

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The scope will include but is not limited to:

Dust handling plant ash conveying system (primary chain conveyors, first and second collecting conveyors, top bunker conveyors, bucket elevators, DHP vacuum valves)

Scope:

Monitor daily the Electrostatic Precipitator(ESP) Hoppers for blockages and unblock them hourly and report any abnormalities

Continuous monitoring and operating of ESP hopper knife gates during normal operation, shutdowns and light ups and reporting on any defective knife gates

Checking of hopper level indicators for functionality and reporting of abnormalities

Agitating and hammering of ash hoppers to prevent hang ups

Unblocking of any ESP hopper blocked chutes

Report on leaking ESP hoppers and ash conveying system

Check operation of ESP hopper flap valves and report any abnormalities

Checking and reporting general condition of Dust Handling Plant (DHP) and defect any and every abnormality

Check and report on removed cladding and lagging around ESP hoppers

Continuous monitoring and operating of ESP hopper knife gates if one or more units are affected by ash backlogs or primary chain conveyor is returning from service

Assist operating by operating first and second collecting discharge knife gates during stream changing to avoid prolonged standing time of conveyors

Follow up on submitted defects and compile tracking index

Inspect primary chain conveyor flights and report any abnormalities

Compile reports and status for all the above on an "as and when" required basis

1.2 Employer's requirements for the service

- The *Contractor* provides a core crew for day and night Shifts including weekends and public holidays
- The *Contractor* is expected to attend meetings as stipulated but not limited to;
 - Toolbox talk meeting
 - Safety hour/Safety meeting
 - Sectional prioritization meeting
 - Sectional planning meeting
- The *Contractor* provides afterhours callouts as and when required for safety officers
- The *Contractor* provides qualified labour to carry out the service.
- The *Contractor* provides tools and equipment to carry out the work.
- The *Contractor* ensures the safety of own personnel, other contractors and Eskom employees in the vicinity of the works by complying with the OHS Act No.85 of 1993 and its Regulations.
- The *Contractor* plans and executes the work and provides a detailed plan/program for each task.
- The *Contractor* plant status reports as stipulated by the contract manager.
- The *Contractor* performs quality control on own work as per pre-approved control plans.
- The *Contractor* performs work within the specified period and to the acceptable quality standard.

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- The *Contractor* is required to have Authorised supervisors as per the Eskom's Plant Safety Regulations within 3 months of contract start date. The course will be provided free of charge by Kendal Power Station. It remains the Contractor's responsibility to book his personnel for the training.

1.2.1.1 Special Requests

- Risk assessments must be completed before each task.
- Eskom Lifesaving rules to be adhered to at all times.
- Eskom safety meetings and regulations to be adhered to.
- Will comply within Eskom QC Standard's.
- Will comply within Eskom (WWM) work week management system.
- The *Contractor* Supervisor will be authorized in Eskom (PSR) Plant Safety Regulations as an Authorised Supervisor within 3 months.
- Good housekeeping to be maintained at all times
- All telephone accounts on *Contractor* account
- Site conditions will be according to the Eskom and Safety regulations standard's
- Quality control plan and contract Quality plan approval process standards as per QM 58 to be used
- Audit on *Contractor* will be done on a frequent basis
- *Contractor* to make use of Eskom ablution facilities
- *Contractor* to provide own cabins and *Employer* to provide space.
- Transport to be provided by *Contractor* and included in cost
- Eskom transport procedures to be adhered to
- Safety (Zero harm policy)
- PPE to be provided by *Contractor* for *Contractor* Employees, and must comply with Eskom requirements.
- After being called out the *Contractor* response time, is to be on site within **1 hours**
- *Contractor* can only be called out by the *Service manager* or *Contract supervisor*.

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Appointed Person
AS	Appointed Supervisor
BCEA	Basic Conditions of Employment Act
CIOID	Compensation for occupational injuries and diseases
CPA	Cost Price Adjustment
EOD	Electrical Operating Desk
HP	High Pressure

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NEC	New Engineering Contract
PSR	Plant Safety Regulations
QCP	Quality Control Plan/Checklist
RP	Responsible Supervisor
SOW	Scope of Work
TBA	To be advised

2 Management strategy and start up.

2.1 Management meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	1 week before contract start date	Kendal Power Station, Specific conference room TBA	Services Manager, Contractor and Supervisors
Risk register and compensation events	Weekly	Kendal Power Station, Specific conference room TBA	Services Manager, Contractor
Tool box talk	Daily prior commencement of the shift activities	Kendal Power Station, Specific conference room TBA	Supervisor and Contractors
Planning, scheduling and feedback	Once a week at 08:30	Kendal Power Station, Specific conference room TBA	Services Manager, Contractor and Supervisors
Close out meeting	Daily at 15:30	Kendal Power Station, Specific conference room TBA	Services Manager, Contractor and Supervisors
Safety meeting	Once a week	Kendal Power Station, Specific conference room TBA	Safety Officer & SHEQ Technician, Services Manager
Ad hoc work stoppage	As and when required	Kendal Power Station, Specific conference room TBA	Contractor, Service Manager and Supervisors
Scope clarification and orientation meetings	1 week before contract start date	Kendal Power Station, Specific conference room TBA	Contractor, Services Manager and Supervisors
Assessment Meetings	Last day of the month	Kendal Power Station, Specific conference room TBA	Contractor, Services Manager and Supervisors

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

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.

