

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Kendal Power Station is a coal powered station based in Mpumalanga near Ogies. The station has 6 units, one unit producing 686MW and the whole station is capable of generating 4116 MW. The station was built between 1982 and 1993. Unit 1 went online in 1988 and other units went online in succession of 12 months after each unit with unit 6 going online in 1993.

At Kendal Power Station, numerous crawl beams and lifting points are utilised across various plant areas for maintenance, handling, and equipment movement. Many of these structures are classified as lifting equipment and therefore fall within the legal scope of the OHS Driven Machinery Regulations (DMR 18). These regulations stipulate that:

- All lifting machinery and load-bearing structures must be examined and performance-tested at intervals not exceeding 12 months, and
- Load path components such as hooks, shackles, chains, and ropes must be inspected at least every six months by a competent, registered Lifting Machinery Inspector (LMI).

1.2 Employer's requirements for the service

The scope of work entails the provision of specialised inspection, testing, and certification services for all crawl beams located within Kendal Power Station over a period of 5 years. The appointed contractor shall perform these activities in compliance with the Occupational Health and Safety Act (Act 85 of 1993), the Driven Machinery Regulations (DMR 18), SANS 10375, and relevant Eskom standards and procedures.

The below list represents lifting beams and crawl beams that fall under the Driven Machinery Regulations (DMR 18) as load-bearing structures.

1.2.1 Table 1: List of lifting beams

No.	Plant / Area	Quantity	Safe Working Load (SWL)
1	Crossover Plant	4	1 Ton each
2	Chlorine Room	1	5 Ton
3	Demin Plant	3	1 Ton each
4	Fuel Oil Plant	7	4 Ton each
5	Fuel Oil Plant	2	1.5 Ton each
6	Units 1–6 (Boiler & Turbine Areas)	42	2 Ton each
7	Units 1–6 (Boiler & Turbine Areas)	114	1 Ton each
8	Units 1–6 (Boiler & Turbine Areas)	36	5 Ton
9	Units 1–6 (Boiler & Turbine Areas)	12	3 Ton each
10	Units 1–6 (Boiler & Turbine Areas)	36	20 Ton each
11	Units 1–6 (Boiler & Turbine Areas)	18	1.5 Ton each
12	Units 1–6 (Boiler & Turbine Areas)	36	11 Ton each
13	Units 1–6 (Boiler & Turbine Areas)	24	17 Ton each
	WORG Stores lifting equipment		
1	Lifting equipment chain block	40	3 Ton each
2	Lifting equipment chain block	40	5 Ton each
3	Lifting equipment chain block	10	10 Ton each
4	Lifting equipment chain pully block	40	6 Ton each
	Supply New Chain Blocks		
1	Chain block/lever hoist	50	3 Ton each
2	Chain block/lever hoist	50	5 Ton each
3	Chain block/lever hoist	50	6 Ton each
4	Chain block/lever hoist	50	10 Ton each

1.2.2 General Requirements

- Conduct a comprehensive visual inspection and load test on all crawl beams as identified by on the list above.
- Verify the structural condition, load-bearing capacity, and safety compliance of each lifting point.
- Carry out all work under valid appointment of a competent Lifting Machinery Inspector (LMI) registered with the Department of Employment and Labour.

1.2.2.1 Health and safety:

In carrying out its obligations to the *Employer* in terms of this contract, which obligations include, amongst others, providing the *works*; using Plant, Materials and Equipment; and whilst at the site for any reason, the *Contractor* is the “*Employer*” in terms of the Occupational Health and Safety Act, No. 85 of 1993, in respect of its activities and in relation to its employees, agents, Subcontractor/s and mandataries

The *Contractor* does not consider itself under the supervision or management of the *Employer* with regard to compliance with the Safety Health and Environmental requirements.

Furthermore, the *Contractor* does not consider himself to be a subordinate or under the supervision of the *Project Manager* in respect of these matters. The *Contractor* is responsible for the supervision of its employees, agents, Subcontractors and mandataries and takes full responsibility and accountability for ensuring that they are competent, aware of the Safety Health and Environmental requirements, whilst executing the *works* in accordance with the Safety Health and Environmental requirements.

