significant volumes expected from conveyor spillage and handling operations.
- **Ash and Fly Ash:** Significant volumes expected from ESP hopper leakage, DHP or ductwork leaks, and general fugitive emissions. This is a high-priority combustible dust.

b) Secondary Waste (Incidental)

- **Oil and Grease:** Minor, localized spills and leaks from lubrication points, hydraulic systems, and turbine oil systems.

- **General Plant Debris:** Miscellaneous foreign materials (e.g., insulation fragments, worn gasket material).

1.2.10 Handling and Disposal Considerations

Cleaning procedures and waste handling must account for the specific hazards of each material type:

- **Combustible Dust Hazard:** Coal and ash dust accumulations present a deflagration risk. Cleaning methods must minimize dust clouds (prefer vacuum over blow-down).
- **Contamination Segregation:** Where practicable, oil-contaminated waste shall be segregated from general coal/ash waste for appropriate disposal.
- **Housekeeping Standard:** The final acceptance criterion is the removal of all loose material to eliminate slip, trip, and fire hazards, and to restore proper access and maintenance clearance.

1.2.11 Critical Cleaning Responsibilities Performed by Utilitymen

a) Scope

Cleaning of the Boiler Plant and Associated Auxiliary Systems.

b) Purpose

To define the critical cleaning, housekeeping, and auxiliary support tasks for which the Utilityman role is responsible, ensuring safe, reliable plant operation and compliance with housekeeping standards.

Risk Awareness & Safety Compliance: The Utilityman must possess a certified understanding of the critical safety risks inherent to the boiler plant environment, including but not limited to working at height, confined spaces, live machinery, combustible dust, and high-pressure systems. All work must be performed in strict compliance with Kendal Power Station's Plant Safety Regulations (PSRs), Lockout-Tagout (LOTO) procedures, and the project-specific Hazard Identification and Risk Assessment (HIRA).

1.2.12 Primary Responsibility Areas and Tasks

No	Responsibility Area	Specific Tasks
1	Mill and Fuel System Maintenance	a) Unblocking mill feeders. b) Sound hood cleaning. c) Mill girth gear draining; transport used oil to OPS support. d) Mill balls loading/removal (Units 1-6). e) Lifting full/empty mill ball bins to/from 13m level.
2	Fan and Air System Housekeeping	a) ID fan screen cleaning. b) PA (Primary Air) fan cleaning.
3	Oil and Fluid Management	a) Clean oil spillages around boilers (U1-6), BFPs, and general station areas. b) Oil sump cleaning (FAB 1-3, Fuel Oil Workshop). c) Oil top-ups and diesel top-ups (DG sets, fire pumps, mobile compressors). d) Drain oil from terrace bins 1, 2, 3.
4	Drainage and Water System Integrity	a) Sump cleaning (FAB 1-3). b) Unblocking main drains (U1-U6) and cable tunnel drains. c) Cleaning trenches station wide. d) Cleaning cooling tower floors and trenches. e) Auxiliary cooling ponds cleaning (East & West).
5	Gas System Support	a) N ₂ , O ₂ , CO ₂ , and H ₂ bottle changing.

1.2.13 Industrial Cleaning Requirements

No	Equipment to be Cleaned	Method of Cleaning	Frequency	Remarks
1	Control and mimic panels	Dust, spot clean and dry polish. No water allowed.	Daily	
2	Electrical panel Boards	Sweep and damp clean.	Once per week	Open panels not to be touched cleaned
3	Switch and control boxes	Dust and damp clean, no free water.	Daily	
4	Light fittings	Dust, spot clean and damp clean, no free water.	Once per month	
5	Telephone cubicles	Dust, damp clean and disinfect.	Daily	
6	Fire extinguishers	Dust and damp clean.	Once per week	
7	Dustbins	Empty into local rubbish container and clean.	Daily	
8	Windows and doors	Damp Clean.	Daily	
9	Corridor floors	Vacuum, damp sweep and machine polish.	Daily	Floor polishes may be applied on vinyl flooring, not on tiles
10	Walls	Dust, damp clean	Once per week	

1.2.14 Tools Required on the Switchgear Rooms

No	Required	Purpose	Where to be used
1	Saw dust (Client to provide)	Switchgear room	Floors
2	Cleaning materials - soap (Client to provide)	Switchgear room	Floors, doors, panels
3	Wheelbarrows and shovels	Switchgear room	In case of spillage or high amount of dust or rubbish
4	Feather dusters	Switchgear room	Surfaces, floors, walls, panels, etc.
5	Plastic bags (Client to provide)	Switchgear room	Rubbish
6	Rags (Client to provide)	Switchgear room	Surfaces, floors, walls, panels, etc.