2.2 Contractor's management, supervision and key people

- 2.2.1 The Contractor must ensure that only trained and competent personnel be allowed to work on the applicable plant. The Service Manager is entitled to verify the qualifications of the Contractor.
- 2.2.2 The Contractor's supervisors must be knowledgeable about the conditions and Service Information entailed in this contract and capable of executing the service.
- 2.2.3 The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the Service included in this contract.
- 2.2.4 The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services Manager.

2.2.5 The key persons

Key persons of Contractor				
Designation				
Name				
Experience				
Tel				

1. The Contractor's Site Manager ensures that only competent persons be allowed to work on plant. The Employer's Service Manager is entitled to verify the qualifications of the Contractor.
2. The Contractor's supervisors must be knowledgeable about the conditions and scope of work contained in this contract and capable of executing the scope of work.
3. The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.
4. The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services Manager.

2.3 Police clearance

1. All Contractor personnel to undertake Police clearance since we are a national key point and clearance Certificates to be provided to the Service Manager at least 2 weeks before commencement of work.
2. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to Kendal Power Station.
3. The following website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php

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 The *Contractor* submits all documentation to the *Service Manager* and the *Service Manager* to the *Contractor's* Contract Manager.
- 2.5.2 Electronic contract communication is restricted to electronic mail only.
- 2.5.3 All communications are filed and kept on Site. These communication documents are to adhere to the TSC 3 communication requirements.
- 2.5.4 For contractual issues, standard NEC templates and forms are used by both parties or if unavailable, the *Employer's* templates and forms are used e.g. Defect Notifications Reports and Assessment Certificates. Alternatively, the *Contractor* prepares appropriate documentation to meet the *Employer's* requirements.
- 2.5.5 The *Contractor* implements the following procedures or paperwork over the first month of this Contract:
 - i. Business Organisation Chart
 - ii. Safety procedures

The following policies, procedures and specifications will be complied by at all times:

- i. Site Regulations – Kendal site Regulations
- ii. BIA/RM/STD/01 – Safety, health and environmental requirements to be met by *Contractors*
- iii. Hot work procedures
- iv. Eskom Kendal Site transport requirements
- v. Construction Regulations
- vi. Kendal Quality Manual
- vii. Occupational, health and Safety Act
- viii. Eskom Life saving Rules
- ix. All Relevant Kendal Power Station standards, policies and procedures
- x. All quality, health, environmental and safety costs are included in the contract price

2.6 Invoicing and payment

- 2.6.1 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.
- 2.6.2 The Contractor shall address the tax invoice to Eskom Holdings SOC Ltd. and includes on each invoice the following information:
 - a. Name and address of the *Contractor* and the *Service Manager*;

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- b. The contract number and title;
- c. *Contractor's* VAT registration number;
- d. The *Employer's* VAT registration number 4740101508;
- e. Description of service provided for each item invoiced based on the Price List;
- f. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required).

2.6.3 The *Contractor* attaches the detailed payment or assessment certificate of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

2.6.4 The invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za

2.6.5 To facilitate payment, the *Contractor* must ensure the following:

- a. Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- b. All Electronic invoices must be sent in PDF format only.
- c. Each PDF file contains one invoice; or one debit note; or one credit note only as Eskom's SAP System does not support more than one PDF being linked into the workflow at a time.
- d. Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- e. For Foreign invoices, suppliers are still be required to physically deliver hard copies of original documents to the respective documentation management Centre even though you have e-mailed those invoices
- f. A PDF file that was created directly from a system meets the definition of the original document and is allowed (including saving documents from Excel to PDF, Word to PDF etc.)
- g. An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- h. The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- i. If there is 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.
- j. All queries and follow-ups on invoice payments are made by contacting the FSS Contact Centre: Tel: 011 800 5060.

2.6.6 Payment is made within 30 days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Friday's only.

2.6.7 If CPA is applicable, the *Service Manager* and the *Contractor* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and *Service Manager* must confirm the escalation with the Financial Department before it may be implemented.

2.6.8 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

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delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for 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

_____ 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;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 Contract change management

- 2.7.1 Any item that affects the agreed prices or has the potential to do so must immediately be communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation.
- 2.7.2 After consideration, approval may be given by the *Service Manager* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only.

2.8 Records of Defined Cost to be kept by the Contractor

- 2.8.1 All original invoices or documentary proof, calculations etc. are submitted to the *Service Manager* for assessment purposes.

2.9 Management of work done by Task Order

- 2.9.1 Task Orders are issued per scope of work at the beginning of every month prior to the start of the service.
- 2.9.2 The Task Order includes the scope of work for the specific routine.
- 2.9.3 A Task Order is the instruction to commence work.
- 2.9.4 No work shall commence until a Task Order is issued and has been finalised, accepted and signed by both the *Employer* and *Contractor*.
- 2.9.5 All work will be issued on a Task Order system. The Work Order and Purchase Order will be created via the SAP PM system.
- 2.9.6 Task Orders are issued for all activities. Assessment of work will be conducted after work complete. Proof for assessments to be supplied to the *Service Manager*