The *Contractor* ensures compliance with, amongst others:

- a) The provisions of the Occupational Health and Safety Act, No. 85 of 1993 and all applicable regulations (as amended), binding in terms thereof;
- b) The latest versions of standards, procedures, specifications, rules, systems of work and requirements of the *Employer*, copies of which will be provided to the *Contractor* on request. Refer to Section.
- c) The Health and Safety Plan prepared by the *Contractor* in accordance with the *Employer's* Safety Health and Environmental Specification and requirements.
- d) The provisions of the National Environmental Management Act (as amended) and all regulations in force from time to time in terms of that Act, including Record of Decisions, Kendal Environmental Policy(1015682), Kendal Waste Management Procedure (55-PC-010), Kendal Environmental Non-conformances , corrective and preventive measures (*1015684) and all applicable environmental legislations.

The *Contractor* ensures that its employees, agents, Subcontractors and mandataries comply with the provisions of the Occupational Health and Safety Act, No. 85 of 1993, and all applicable regulations binding in terms thereof as well as the *Employer's* Safety Health and Environmental Specification whilst making use of plant, materials and equipment and whilst at the Site for any reason whatsoever.

The *Contractor* implements a comprehensive health and safety management system, based on the OHSAS 18001: 2007 requirements for utilisation at the project.

The *Contractor* appoints a person, qualified and competent in accordance with the safety health and environmental requirements, as the liaison with the *Employer's* Project Safety, Health and Environment Manager/Officer or delegated person for all such matters as pertaining related to safety, health and the environment. The *Contractor* shall ensure that such a person is contactable 24 hours a day, and is registered with a registered professional council approved by the Principal Director of the Department of Labour, as per the requirements of the latest Construction Regulations, inclusive of all exemptions and amendments pertaining thereto.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Subcontractors and mandataries to comply with their obligations, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the Occupational Health and Safety Act, No. 85 of 1993.

1.2.2.2 Environmental:

All of the *Contractor's* staff complies with the *Employer's* environmental requirements in accordance with the *Employer's* Kendal Environmental Policy (1015682), Kendal Waste Management Procedure

(55-PC-010), Kendal Environmental Non-conformances, corrective and preventive measures (*1015684).

The *Contractor* ensures that all environmental authorization obligations, applicable legislative requirements and *Employer's* specific requirements are fulfilled. This includes all national, provincial and local environmental legislation and requirements.

1.2.2.3 Quality assurance requirements:

GENERAL

The *Contractor* complies with the *Employer's* Quality Requirements Standards.

- a) The *Contractor* and all Subcontractors comply with the *Employer's* quality requirements including those listed in the *Employers* specification document, QM 58
- b) Certified to ISO 9001 is a mandatory requirement for this contract. The *Contractor* uses the QMS for all phases of the Project. The *Contractor* provides evidence of a fully implemented QMS within its own organisation. The *Employer* may, at his sole discretion, carry out an audit on the *Contractor* or Subcontractor's QMS for acceptance.

QUALITY MANAGEMENT DOCUMENTS REQUIREMENTS

The *Contractor* conforms to the quality management requirements as per ISO 9001 and the *Employer's* Supplier Contract Quality Requirements Specification (QM 58). The *Contractor* submits documentation as stipulated in QM58, that is:

- a) documents to be submitted during negotiation stage
- b) documents to be submitted 30 Days of Contract Date,
- c) documents to be submitted during execution of the contract, and
- d) documents to be submitted on completion of the contract.