1.2.15 Areas that require industrial cleaning for Ash Plant and Boilers

No	Equipment to be Cleaned	Methods of Cleaning	Frequency	Remarks
1	Electric motors	Sweep and damp clean using detergent/decreasing fluid, splash water is allowed avoid direct water jets.	Daily	Take care when cleaning moving/ rotating Plant.
2	Electric panel boards	Sweep and damp clean.	Daily	Open panels not to clean.
3	Switch and control boxes	Dust and damp clean, avoid direct water jets.	Daily	
4	Electric plugs	Sweep and damp clean	Daily	

5	Light fittings	Dust and damp clean, splash water is allowed. Avoid direct water jets.	Daily	
6	Telephone cubicles	Dust and damp clean.	Daily	
7	Pumps	Water wash and remove oil and grease, alternatively sweep and damp clean.	Daily	Take care when cleaning moving/ rotating plant.
8	Gearboxes	Sweep, remove oil and grease and damp clean, splash water is allowed. Avoid direct water jets	Daily	Take care when cleaning moving/ rotating plant.
9	Gauges	Water wash and remove oil and grease, alternatively sweep and damp clean.	Daily	
10	Valves	Water wash and remove oil and grease, alternatively sweep and damp clean	Daily	Take care when cleaning moving or rotating plant.
11	Primary Air, Forced Draught and Induced draught fans and fan ducting	Sweep, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets, splash water allowed.	Daily	Take care when cleaning moving or rotating plant no detergents to enter oil system and tank.
12	Air heaters	Sweep, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets, splash water allowed.	Daily	Take care when cleaning moving or rotating plant no detergents to enter oil system and tank.
13	Air vents, air and gas ducting	Sweep, vacuum clean, degrease and damp clean using detergents when needed. No direct water jets.	Daily	Take care when cleaning moving or rotating plant.
14	Pipes, heat exchangers, vessels etc.	Sweep and damp clean.	Daily	Be aware of hot pipes and defective uninsulated areas.
15	Basement floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep.	Daily	
16	Structures, hangers and supports	Sweep and damp clean.	Daily	Wear safety belts where required.
17	Boiler House walls, beams and structure	Sweep, dust, damp clean and scrub.	Daily	
18	Steel stairwells	Dust, sweep and pick up all rubbish, wash rubble discards.	Daily	
19	Goods and passenger lifts	Sweep and damp clean.	Daily	
20	Handrails	Dust and damp clean.	Daily	
21	Road between Boiler/ FFP	Sweep	Daily	

22	Fire extinguishers, hydrants and hose reels	Dust and damp clean.	Daily	
23	Dust bins	Empty into local rubbish container	Dust bins	
24	Concrete elevated floors	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep.	Daily	
25	Basement floor	Vacuum floor sweeping with occasional water wash and sweep. Where floor sweepers cannot access, water wash and sweep.	Daily	

1.2.16 Tools required for Boiler and Ash cleaning

No	Tool Type	Where to be used	Purpose
1	Saw dust (Client to provide)	Boiler x 6	All boiler floors, oil spillages
2	Cleaning materials/Rags (Client to provide)	Boiler x 6	For cleaning the stairways walls, mill plant forms, doors, panels, oil systems, etc.
3	Wheelbarrows and shovels	Boiler x 6	In case of spillage or high amount of dust or rubbish, ash, coal removal.
4	Heavy duty hose pipes	Boiler x 6	Boiler washing, floors washing, blowing of dust, etc.
5	Feather dusters	Boiler x 6	Surfaces, floors, walls, panels, etc.
6	Garbage/Refuse Plastic bags (Client to provide)	Boiler x 6	Rubbish
7	Brooms	As per scope	Sweeping

1.2.17 Equipment Required

No.	Description	Unit	Quantity	Description
1	Site bakkie	Number	2	Site based bakkie used by the Supervisor for moving equipment, tools, etc. within the station.
2	Home-work-home transport	Number		Transported designated specifically for faring or transporting employees to and from work.
3	Cleaning Tools (brooms, shovels, wheelbarrows, dusters)	Number		These are tools and equipment used by the <i>Contractor</i> in the plant to execute work effectively.