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- 3.1.1 The *Contractor* complies with all relevant Eskom health and safety policies and procedures, with emphasis on the health and safety requirements contained in the Kendal Safety, Health & Environmental Specification (RA/RM/STD/01).
- 3.1.2 The *Contractor* performs all work according to OHSAS 18001.
- 3.1.3 The *Contractor* complies with the following:
- Eskom SHEQ Policy, 32-727
 - SHE Requirements for Eskom Commercial Process, 32-726
 - OHS Act 85 of 1993.
- 3.1.4 The *Contractor's* Safety Plan must be prepared and submitted to the *Employer's* Safety Risk Officer for auditing and approval as per the accepted programme and before any work can commence. The *Contractor's* Safety Officer liaises directly with the *Employer's* Safety Risk Officers regarding the Safety Plan and it is the *Contractor's* responsibility to arrange the appointments with the Kendal Safety Risk Officers. The Safety Plan (one or more files) is the *Employer's* requirement and remains the *Employer's* property and is always available on site for inspection and handed over to the *Employer* upon completion. The *Contractor's* Safety Plan is kept up to date and audited on a monthly basis for the duration of the contract.
- 3.1.5 Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be valid at all times and submitted to the *Service Manager* when renewed. These documents are to be submitted to the Eskom vendor database by the *Contractor*, before they expire.
- 3.1.6 The *Contractor* provides a monthly safety statistic report (worked man-hours) to the Service Manager on the first working day of each month for the previous month's statistics for the duration of the contract. This indicates the *Contractor's* actual man-hours worked on Site.
- 3.1.7 All *Contractors'* staff undergoes Safety Induction, presented by Kendal Power Station Risk Management Department.
- 3.1.8 The *Contractor* is responsible for the provision of adequate and correct personal protective equipment (PPE) for the *Contractor's* staff during the entire works. In addition to standard PPE such as safety boots, hard-hat, overalls, hearing protectors, safety glasses etc., the *Contractor* ensures that adequate PPE is worn for protection against chemicals while performing the service.
- 3.1.9 The *Contractor* ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.
- 3.1.10 The *Contractor* ensures cleaning of work areas and disposal of any waste materials generated is done continuously during the entire works.
- 3.1.11 Kendal Power Station is a national key point and therefore industrial action/strikes are not permitted. Strikes are to be managed by the *Contractor* at his/her own cost. The *Contractor* takes all necessary measures to prevent such action during the period of the contract.
- 3.1.12 The *Contractor* has a dedicated Safety Officer on Site at all times when work is performed.

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

3.2 Environmental constraints and management

- 3.2.1 Kendal Power Station is ISO 14001 2004 certified. The *Contractor* is required to ensure that all works are carried out as per the ISO 14001 standard and must comply with all policies and procedures including the following procedures:
- 3.2.2 Kendal Waste Management Procedure, 10241022 55-PC-010
- 3.2.3 Safety, Health & Environmental Specification for *Contractor's*, *1015696
- 3.2.4 Emergency Preparedness and Response, 39-29
- 3.2.5 Eskom Smoking Policy, 32-1126.
- 3.2.6 Oil spill management procedure 10241022 55-PC-010
- 3.2.7 Environmental Legal Register (List of Environmental Legislation applicable to Kendal)
- 3.2.8 The *Contractor* will be responsible for complying to any new environmental requirements, relevant to the Works Information, that may come into effect as part of Kendal Power Station's EMS for the duration of this contract.
- 3.2.9 If there is uncertainty around any environmental issues, the Environmental Department at Kendal Power Station may be contacted.
- 3.2.10 All work complies with the relevant environmental regulations. In this case the *Contractor* uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the *Contractor* in accordance with the applicable law.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

- 3.3.1 The *Contractor* performs all work according to ISO 9001. The *Contractor* complies with the Eskom's quality requirements, 240-10565800 (previously QM-58), Supplier Contract Quality Requirement's Specification and all relevant quality requirements including those listed in section 6, Plant and Materials standards and workmanship.
- 3.3.2 The *Contractor* ensures that a coordinated and formally documented management system is in place for the assurance of quality as specified in ISO 9001, Quality Management Systems Requirements.

Quality Requirements

- 3.3.3 The Supplier shall comply with the Eskom's QM 58 (240-105658000) Supplier Quality Management Specification
- 3.3.1 QCP's with action plans, safe work procedures and job observations shall be produced at the request of the Employer. QCP's must be signed and approved by quality controller / Cleaning Supervisor.
- 3.3.2 Quality requirements include visual inspection by the *Employer*, who will be entitled to witness progress of work at any time. The *Employer* shall also have the right to stop work and re-instruct the *Contractor*, who will comply with the requests.

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- 3.3.3 The *Employer* may, by arrangement, inspect completed work. If, in opinion of the *Employer*, the work does not comply with the quality requirements expected from the *Contractor*, the *Employer* shall instruct the *Contractor* to rectify the faults. The *Contractor* will comply with the instructions.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- 4.1.1.1 Semi-skilled personnel are in possession of valid school senior certificate.
- 4.1.1.2 All project managers, site managers and project leaders must have undergone training specific to the type of contract that they manage (e.g. NEC3), managerial course (e.g. project management, etc.) from reputable institutions.
- 4.1.1.3 All Supervisors must be in possession of valid qualifications, and must have undergone supervisory training from a reputable institution.
- 4.1.1.4 The *Contractor* will provide trained personnel for the implementation of all work.
- 4.1.1.5 The *Contractor* remunerates his employees at not less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.
- 4.1.1.6 In order to fully evaluate a tender, the *Contractor* is to submit an organogram, which is to include the relevant skills levels.
- 4.1.1.7 Qualifications of all staff to be submitted to the *Service Manager* two weeks prior to commencement of work and approval of qualifications of staff to be granted within one week of receipt of qualifications.
- 4.1.1.8 The *Contractor* submits requests to change any pre-approved staff together with proof of qualifications for approval prior to changing the staff.