APPLICABLE CORPORATE/GENERATION/INTERNATIONAL GUIDELINES AND STANDARDS

No	REFERENCE NUMBER	DOCUMENT TITLE
1	Mine Health & Safety Act 29 of 1996	Mines Regulations
2	Occupational Health & Safety Act 85 of 1993	Factories Regulations
3	Unique Identifier 1016526	Permit to Work as per Plant Safety Regulations (GGR 0992)
4	ESKPVAEY6	Operating Regulation for High Voltage Systems
5	Unique Identifier 32-188	Eskom's Procurement and Supply Chain Management
6	Unique Identifier 240-48929482	Tender Engineering Evaluation Procedure
7	Unique Identifier 32-1304	Process Control Manual (PCM) for Manage Work
8	Unique Identifier 240-53114002	Engineering Change Management Procedure
9	Unique Identifier 36-943	Engineering Drawing Office and Engineering Documentation Standard
10	OPG 0159-35	Configuration Management Guideline
11	OPG 0163	KKS Coding and Identification System for Power Stations Guideline
12	Unique Identifier 32-727	SHEQ policy
13	ISO 9001:2008	Quality Management Systems Requirements
14	Eskom QM 58	Supplier Contract Quality Requirements Specifications
15	Unique Identifier *1017482	Quality Control Plan template form
16	BS EN 620 STD	Continuous Handling Equipment and Systems
17	Unique Identifier 36-1126	Specification for Corrosion Protection of Plant & Equipment with Coatings
18	GGSS 0407	Specification for Belt Conveyor Structural Steelwork & Welding
19	Unique Identifier 240-55864574	Onsite Hot Repairs on Steel Cord Reinforced Conveyor Belt Standard
20	Unique Identifier 240-55864576	Onsite Hot Repairs on Ply or Textile Reinforced Conveyor Belt Specification
21	240-56030556	Splicing procedure

GENERAL CONSIDERATION

ACTIVITIES	SPECIFICATIONS
PRE-REQUISITES / PRE-CONDITIONS	
Pre-work plan	a. The executor shall obtain, interpret, clarify and accordingly apply all appropriate compliance documentation and work execution requirements to safety, execution, function testing and commissioning of the conveyor equipment and ancillaries before proceeding b. The executor shall obtain, interpret, clarify and accordingly apply geological and survey data required to complete the allocated work c. The executor shall prepare all material and resources required to effectively execute the allocated work d. The executor shall prepare and approve all the execution project programs with duration, project team & responsibility per each task, QCPs and technical data or info required
Execution of the allocated work	a. The executioner shall coordinate his or her activities with others at the site prior commencement of and during the work activity b. The executioner shall apply and monitor safe requirements (isolation and tag out procedures) and housekeeping to establish and maintain a safe working environment throughout the outage c. The executioner shall perform allocated work in accordance with agreed plan, quality and within operating capabilities d. The acceptance criteria for all activities executed shall be the quality control procedure (QCP) e. The executioner shall ensure that the replaced equipment or instrument is correctly labelled and coded f. The executioner shall be responsible to update and approve all the existing reference drawings used in MicroStation or at least marked up
Pre-hand over	a. All the executed work shall be function tested to ensure compliance with OEM's instructions & site requirements, and commissioned (start-up, shut down & running procedures) prior hand over to Eskom b. Any modifications conducted to follow Engineering Change Management where all relevant technical documentation e.g. re-design information, component selection process, technical specification data and relevant technical drawings to be handed by Contractor during the hand over as requested by Kendal

SAFETY	
Specified safety requirements for the specific system	
System or Plant	Safety requirements
Access to Kendal site	All individuals has attended induction course and the contractor has provided the approved Safety File
Boiler feed & Terrace plant areas	Agreement to comply to OHSA regulations (section 37 (2))
Boiler feed & Terrace plant areas	Appoint principal contractor to safely carry out construction work as per OHSA construction regulation 4
Boiler feed & Terrace plant areas	Ensure plant and equipment safety as per Kendal procedure 30/20/05-PI 001
Before starting any activity	Plant Isolation (permit to work) and tag out procedures
Inside Kendal site	32-95, Procedure to conduct EH&S Incident Management
ENVIRONMENT	
Specified pollution control requirements, specified waste management requirements, specified energy efficiency requirements.	
System or Plant	Environmental requirements
Any outage scope execution	Constant housekeeping to ensure safe working environment
Waste management	Oil spillages to be handled as per National Environmental Management Act
Boiler feed & Terrace plant areas	Working areas to be cleared or cleaned from coal fines & debris
Boiler feed & Terrace plant areas	Working areas to be well light and ventilated
QUALITY	
All Outage QCP's to be done as per Kendal Control and Approval of QCP Process. (*1017482)	
System or Plant	Quality requirements
Equipment manufacturing & / or repairs	On or off Kendal site manufacturing to be quality checked by Eskom – Kendal representative for acceptance
Kendal site work execution	No work to be executed without an approved Quality Control Procedure (QCP)
Function testing & commissioning	Function testing and commissioning to be conducted as per pre- approved function testing & commissioning procedure
Replacement or new equipment	No new or replacement component and instrument will be installed without a signed QCP and accompanying datasheet
RISK ASSESSMENT	
A risk report with a complete list of risks, risk rating and mitigating actions for the specific plant system.	
System or plant	Risk requirements
Prior and during any task every day	Safety Officer to ensure that risk assessment, and risk control & management are properly conducted
Scope of work involving both Units 5 & 6	No work involving both unit 5 & 6 should be executed without the production manager approval and the acceptance of Production Risk Assessment
Bow tie risk assessment	No bow tie risk assessment but production risk assessment will be submitted. Only risk identified that the outage will be for the first time handled by Outage Department