4	Medicals	Yearly		All employees working at Kendal power station are expected to attend full medical assessment once per year in line with the OHS Act.
5	Personal Protective Equipment	Frequency		The <i>Contractor</i> is expected to ensure that employees are furnished with PPE so that they can work safely. The breakdown is as per below: a) Overall, safety shoes, and hardhat – twice per year. b) Goggles – monthly. c) Dust mask – daily.
6	Communication two-way radios	Number	12 units (once-off)	For effective communication and safety reasons in the plant the Supervisor and Team Leaders are expected to be in possession of a two-way radio.
7	Site establishment or de-establishment	Frequency	2 times (once-off)	1 x during site establishment. 1 x during site de-establishment.

1.2.18 Manpower Resources Required

No	Required	Unit	Quantity
1	Site Manager	Number	1
2	Safety Officer	Number	1
3	Site Admin	Number	1
4	Supervisor	Number	2
5	General Workers	Number	90
6	Utilitymen	Number	5
7	Operators	Number	10

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
PSR	Plant Safety Regulations
LOTO	Lockout–Tagout
SHEQ	Safety, Health, Environment and Quality
OHSA	Occupational Health and Safety Act (Act 85 of 1993)
HIRA	Hazard Identification and Risk Assessment
QMS	Quality Management System
ISO	International Organization for Standardization
PPE	Personal Protective Equipment
FEL	Front-End Loader
HIRA	Hazard Identification and Risk Assessment
QMS	Quality Management System
ISO	International Organization for Standardization
PPE	Personal Protective Equipment
FEL	Front-End Loader
VT	Vacuum Truck
FAB	Fly Ash Bunker
PF	Pulverized Fuel
NCR	Non-Conformance Report
LDV	Light Delivery Vehicle
DG	Diesel Generator
SSC	Submerged Scraper Conveyor
CAC	Coarse Ash Conveyor

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor* shall submit a detailed *Contractor's Plan* for acceptance. The *Contractor's Plan* shall represent the Contractor's methodology for performing the service throughout the Service Period.

The *Contractor's Plan* shall demonstrate how the *Contractor* intends to deliver continuous, performance-based industrial cleaning and utility services in a live power station environment on a 24-hour / 7-day basis.

2.1.1 General Requirements of the Contractor's Plan

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

a) Service Delivery Methodology

- Overall strategy for continuous contamination management.
- Cleaning regime for Units 1–6 (0m–84m levels).
- Ash plant and conveying systems cleaning methodology.
- Spill response and defect response procedures.
- Waste segregation and disposal process.
- Dust control and vacuum-cleaning approach.
- Methods to prevent water ingress into electrical and drive components.
- Safe cleaning methods for live and rotating equipment.

b) Resource Plan

- Organogram showing reporting structure.
- Manpower deployment per shift (24/7 coverage).
- Core Crew structure and contingency arrangements.
- Equipment allocation (FELs, Vacuum Trucks, Tippers, Skid Steers).
- Transport arrangements.
- Backup resources for peak workload or outages.

c) Start-up Plan

The *Contractor* shall submit a mobilisation programme detailing:

- Site establishment activities.
- Recruitment and onboarding of personnel.
- Induction and medical fitness compliance.
- PSR authorisation programme for Supervisors and Utilitymen.
- SHE file submission.
- Equipment mobilisation and inspection.
- Communication systems implementation.

In developing the *Contractor's* Plan, the Contractor shall specifically take into account:

- The live operational environment of a coal-fired power station.
- Working at heights up to 84m.
- Combustible dust risk management.
- 24-hour service continuity requirements.
- Immediate response to spillages and blockages.
- Environmental licensing constraints.
- Lockout-Tagout and Permit-to-Work procedures.
- Restricted access during plant outages.
- Seasonal weather impact on ash dump and conveyor areas.
- Requirement to maintain all areas continuously above the defined Cleaning Standard.