Supervision

- 4.1.1.9 The *Contractor* provides Authorised Supervisor(s) in terms of the Plant Safety Regulations. The *Contractor* trains enough staff to cover for leave periods as well as night shifts, if required. Training will be provided by Eskom Kendal and is done according to a schedule, thus arrangements need to be made with the *Service Manager* well in advance.
- 4.1.1.10 Contractor to have a Supervisor on site at all times

Key Competencies and Experience

- 4.1.1.11 Supervisors and Site Managers:
 - a. Knowledge of PSR
 - b. Capability to read and interpret drawings
 - c. Ability to read and understand scopes of work
 - d. Maintain high cleaning standards despite pressing deadlines
 - e. Is alert in a high-risk environment and follows procedures
 - f. At least 2 years Supervisory experience
 - g. Power plant experience, preferably Eskom plant will be an advantage.
- 4.1.1.12 Semi-Skilled
 - a. Ability to use/operate the required equipment/tools
 - b. Maintain high standards despite pressing deadlines.

4.1.2 BBBEE and preferencing scheme

Refer to requirements as per section, **Error! Reference source not found.**

4.1.3 SDL&I (Supplier Development, Localisation & Industrialisation)**Section 1: Specific Goals**

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
N/A	N/A	N/A

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender Returnables if applicable.

NOTE 2: Application for exemptions:

If the required input materials cannot be wholly sourced from South Africa, bidders should request and obtain a written exemption letter from the DTIC. The exemption letter should then be submitted, and approvals obtained prior to the closure of the bid(s). The DTIC together with the procuring organ of state and the winning bidder will consider the exemption on a case-by-case basis.

2.2 Mandatory Subcontracting as condition of award

Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people

Potential scope to be subcontracted and/or outsourced:

- Medicals
- PPE
- Accommodation
- Home- work home transport
- Labour
- Tools - Torches
- Tools - Poking rods
- Tools - Rubber mallets
- Site Establishment and De-establishment

Subcontracting, in this instance, will be treated as a condition for contract award. A supplier awarded a contract may not subcontract more than 25% of the value of the contract to any other entity that does not have an equal or higher B-BBEE status level of a contributor than the supplier concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract

2.3 CIDB Skills Development

Continuation of Mandatory Requirements**a) Is there CIDB compulsory training?**

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
N/A	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description		

2.4 National Industrial Participation Programme

Eskom will implement the NIPP requirement, which determines that the contractor/supplier must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

“NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding USD 5 million.

“The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

“Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (dtic) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the dtic and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

“All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.”.

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will

form part of contractual obligations

1. **BBBEE requirements:** All tenderers are required at a minimum maintain their BBBEE status throughout the contract period:

2. **Local Procurement Content**

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

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

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

3. **Procurement spend on entities with a minimum 51% black ownership**

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	10.0%	
Black Women Owned	10.0%	
Black Youth Owned	9.0%	
Black Persons with Disability	1.0%	

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

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

5. **Skills Development**

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Tenderers are required to propose against the following training initiatives:

Skills Category	Eskom Target	Entry	output	Tenderers Proposal
Safety Officer	2	Matric	Full SAMTRAC Qual	
Artisans	2	N3/Matric	Trade Test Qual	
Total	4			

Note:

Qualifying candidates shall be currently unemployed graduates from university, Technical and Vocational Education and Training (TVET) Colleges and/or Matriculants. The skills development candidates shall be representative of the population demographics of South Africa and be sourced from the vicinity of the station.

Section 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% 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:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 5: Reporting and Monitoring

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- 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

Section 6: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

Current Suppliers Providing the Services	Potential Suppliers:
<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Open market

Section 7: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the SDL&I.

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

- 4.2.1.1 If the *Contractor* subcontracts work, he is responsible for providing the *Service* as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment was the *Contractor's*.
- 4.2.1.2 The *Contractor* supports local Small, Micro and Medium Enterprises (SMME) by purchasing equipment, tools and materials locally where such equipment, tools and materials are available.
- 4.2.1.3 All Subcontractors need to be approved by the *Service Manager* before the Subcontractor may be allocated work by the *Contractor* or be brought to the Site.
- 4.2.1.4 Subcontract documentation, and assessment of subcontract tenders
- 4.2.1.5 The *Contractor* must inform the *Service Manager* when intending to subcontract some of the works from the contract Scope of Work.
- 4.2.1.6 The *Contractor* may subcontract according to NEC contract or other types of contract.
- 4.2.1.7 The *Contractor* submits the proposed contract data for each Subcontractor for acceptance to the *Service Manager*.
- 4.2.1.8 The *Contractor* only employs competent Subcontractors.
- 4.2.1.9 The *Contractor* indicates on a list as shown below, the names of any Subcontractors (when known) whose services may be used to provide the works. The *Contractor* provides a short description of the work it is proposed to sub-contract to each, together with an approximate value of the work to be executed by each.
- 4.2.1.10 Where the Subcontractor is required to do physical work on Site, the *Contractor* provides details of the experiences of the mentioned Subcontractor as well as a list of references involving work of a similar nature.
- 4.2.1.11 Notwithstanding the inclusion of a Subcontractor name below, the *Contractor* obtains the written acceptance of the *Service Manager* prior to the employment of such Subcontractor.

Subcontractor	Description of work	Approximate value
1.		
2.		
3.		