1.2.3 Detailed Scope of Work

1.2.3.1 Pre-Implementation Phase

- Conduct an initial baseline assessment of all crawl/lifting beams to establish current condition and certification status.
- Develop and submit a five-year inspection and load-testing plan indicating annual testing cycles, priorities, and frequency in accordance with statutory intervals.
- Attend kick-off and safety induction meetings, and prepare detailed method statements, risk assessments, and access plans for approval prior to commencement.

1.2.3.2 Visual and Structural Inspections

- Perform comprehensive visual inspections on all identified lifting structures, assessing for:
 - Corrosion, deformation, or fatigue cracking.
 - Defective welds, loose bolts, or alignment deviations.
 - Coating deterioration and loss of protective paint systems.
 - Any condition affecting the load-bearing capacity or safe use.
- Categorise each defect by severity and risk (minor, major, critical).
- Tag inspected structures with a unique identification number and inspection date for traceability.

1.2.3.3 Load Testing

- Carry out annual load tests on all lifting structures in accordance with SANS 10375 and DMR 18 requirements.
- Apply test loads equal to 110% of the Safe Working Load (SWL) or as prescribed by the relevant standard.
- Conduct deflection and deformation monitoring during testing to verify structural behaviour and compliance.
- Calibrate and maintain test equipment in accordance with SANAS requirements and provide calibration certificates upon request.

1.2.3.4 Certification and Reporting

- Compile detailed inspection and load-test reports for each lifting structure, including photographic evidence, defect summaries, and compliance status. Submit a comprehensive compliance register showing equipment IDs, locations, test dates, next due dates, and certification validity periods.
- Issue signed inspection and load-test certificates endorsed by a competent and registered Lifting Machinery Inspector (LMI).
- Provide quarterly and annual summary reports to the Station's Civil and Mechanical Engineering departments, highlighting trends, recurring defects, and recommendations.

1.2.3.5 Maintenance Recommendations

- Identify and record any non-conformances requiring repair or replacement.
- Provide technical recommendations for corrective actions, coating restoration, or reinforcement works where necessary.
- Support Eskom in planning remedial works and re-testing after repairs.

1.2.3.6 Ongoing Support and Ad-Hoc Testing

- Respond to ad-hoc inspection or testing requests (e.g., after modifications, repairs, or incidents).
- Maintain and update the station lifting equipment register continuously throughout the contract period.
- Ensure all documentation, certificates, and reports are safely stored and accessible for audits

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
DMR	Driven Machinery Regulations
LMI	Lifting Machinery Inspector
SWL	Safe Working Load
QCP	Quality Control Procedure
PCM	Process Control Manual
TBC	To Be Confirmed
QCPs	Quality Control Plans
TSC	Term Service Contract
SDL&I	Supplier Development Localisation and Industrialisation

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

- The *Contractor* to submit a 5 year service plan for acceptance within (four) 4 weeks of the contract start date.
- *Service Manager* to accept or reject the plan within the two (2) weeks period.
- The plan should include starting dates and end dates of the service period
- The plan should have provision for time risk allowances, health and safety requirements).