The *Contractor* shall demonstrate how risks will be identified, mitigated and monitored.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	To be confirmed	To be confirmed	<i>Service Manager</i> and <i>Contractor</i>

Overall contract progress and feedback	To be confirmed	To be confirmed	<i>Service Manager and Contractor</i>
SHEQI Meetings	To be confirmed	To be confirmed	<i>Service Manager and Contractor</i>
Power Station Mass Brief	To be confirmed	To be confirmed	<i>Service Manager and 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* shall provide competent management, supervision and key personnel necessary to deliver the Service in accordance with the Conditions of Contract and this Service Information.

The *Contractor* shall ensure that all key personnel:

- Are suitably qualified and experienced in industrial cleaning and/or heavy industrial operations.
- Have previous experience working in high-risk environments such as power stations, refineries, mines or heavy industry.
- Are medically fit and authorised in terms of Eskom Plant Safety Regulations (PSR) where required.
- Remain dedicated to this contract unless otherwise approved by the *Service Manager*.

The *Contractor* shall ensure:

- Continuous supervisory presence during all shifts.
- Adequate supervision ratio relative to manpower deployment.
- Supervisors are PSR authorised where required.
- Supervisors are competent in risk assessment, housekeeping standards and plant interface management.

Minimum Competency Requirements

The *Contractor* shall ensure that:

- The Site Manager has at least five (5) years' experience in industrial operations management.
- The Safety Officer is registered or suitably qualified in Occupational Health and Safety.
- Equipment Operators are licensed and certified for the relevant plant.
- Utilitymen performing auxiliary support tasks are trained in mechanical housekeeping and plant safety protocols.
- All personnel have completed site induction.

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

2.5.1 General

All documentation generated under this contract shall be properly controlled, uniquely identified, traceable, and auditable for the duration of the Service Period.

All communications which have contractual significance shall comply with Clause 13 of the NEC3 TSC and shall be issued formally.

Informal email messages shall not constitute contractual communication unless accompanied by a properly compiled letter, form or attached document clearly marked as a communication under the Contract.

2.5.2 Contractual Communications

All contractual communications shall:

- Be in writing.
- Be clearly titled as "Communication in terms of Clause [X]".
- Be issued as a signed letter or formal NEC form.
- Be attached as a PDF document to email correspondence.
- Not be issued as plain text within the body of an email.

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 **invoiceslocal@eskom.co.za** 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;
- *Contractor's* Banking Details

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

Not Applicable

2.9 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.

2.10 Training workshops and technology transfer

Where improved cleaning methods, vacuum systems, dust control technologies or management systems are introduced by the *Contractor*, the *Contractor* shall:

- Demonstrate such methodologies to the *Employer*.
- Provide written procedural guidance.
- Provide operational best practice documentation.
- Conduct briefing sessions for Employer representatives.

2.11 Design and supply of Equipment

Where the *Contractor* designs, modifies, fabricates, procures, or customises Equipment for the purpose of Providing the Service, the *Contractor* shall remain fully responsible for:

- The adequacy of the design.
- Fitness for purpose.
- Compliance with applicable legislation.
- Safe integration into the live operational environment.
- Safe operation and maintenance.

Nothing in this section shall transfer design responsibility to the *Employer* or the *Service Manager*.

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

2.12.1 Equipment

All Equipment used in providing the Service, including but not limited to vacuum trucks, front-end loaders, skid steers, tipper trucks, hand tools, communication devices and temporary installations, shall remain the property of the *Contractor* and shall be removed from site upon completion of the Service Period.

2.12.2 Information and other things

None

2.13 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 People

4.1.1 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.

4.1.2 BBBEE and preferencing scheme

The *Contractor* shall comply with all applicable Broad-Based Black Economic Empowerment (B-BBEE) and preferential procurement requirements applicable to this contract.

The *Contractor* shall maintain the B-BBEE status level declared at the time of tender submission for the duration of the contract. Where the *Contractor's* B-BBEE status changes during the contract period, the *Contractor* shall immediately notify the *Service Manager* and provide the relevant updated B-BBEE certificate or sworn affidavit.

The *Contractor* shall comply with the requirements of the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000), the B-BBEE Act (Act 53 of 2003) and associated regulations.