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

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4.2.3 Limitations on subcontracting

- 4.2.3.1 The *Contractor* is not allowed to subcontract more than 25% of the contract value to another enterprise or supplier. In addition, the intended Subcontractor/s must have equal or better B-BBEE status, unless the intended Subcontractor is an EME that has the capability and ability to execute the sub-contract, in order to claim the points for B-BBEE.
- 4.2.3.2 The terms and conditions of employment of *Contractors* and Subcontractors must be made available to the *Service Manager* before any work may commence.
- 4.2.3.3 The *Contractor* and Subcontractors comply fully with all local and statutory labour laws (LRA, BCEA, UIF etc.) and agreements and promptly attend to any labour grievances that may arise. The *Contractor* and Subcontractors do not remunerate employees at less than the proclaimed statutory wage (Minimum Wage Act).
- 4.2.3.4 The contract does not create any renewal expectations on either party as referred to in section 186 "B" of the Labour Relations Act.

4.2.4 Attendance on subcontractors

- 4.2.4.1 It is the *Contractor's* responsibility to ensure that the Subcontractor(s) completes and supplies a daily Site diary, which includes details such as the labour resources available, starting time, ending time, equipment and materials used, weather conditions, interruptions etc.
- 4.2.4.2 The *Contractor* ensures that the diary is submitted by the Subcontractor to the *Service Manager* daily for checking, commenting and signing-off and a copy is supplied. If the daily diary is not signed off by each worker then a separate daily attendance register is supplied.

4.3 Plant and Materials**4.3.1 Specifications**

- 4.3.1.1 All tools and equipment used to clean the plant are supplied by the *Contractor*. The *Contractor* must submit the price list with the tender document to be part of the tender evaluation or negotiations.

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

- 4.3.2.1 The *Employer* supplies and installs scaffolding and solid barricading

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

- 5.1.1 Site entry is only approved once the following is adhered to:
 - a. All *Contractor* personnel and Subcontractors must have Police clearance certificates, which must be included in the Safety Plan and also handed to the *Service Manager* at least 2 weeks before commencement of work. The *Service Manager* reserves the right to refuse entry to all persons whose criminal records indicate that their presence on Site might create an unsafe and insecure environment to Kendal Power Station. The following

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website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php

- b. The *Contractors* and Subcontractors Safety Plan is approved by the *Employer's* Safety department.
- c. Site-specific induction is done by all personnel.
- d. Refer to the General Works information.

5.1.2 Permits, Plant Safety Regulations, Authorised Supervisor Training and Duties

- a. After the contract start date and prior to the planned access date, the Contractor nominates and sends at least three (3) competent supervisors/assistant supervisors or other competent personnel to attend training at the *Employer's* premises to become a Responsible Person (RP) which is a requirement for the *Employer's* Plant Safety Regulations (PSR). Additionally, the *Contractor* may send other personnel to be trained as an Authorised Supervisor (AS) (shorter course). The *Contractor's* Site Manager may also attend one of the courses in order to become acquainted with PSR and get authorised, but this cost will be for the Contractor's own account. The *Contractor* Site Manager will not be allowed to act as an RP or AS during work execution due to other key activities to be performed away from the work areas.
- b. Upon getting plant access, the *Contractor* verifies that the respective plant area being worked on is completely drained (as far as practical), isolated, cleaned and is safe to work on by means of the issue and acceptance of a Permit to Work (PTW) by the *Contractor's* Responsible Person (RP) and that all workers are signed on to the RP's Worker's Register. The *Contractor's* RP assumes all full-time supervision duties or may elect to sign over supervision duties to the *Contractor's* Authorised Supervisor (AS) and both keep a Worker's Register.
- c. The *Contractor* sends the personnel to the first available course held for the duration indicated, in which the incumbents receive the theoretical training and write an exam for which 80% is required to pass.
- d. Additional time is required thereafter while on Site for plant orientation, practical training and an interview/question session at the Kendal PSR Committee before the persons may become authorised in writing. The theoretical training, plant orientation, practical training and the course is given by the *Employer*.
- e. The *Contractor* makes provision for all relevant costs including the training, accommodation, living-out expenses, meals and travelling for the three personnel for the theoretical and practical training components.
- f. If the *Contractor* personnel fail on the first attempt to pass the exam, the *Contractor* personnel will be allowed to write for a second attempt. All related cost for the second and possible following attempts to pass the examination will be at the cost of the *Contractor*.
- g. One RP or AS must be in full-time attendance to supervise the work on Site at all times and cannot be allowed to perform any other work while supervising others. Training at least three RP's and additional AS's ensures that the *Contractor* has sufficient supervisory staff although more personnel may be trained. If this supervision requirement is not met, the work must be stopped and the *Contractor's* delay will affect the programme, which may result in delay damages being claimed by the *Employer* if the completion date on the agreed programme is not met.

All the necessary isolations will be made by the *Employer's* personnel prior to the commencement of the works to ensure that it is safe to work in and around the site. The *Contractor's* RP verifies on a daily basis

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that the PTW is in force and all workers sign onto the RP's workers register. When both RP and AS are used, the AS signs on the RP's workers register before all other workers sign onto the AS's workers register

5.2 People restrictions, hours of work, conduct and records

5.2.1 The *Contractor* only uses established roads and walkways.

The *Contractor* does not cross any barricades except where access was granted by the *Service Manager*

5.2.2 Kendal Power Station working times are:

- i. Mondays to Thursday 07:15 – 16:30
- ii. Fridays 07:15 – 12:15
- iii. Shift workers (Day) 07:00 – 19:00
(Night) 19:00 – 07:00

5.2.3 However, the *Contractor* is not limited to work within these times unless restrictions and/or interfaces with other parties necessitate such. The *Contractor* may apply to work alternate times and only upon approval by the *Service Manager*, while ensuring that a minimum of forty hours per week are worked.