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	At the start of the Contract	Kendal Power Station/MSTeam	<i>Service Manager</i> , other parties and <i>Contractor</i>
Monthly meeting	TBC	Kendal Power Station/MSTeam	<i>Service Manager</i> and <i>Contractor</i>
Work Stoppage meeting	As incident occurs	Kendal Power Station	<i>Service Manager</i> , other parties, safety and <i>Contractor</i>
Contractors' Safety meeting	Monthly as specified by the <i>Employer</i>	Kendal Power Station	<i>Service Manager</i> , other parties, safety and <i>Contractor</i>

Meetings of a specialist nature may be arranged and communicated as and when needed. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

Meeting minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.3 *Contractor's* management, supervision and key people

- The *Contractor's* Site Manager ensures that only competent persons be allowed to work.
- The *Service Manager* is entitled to verify the qualifications of the *Contractor* and *Service Manager* may, having stated his reasons, instruct the *Contractor* to remove an employee. The *Contractor* then arranges that, after one day, the employee has no further connection with the work included in this contract
- The *Contractor* may not replace any of the key persons, without prior written request and approval thereof from the *Service Manager*.
- The *Contractor's* supervisors must be familiar about the conditions and scope of work contained in this contract and capable of executing the scope of work.

2.4 Documentation control

The documents to be used but not limited to:

- a) Task order forms
- b) Quality Control Plans (QCPs)
- c) Early warning forms.
- d) Defect notification (NCR) forms for non-compliance or poor workmanship
- e) Acceptance of QCPs forms.
- f) NEC Defect notification.

2.5 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Ltd
Kendal Power Station
Private Bag X7272
Emalahleni
1035

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- If there is a Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.

All invoices to be submitted to invoiceseskomlocal@eskom.co.za after the monthly service.

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

2.6 Contract change management

Any service that affects the prices or has the potential to do so, is immediately communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation.

After consideration, approval may be given by the *Service Manager* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only

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

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

2.8 Insurance provided by the *Employer*

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

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

2.9.1 Information and other things

- Baseline condition assessment report.
- Individual inspection and load-test reports
- Certified test certificates signed by an LMI.
- Updated lifting equipment compliance register.

2.10 Management of work done by Task Order

The *Service Manager* issues a Task Order to the *Contractor* which specifies clearly the work to be provided, additional specifications, procedures and any other constraints. The *Contractor* complies within providing the works. The Task Order is issued before the *Contractor* provides the work. The *Service Manager* issues the Task Order to the *Contractor* in a timely manner that allows the *Contractor* to properly plan for the work within the period state on the Task Order.

- Task Order is the instruction to commence work and it must be finalised, accepted and signed by both the *Service Manager* and the *Contractor*
- All work will be issued on a Task Order system.
- The Task Order will include priced list of items of work in the Task in which items taken from the Price List are identified.
- The Task Order will include the starting and completion date of the task.
- The Contractor will be obliged to avail the resources as agreed on Task Order.
- Assessment of work will be conducted after every Task Order completion, then Purchase Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with health and safety requirements as stated below:

The contractor will be required to comply with Eskom's SHE (Safety, Health and Environmental) standards, the Occupational Health and Safety Act (No. 85 of 1993), and ISO 45001 safety management systems. In addition the contractor should familiarise themselves with the requirements of the following standards and Procedures: Incident Management Procedure: 32-95, Eskom SHEQ Policy: 32-727, Personal Protective Equipment standard: 240-44175132, and all other applicable standards and guidelines that are relevant in managing and controlling hazards and risks associated with Power Station activities.

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental requirements as stated below:

The supplier shall comply with the National Environmental Management Act (Act 107 of 1998) and its regulations, Eskom SHEQ Policy (Doc 32-727), Kendal Power Station Environmental Management System/ISO 14001:2015 requirements, Kendal Power Station Waste and Recycling Management Work Instruction (*1024102), Environmental Incident Management procedure (240-133087117) and Applicable Environmental legal and other requirements.

3.3 Quality assurance requirements

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

4 Procurement

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

4.1.1 B- BBEE Requirements

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

4.1.2 Local Procurement Content

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

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

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

4.1.3 Job Creation

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

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

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

4.1.4 SDL&I Penalty and Performance Security

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

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

4.1.5 Reporting and Monitoring

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

4.2 Corporate Social Investment (CSI)

The supplier to propose in percentage or value.