Where applicable, the *Contractor* shall:

- a) Promote the participation of black-owned enterprises, black women-owned enterprises, youth-owned enterprises and designated groups in the execution of the service.
- b) Implement subcontracting or supplier development initiatives in line with the commitments made in the tender submission.
- c) Ensure that any subcontractors or suppliers utilised for the execution of the service comply with the relevant B-BBEE requirements.
- d) Submit periodic reports to the *Service Manager*, when requested, demonstrating compliance with the B-BBEE commitments made during the tender process.
- e) The *Contractor* shall ensure that all documentation relating to B-BBEE compliance, including certificates, affidavits, and subcontracting arrangements, is maintained and made available for audit or verification by the *Employer* or its authorised representatives.
- f) Failure to comply with the B-BBEE commitments made in the tender submission may constitute non-performance under the contract and may be addressed in accordance with the provisions of the contract.

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

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA.

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria.

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

4.2 Subcontracting

4.2.1 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.

4.2.2 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*.

4.2.3 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.

4.2.4 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.

4.3 Plant and Materials

4.3.1 Specifications

All Plant and Materials supplied by the *Contractor* shall comply with the technical requirements specified in the Scope of Work for the Provision of Comprehensive Boiler Plant Cleaning Services at Kendal Power Station.

The *Contractor* shall ensure that all Plant and Materials used for the service are:

- Fit for purpose and suitable for industrial cleaning activities within a coal-fired power station environment.
- Compatible with the existing plant equipment and systems at the Affected Property.
- Maintained in good working order and used in accordance with safe operating procedures.

The *Contractor* shall provide all necessary tools and equipment required to execute the work effectively, including but not limited to:

- Cleaning tools such as brooms, shovels, wheelbarrows and dusters.
- Heavy-duty hose pipes for boiler and floor washing.
- Industrial cleaning equipment for dust, ash, coal and debris removal.
- Vehicles and equipment required for cleaning operations such as front-end loaders, vacuum trucks, skid steers and transport vehicles where required for material handling and waste removal.

The *Contractor* shall also ensure that employees are provided with appropriate Personal Protective Equipment (PPE) including overalls, safety shoes, hard hats, goggles and dust masks in accordance with the Occupational Health and Safety Act and Eskom safety requirements.

Certain consumable materials such as plastic bags, cleaning rags and cleaning chemicals may be provided by the *Employer* as indicated in the Scope of Work.

All Plant and Materials shall comply with applicable Eskom standards, Occupational Health and Safety requirements, and recognised industry standards where applicable.

4.3.2 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.

The following constraints shall apply:

a) Repair of Equipment

Where tools or equipment used in the cleaning activities become defective, the *Contractor* may repair the equipment provided that the repair restores the equipment to a safe and fully operational condition and does not affect the quality of the cleaning service.

b) Replacement of Defective Equipment

Where repair is not feasible, or where the defect may compromise safety, operational performance or service delivery, the defective equipment shall be replaced immediately with suitable equipment of equivalent or higher specification.

c) Service Continuity

The *Contractor* shall ensure that defective equipment does not interrupt the continuous industrial cleaning services required for the boiler plant and associated systems and shall provide replacement equipment where necessary to maintain the required service standard.

d) Safety Compliance

Any defective equipment that presents a safety risk shall be immediately removed from service until it has been repaired or replaced in accordance with the Occupational Health and Safety Act and Eskom safety requirements.

e) Responsibility for Maintenance Costs

The *Contractor* shall be responsible for all costs associated with the repair, maintenance or replacement of Plant and Materials used in providing the service.

All repaired or replacement equipment shall comply with the applicable Eskom standards, safety requirements and operational requirements of the Affected Property.

4.3.3 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.

4.3.4 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.

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

The *Employer* may provide certain consumable materials required for the execution of the service. These materials will be issued to the *Contractor* for use in performing the cleaning services at the Affected Property. The following Plant and Materials may be provided by the *Employer* on a free issue basis:

- Plastic bags for waste collection and disposal.
- Cleaning rags.
- Cleaning chemicals and soap for cleaning activities.
- Sawdust or similar absorbent material used for oil spill containment and cleaning.

The following arrangements shall apply:

a) Collection and Delivery

Free issue materials shall be collected by the *Contractor* from locations designated by the *Employer* within the Affected Property unless otherwise instructed by the *Service Manager*.

b) Off-loading and Handling

The *Contractor* shall be responsible for the off-loading, handling and safe transport of free issue materials to the work areas.

c) Inspection

The *Contractor* shall inspect all free issue materials upon receipt and notify the *Service Manager* of any shortages, damage or defects immediately.

d) Storage and Care

The *Contractor* shall be responsible for the safe storage, care, custody and control of free issue materials issued to them and shall ensure that such materials are protected from damage, contamination or loss.

e) Use and Return of Materials

Free issue materials shall only be used for the purposes of executing the service. Any unused materials remaining at the end of the contract or at the completion of specific tasks shall be returned to the *Employer* unless otherwise instructed.

f) Loss or Damage

Where free issue materials are lost or damaged due to negligence by the *Contractor*, the *Contractor* may be required to replace such materials at their own cost.