5.2.4 The *Contractor* may work additional hours and over weekends by agreement with the *Service Manager*, more especially when the programme is behind schedule while ensuring that any overtime is managed according to legislation by the Department of Labour. Programmes submitted reflect the planned working hours. The *Contractor* notes that the *Employer* does not pay for overtime worked by the *Contractor* for this service.

5.3 Health and safety facilities on the Affected Property

5.3.1 Minor first aid requirements are provided for by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities are available for use. Emergency services can be reached by dialing 9222 from any site phone. Alternatively, one of the following numbers can be dialed:

- a. Medical Centre 013 647 9391
- b. Fire and rescue 013 647 9324
- c. Electrical Operating Desk (EOD) 013 647 6796 (all hours).

5.3.2 The *Employer* is entitled however to recover the costs incurred in respect thereof from the *Contractor/Subcontractor*.

5.3.3 The *Employer's* Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.

5.4 Environmental controls, fauna & flora

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5.4.1 The *Contractor* complies with the environmental requirements contained in the Service Information.

5.5 Cooperating with and obtaining acceptance of Others

5.5.1 Other *Contractor's* may be working in the same area as the work of this contract. In this regard, the *Contractor* co-ordinates his work with the *Service Manager* to maintain harmonious working conditions on Site.

5.5.2 During the progress of the works, the *Contractor* provides access to others who also execute work in the same area, on an "as and when required" basis.

5.5.3 The *Contractor* makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others, (this includes access difficulties experienced during construction or commissioning phase).

5.6 Records of *Contractor's* Equipment

5.6.1 The *Contractor* provides all equipment, tools and special tools that are required to execute and complete the works.

5.6.2 The *Contractor's* equipment does not impair the *Employer's* operations or access to the plant.

5.6.3 The *Contractor* provides all or any temporary or expendable materials required for the storage of material.

5.6.4 The *Contractor* declares all materials, equipment and tools via a prepared, pre-printed list upon arrival at the main security entrance, where a removal permit is issued by Security personnel.

5.6.5 The *Contractor* keeps a list of inventory of their equipment on Site. A copy of the list of inventory shall be supplied to the *Service Manager*.

5.6.6 Proof of Site entrance (approved list or permit) needs to be provided before equipment can be removed from Site.

5.6.7 The *Contractor* keeps these records. If the records are lost, the *Employer* does not have the responsibility to issue a gate release permit and the *Contractor* might have to leave the equipment behind on Site.

5.6.8 The *Contractor* is responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until Completion of the whole of the works.

5.6.9 Any electrical equipment or appliances used by the *Contractor*, conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* may stop the *Contractor's* use of any electrical equipment, or appliance, which does not conform to the foregoing.

5.6.10 Off-loading and handling equipment, such as cranes, is not available on Site and if required is provided by the *Contractor*. This includes the crane(s) and related equipment associated with the activities in the Works Information. The *Contractor* submits the following documentation for approval to the Employer before a crane (if required) is brought onto Site:

- a. Safe work procedure(s) for the crane, which includes rigging plans
- b. Rigger(s) and Crane Driver(s) competency certificates
- c. Updated risk assessment
- d. Access to Site permits

5.6.11 The *Contractor* sets up any additional safety barriers/screens and signage around the plant area being worked on.

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- 5.6.12 The *Contractor* supplies and installs temporary local lighting in accordance with the requirements of the OHS Act, as amended. The *Service Manager* provides no local lighting. All construction lighting is the responsibility of the *Contractor*.
- 5.6.13 The *Employer* may assist the *Contractor* with the off-loading of equipment, plant and material but the responsibility for off-loading remains with the *Contractor*.

5.7 Site services and facilities**5.7.1 Provided by the *Employer*****5.7.1.1 Site Yard**

- a. It is required, for the proper coordination and execution of the works that the *Contractor* has an office on Site for the duration of the contract.
- b. A site is made available to the *Contractor* for his yard within the Power Station security area. The proposed site shall be shown to the *Contractor* during Site meeting or clarification meeting. The yard is a raw site and is used by the *Contractor* for the establishment of his offices, ablution, change-rooms, workshop and stores.
- c. The *Contractor's* yard is subject to periodic inspection by the *Service Manager*/Supervisor and Safety Risk Officers.
- d. The location of the nearest sewer manhole, power distribution point, portable water connection storm water channel and the road access point is indicated by the *Employer*. The *Contractor* is responsible for the connection to the closest point of supply.

5.7.1.2 Site Yard

- a. Electricity is made available for construction purposes free of charge from installed power points, which is indicated by the *Service Manager*. The *Contractor* is responsible for the provision of the reticulation system from the point of supply. Both 220 (AC) Volt and 380 (AC) Volt are available on request. All points of supply requested by the *Contractor* are provided in terms of quantity and location at the discretion of the Project Manager.
- b. No guarantees of power supply quality are given and power supply breaks of some duration may occur without warning. Planned outages are also a possibility. The *Contractor* makes arrangements at his own expense to improve continuity and quality of power where necessary for any reason and no claim of any nature relating to power failures is considered.
- c. No connection is made to the permanent installation at the Power Station without the prior acceptance of the *Service Manager*.
- d. The power supply is managed in accordance with the latest revision of the Eskom safety regulations i.e.:
- e. 32-846, Operating Regulations for High-Voltage Systems
- f. 36-681, Generation Plant Safety Regulations
- g. A Certificate of Compliance (COC) for the site installation is provided by the *Contractor* prior to power being switched on.