All other Plant, equipment, tools, vehicles and materials required for the execution of the service shall be provided by the *Contractor*.

4.3.6 Cataloguing requirements by the *Contractor*

Not Applicable

5 Working on the Affected Property

The *Contractor* shall execute all work within the operational environment of Kendal Power Station and shall ensure that all activities are conducted in a manner that does not compromise the safety, reliability or operation of the power station.

The *Contractor* shall comply with all applicable Eskom procedures, standards and statutory requirements, including but not limited to:

- Occupational Health and Safety Act (Act 85 of 1993) and applicable regulations.
- Eskom Plant Safety Regulations (PSR).
- Eskom Life Saving Rules.
- Lockout–Tagout (LOTO) procedures.
- Eskom Safety, Health, Environmental and Quality (SHEQ) requirements.
- Environmental and waste management requirements applicable to coal fired power stations.

The *Contractor* shall maintain a high standard of housekeeping, safety and environmental control at all times while performing the services on the Affected Property.

All work shall be performed in accordance with the approved risk assessments, method statements and work procedures, and under the supervision of competent personnel appointed by the *Contractor*.

Failure to comply with the site rules, safety requirements or operational constraints may result in the suspension of work until compliance is achieved, without additional cost to the *Employer*.

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

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

a) Site Access Permits and Entry Requirements

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

b) Security Screening

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

c) Vehicle Access

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

d) Personal and Equipment Inspections

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

e) Compliance with Site Regulations

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

f) Induction and Training

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

g) Costs

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

h) Breach of Security Protocols

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

5.2 People restrictions, hours of work, conduct and records

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

Hours of Work

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

5.3 Health and safety facilities on the Affected Property

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

- **First Aid Facilities**

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

- Main Site Office
- Construction Area Safety Cabin

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

- **Emergency Medical Services**

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

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

- **Disease Prevention and Epidemics**

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

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

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

- **Emergency Procedures**

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

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

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

5.4 Environmental controls, fauna & flora

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

a) Environmental Controls

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

b) Fauna & Flora

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

c) Dealing with Objects of Historical Interest

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

d) Compliance and Monitoring

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

5.5 Cooperating with and obtaining acceptance of Others

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

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

5.6 Records of Contractor's Equipment

- The *Contractor* must maintain accurate and up-to-date records of all Equipment brought onto the Site.
- The records must specify the ownership status of each item of Equipment (owned, hired, or leased).
- These records must be made available to the *Service Manager* upon request.
- All Equipment must be maintained in good working order, and regular inspections must be conducted to ensure operational safety and compliance.
- The *Contractor* is responsible for the removal of all Equipment from the Working Areas upon completion of the Works or when no longer required.

- The *Contractor* must ensure that Equipment is positioned and operated in a manner that does not obstruct Site access, walkways, or operations by Others.
- Adequate barriers and warning signs must be in place when Equipment is in use to prevent unauthorized access or accidental interference.

5.7 Equipment provided by the *Employer*

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The following outlines the site services and facilities provided by the *Employer* and the requirements for their use:

a) Power Supply

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

b) Water Supply

- Potable and non-potable water will be available at designated locations on-site,
- The *Contractor* must provide the necessary hoses, tanks, or infrastructure to connect to the water supply.

c) Waste Disposal

- Waste disposal facilities, including general waste and hazardous waste disposal areas, will be provided by the *Employer*.
- The *Contractor* is responsible for ensuring proper segregation, storage, and disposal of waste in compliance with local environmental regulations.
- Any additional waste management requirements beyond what is provided by the *Employer* will be the *Contractor's* responsibility.

d) Additional Requirements

- The *Employer* will not provide additional facilities or services beyond those stated above.
- The *Contractor* is responsible for providing all other necessary site services, equipment, and infrastructure to complete the Works.