5.7.1.3 Water

- a. Water is made available on request free of charge from water points on Site.
- b. The *Contractor* supplies at his own cost all the necessary connections, fittings, piping work, temporary plumbing and pumps necessary to lead water from the *Employer's* points of supply to the various points where it is required.

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- c. The *Contractor* is responsible for maintaining this equipment and for removing it at Completion of the works.
- d. The *Service Manager* does not guarantee continuity of supply and the *Contractor* makes his own provision for standby supplies to maintain continuity of work.
- e. Claims of any nature relating to a discontinuity of water supply are not considered.

5.7.1.4 Roads

- a. Main access roads are surfaced and may be used by the *Contractor* with the necessary care. The *Employer* maintains the Site roads, described above, to a fair condition but construction work may occasionally cause gravel road detours to be used. Any costs incurred by the *Service Manager* from damage caused to underground services, structures, etc. as a result of the *Contractor* not using the prescribed routes is recovered from the *Contractor*.
- b. The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Service Manager*.

5.7.1.5 Ablution Facilities

- a. Ablution facilities are provided on the four corners of the station.

5.7.1.6 Take Away Meals

- a. The *Contractor* or any of the *Contractor's* employees or Subcontractors may purchase take away meals from the fast-food outlet on Site, if available. Driving off Site to purchase meals should not delay the progress of the contract.

5.7.2 Provided by the *Contractor***5.7.2.1 Contractor's Yard, Offices, Workshops and Stores**

- a. The *Contractor* conducts site establishment once of for the entire service at the identified *Contractor's* yard on site. The yard is located approximately one kilometre from the Water Pre-Treatment Plant and is approximately (72 m x 20 m) of land where vegetation has been cut or cleared and topsoil removed, some levelling and surface compaction done. The *Contractor* erects a site yard of approximately 480 m² and uses it for site establishment.
- b. Containers for dressing rooms, office and dining
- c. Storage for tools, equipment and consumables
- d. Portable 380V electrical distribution boards, and supply cables to and from the boards for all his power supply requirements to execute the services.

Contractors' Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought on site has a certificate of compliance issued by an accredited person.

The *Contractors' Electrical Distribution Boards* must be installed at a time negotiated with the Electrical Maintenance Manager, or prior to the possession date. Distribution boards will be connected to a 380V three phase AC power supply by the Employer, only after the Contractor has submitted the valid certificate of compliance.

All *Contractors' Electrical Distribution Boards* are earthed to the steel structure of the plant.

- e. Accommodation
- f. Transport

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- g. Office furniture, equipment and stationary
- h. The *Contractor* or any of his employees or subcontractors may buy take away meals from the fast food outlet on site.

Everything else necessary for providing the Service.

5.7.2.2 Telecommunications

- a. Neither a network point nor a telephone is available on site. Should the *Contractor* require one, he is to make his own arrangements with relevant authorities. Arrangements may also be made to use the telephones of the station if they are available. Calls from these are charged for at prevailing GPO/Telkom rates.
- b. Should the *Contractor* wish to use radio communication equipment on Site, he makes a request to the *Service Manager*.

5.8 Control of noise, dust, water and waste

- 5.8.1 The use of ear plugs or ear muffs will be used
- 5.8.2 The dust suppression will be done as and when required
- 5.8.3 Skips will be provided for waste management
- 5.8.4 Dust masks to be worn at all time when on the plant

5.9 Hook ups to existing works

N/A

List of drawings

5.10 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
0.64/12173	Rev 6Z	Fly Ash
0.64/36686		Kendal Overview Map
0.64_13324_ 0.64_36780	& Rev 5 & 3	Course ash
0.64_12387_SHT_2	Rev 2	Conditioning layout

Temporary works, Site services & Construction Constraints

Kendal Power Station Specific Constraints

Rev 10 August 2018

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 - 3.9 Plant safety regulations - Appointment of a Responsible Person, Appointed Person and/or an Authorised Supervisor - Rev 0 - May 2008
 - 3.10 Authorisation of contractors in term of ORHVS (Operating Regulations for High Voltage Systems) and PSR (Plant Safety Regulations)
 - 3.11 Barricading / Screens and Scaffolding
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5. Use of Eskom Holdings SOC Limited's Tools and Equipment
6. Plant Identification Labels
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9. Hazardous substances
10. Environmental requirements
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18. Abuse of alcohol and/or intoxicating substances
19. Assessment and invoicing
20. Cost Price Adjustment (CPA) implementation
21. Invoice price versus order price
22. Labour

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	The <i>Employer</i>	The <i>Project Manager</i>	The <i>Contractor</i>	
ECSC3 – The Engineering and Construction Short Contract	The <i>Employer</i>	The <i>Employer's Representative</i>		
TSC3 – The Term Service Contract	The <i>Employer</i>	The <i>Employer's Representative</i>		✓
TSSC3 – The Term Service Short Contract	The <i>Employer</i>	The <i>Employer's Representative</i>	The <i>Contractor</i>	
PSC3 – The Professional Services Contract	The <i>Employer</i>	The <i>Employer's Agent</i>	The <i>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	The <i>Purchaser</i>	The <i>End user</i>	The <i>Supplier</i>	
SC3 – The Supply Contract	The <i>Purchaser</i>	The <i>Purchaser's Representative</i>	The <i>Supplier</i>	