5.8.2 Provided by the *Contractor*

a) Storage Facilities

- Secure storage facilities must be provided for storing tools, equipment, and materials required for the Works.
- Separate storage for hazardous materials must be established, compliant with health, safety, and environmental regulations.

b) Office Equipment

The *Contractor* shall supply and maintain all required office equipment, including but not limited to:

- Computers with licensed software and internet connectivity.
- Printers, copiers, scanners, and stationery.

c) Location and Layout of Facilities

- The *Contractor* must submit drawings of the proposed site facilities for approval by the *Service Manager* before commencing construction.
- Facilities must not interfere with ongoing site operations or encroach on restricted areas.
- The location of all temporary facilities shall comply with environmental and zoning regulations.

d) Post-Completion Disposition of Facilities

- Upon completion of the contract, temporary facilities such as site accommodation and construction camps must be dismantled.
- The *Contractor* is responsible for the removal of debris and the restoration of the site to its original or agreed-upon condition.
- Any permanent facilities provided by the *Contractor* that are to remain on-site must be formally handed over to the *Employer* in an agreed-upon condition.

5.9 Control of noise, dust, water and waste

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

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

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

5.10 Hook ups to existing works

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

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall carry out routine inspections and verification activities to ensure that the services are performed in accordance with the requirements of this contract and the prescribed housekeeping standards for the Affected Property.

The following inspections and checks shall be carried out:

a) Housekeeping and Cleaning Inspections (*Contractor*)

The *Contractor* shall conduct regular inspections of the work areas to verify that cleaning activities meet the required cleanliness standard. Inspections shall include verification that the areas are free from:

- Coal dust, ash and debris
- Oil and grease spillages
- Waste material and rubbish
- Standing water or blocked drains
- Any material that may create slip, trip or fire hazards

b) Equipment and Tools Inspection (*Contractor*)

The *Contractor* shall inspect all tools, equipment and vehicles used in the execution of the service to ensure that they are:

- Safe and in good working condition
- Suitable for the intended cleaning activities
- Compliant with applicable safety and operational requirements

c) Service Performance Inspections (*Service Manager*)

The *Service Manager* or the *Employer's* authorised representative may carry out inspections at any time to verify that:

- The cleaning services are performed in accordance with the contract requirements.
- The required housekeeping standards are maintained continuously.
- Waste materials are handled and disposed of in accordance with environmental and safety requirements.

d) Joint Inspections

Where required, joint inspections may be conducted between the *Contractor* and the *Service Manager* to verify the condition of specific areas, resolve housekeeping defects, or confirm completion of cleaning activities.

e) Rectification of Defects

Where inspections identify deficiencies in cleaning standards, safety compliance or service delivery, the *Contractor* shall rectify the defects immediately or within the timeframe instructed by the *Service Manager*.

All inspections and verification activities shall be documented and records shall be made available to the *Service Manager* upon request.

5.11.2 Materials facilities and samples for tests and inspections

The *Contractor* and the *Employer* shall provide the necessary materials, facilities and assistance required to enable tests and inspections to be carried out.

a) **Contractor's Responsibilities**

The *Contractor* shall provide the following for the purpose of tests and inspections:

- Access to all work areas where cleaning services are being performed.
- Access to all tools, equipment and vehicles used in the execution of the service for inspection purposes.
- Necessary cleaning equipment and demonstration of cleaning methods where verification of cleaning performance is required.
- Inspection records, housekeeping checklists and maintenance records related to the execution of the service.
- Safe access arrangements such as ladders, platforms or lifting equipment, where required for inspection of elevated areas.

b) **Employer's Responsibilities**

The *Employer* shall provide:

- Reasonable access to the Affected Property and relevant plant areas where inspections are required.
- Access to designated waste disposal areas, storage areas and housekeeping control points used for verification of cleaning activities.
- Access to the *Employer* or *Service Manager* for conducting inspections and verifying compliance with the contract requirements.

c) **Facilities for Inspections**

The *Contractor* shall make available suitable facilities and assistance to allow inspections to be conducted safely and effectively, including:

- Escorting the *Service Manager* or authorised representatives to work areas.
- Providing relevant risk assessments and permits for areas where inspections are required.
- Ensuring compliance with site safety requirements during inspections.

d) **Samples**

Where required by the *Service Manager*, samples of waste materials such as ash, coal dust or contaminated materials may be collected for verification of waste classification and handling procedures.

6 List of drawings

6.1 Drawings issued by the Employer

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title