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

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

2. Security Arrangements:

- a) The Contracting Party applies for a photo permit (if on site for longer than two- (2) months) at Protective Services at the Kendal Power Station main security gate, prior to the start of any work on site.
- b) All Contracting Party's personnel are issued with a temporary access permit if not on site for at least two- (2) months which contains the following information:
 - Name
 - ID Number
 - Company
 - Validity date
- c) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the Contracting Party supplies a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Kendal Power Station Security Area. This list is hand delivered to Protective Services, or can be faxed to (013) 647-9100. The list, identified with the Contracting Party's name, contains the following information:
 - Employee name
 - Employee ID Number
 - Signature of the contract person representing Eskom Holdings SOC Limited
 - Copy of the first page of the ID book of every employee of the Contracting Party
- d) The list of details is completed on the special form attached to the Contractor's Safety Manual, available on request from the contract person representing Eskom Holdings SOC Limited.
- e) The Contracting Party's personnel are required to be in possession of their Contractor's Permits at all times.
- f) All Contractor Permits are submitted to Protective Services when the relevant personnel leave the site after completion of the work.
- g) Lost permits are paid for by the Contracting Party to Protective Services at a cost of R200,00 per lost permit.
- h) The Contracting Party's visitors and all personnel conform at all times, to the security arrangements in force at the time. Application forms for visitors are filled in by the Contracting Party's Site Manager and approved by the contract person representing Eskom Holdings SOC Limited, one- (1) day before the visit and submitted to the Protective Services office. Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- i) The Chief of Protective Services may with valid cause remove any of the Contracting Party's personnel from the site, either temporarily or permanently. He may deny access to the site to any person, whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- j) No unauthorised vehicles are allowed on site. Only the Contracting Party's vehicles with displayed Contract Vehicle Permit disks are allowed on site. Contract Vehicle Permit applications are directed to the contract person representing Eskom Holdings SOC Limited.
- k) The Contracting Party is restricted to the areas associated with his place of work. The Contracting Party is forbidden to enter any other areas, and ensures that his employees, subcontractors and/or sub consultants abide by these regulations.
- l) Parking inside the Kendal Power Station building is strictly forbidden, except for loading and off-loading purposes.
- m) No recruiting of labour, casual or otherwise, may be done on the Kendal Power Station premises, including the area outside the Kendal Power Station main security gate.

Health and Safety:

2.1. Plant Safety Regulations:

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

2.2. Fire Precautions:

- a) Any tampering with Eskom Holdings SOC Limited's fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards are kept free of obstruction and are used for work or storage at any time. Firefighting 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.

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- v) The Contracting Party obtains a 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) All the Contracting Party's employees receive formal Safety Induction Training from SRM before commencement of work on site.
- 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 Lifesaving 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 lifesaving rules that may not be broken by the Team Leader and his/her team.

The five Eskom Lifesaving Rules are as follows:

Rule 1: Open, isolated, tests, earth, and bond and/or insulate before touch.

Rule 2: Hook up at height.

Rule 3: Buckle Up.

Rule 4: Be Sober.

Rule 5: Ensure that you have a permit to work.

2.8. Thermal and Flash Suits – Personal Protective Equipment

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 (Rev 0 - May 2008)

The OHSA 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 Mr Joseph Malaza (Legislation Instructor – Kendal Power Station).

He can be contacted at +27 13 647 6867, to arrange for training.

The costs will be handled as a compensation event.

3.9.3.1 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.

3.9.3.2 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.

3.9.3.3 Contact Person - Kendal Power Station

Mr Joseph Malaza (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 6867.

No work will be done at Kendal Power Station by the Contracting Party if he 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.

2.10.1 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.

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 as per ESKADAAU4.

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- 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.

1. 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. Asbestos (if applicable):

- a) All stripping of asbestos material shall be undertaken strictly in accordance with the Eskom Holdings SOC Limited Procedure OVP76 HSPHRN 00 00 5 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.

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- 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:

- a) 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:

- a) 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

- a) 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.
- b) If any hazard is identified by the Contracting Party, he immediately informs the contract person representing Eskom Holdings SOC Limited.
- c) 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:

- a) Environmental Management System (ISO 14001, 2015)
- b) 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.
- c) Non-Conformance, corrective and preventive Action *1017357.
- d) Environmental Legal and other requirements *1015685.
- e) Environmental communication *1015692.
- f) Environmental Management procedure for contractors *1018332.
- g) The contractor must have an oil spill kit on site and a trained person in oil spillage management.
- h) 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.
- i) The contractor must report any Environmental incident immediately to environmental department.
- j) No water shall be drained into the clean water dam/ storm water drains.

11. Contracting Party terms and conditions of employment

a) 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

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:

a) 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:

a) 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:

- a) Eskom Kendal Power Station Medical Centre and Ambulance assistant facilities are available for incidents occurring within Kendal Power Station Boundaries.
- b) Eskom Kendal Power Station Medical Centre is entitled however to recover the reasonable costs incurred in respect thereof from the Contracting Party.
- c) After-hours all incident must be reported to Kendal Power Station Electrical Operating desk 013 647 6795, Internal Pax 7911.

16. Scrap Removal

a) 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
Mr Lukhanyo Ndube
Private Bag X7272
Witbank
1035 Mpumalanga
Tel: 017 799 2127

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.

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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.