4.3 Plant and Materials

4.3.1 Specifications

No.	Plant / Area	Quantity	Safe Working Load (SWL)
1	Crossover Plant	4	1 Ton each
2	Chlorine Room	1	5 Ton
3	Demin Plant	3	1 Ton each
4	Fuel Oil Plant	7	4 Ton each
5	Fuel Oil Plant	2	1.5 Ton each
6	Units 1–6 (Boiler & Turbine Areas)	42	2 Ton each
7	Units 1–6 (Boiler & Turbine Areas)	114	1 Ton each
8	Units 1–6 (Boiler & Turbine Areas)	36	5 Ton
9	Units 1–6 (Boiler & Turbine Areas)	12	3 Ton each
10	Units 1–6 (Boiler & Turbine Areas)	36	20 Ton each
11	Units 1–6 (Boiler & Turbine Areas)	18	1.5 Ton each
12	Units 1–6 (Boiler & Turbine Areas)	36	11 Ton each
13	Units 1–6 (Boiler & Turbine Areas)	24	17 Ton each
	WORG Stores lifting equipment		
1	Lifting equipment chain block	40	3 Ton each
2	Lifting equipment chain block	40	5 Ton each
3	Lifting equipment chain block	10	10 Ton each
4	Lifting equipment chain pully block	40	6 Ton each
	Supply New Chain Blocks		
1	Chain block/lever hoist	50	3 Ton each
2	Chain block/lever hoist	50	5 Ton each
3	Chain block/lever hoist	50	6 Ton each
4	Chain block/lever hoist	50	10 Ton each

4.3.2 Correction of defects

- The *Contractor* is obligated to correct any defects that arise during or after the works.
- Both the *Contractor* and *Service Manager* are contractually obligated to notify each other about any defects they discover.
- The defect shall be corrected within two (2) weeks of receiving defect notification.

4.3.3 Plant & Materials provided “free issue” by the *Employer*

The following Plant and Materials are to be provided by the *Employer*:

- a) Power points where available, own cables to be routed.
- b) Water points, where available.
- c) Compressed air (Service air), where available.
- d) NDT services only at the power station, to be pre-arranged with the *Service Manager*.
- e) Area to do site establishment.

All other Plant and Materials are to be provided by the *Contractor*.

5 Working on the Affected Property

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

1. Yearly Induction is needed for access to Kendal Power Station.
 2. Gate access permit is needed for daily entry.
 3. Kendal Power Station site speed limit is 40KM/h.
 4. All *Contractor* personnel to undertake Police clearance. Certificates to be provided to the *Service Manager* at least 2 weeks before commencement of work.
 5. The contractor applies for access permits for all works exceeding four (4) weeks via the Project Manager, who will co-ordinate this.
 6. The *Contractor* applies for *Contractor's* Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Kendal Power Station Security Area.
 7. The *Contractor* completes the specific form in the Kendal Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
 8. The completed list, identified with the *Contractor's* name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Eskom Project Manager signature
 - Validity Date
 9. No permits are issued to personnel who have not attended safety induction.
 10. The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
 11. This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.
 12. The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
 13. The *Contractor's* personnel are required to be in possession of a *Contractor's* Permit at all times inside Kendal Power Station.
 14. All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the *works*. Failure to return the permits will result in a fee penalty for each non returned permit.
 15. The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
 16. Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
 17. The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Kendal Power Station.
 18. Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Project Manager*, and submitted to the *Employer's* Protective Services office one day prior to the visit.
 19. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
 20. The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
 21. No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Project Manager* for consideration and approval.
 22. The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
- ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER _____ Calibration of Test of Equipment for Kendal Power Station as and when required for the period of five (5) years
- PART C3: SCOPE OF WORK PAGE 17 C3.1 TSC3 EMPLOYER'S SERVICE INFORMATION
23. Parking inside the power station is strictly forbidden, except for loading purposes.
 24. No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
 25. Security personnel may search any premises, property or person within the security area of Kendal Power Station
 26. No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.

- 27. Application forms for such permission is available from the Protective Services offices.
- 28. Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act
- 29. Police clearance certificate for all Contractor's employee
- 30. Vehicles to be parked in reverse

5.2 People restrictions, hours of work, conduct and records

Kendal Power Station operating hours are as follows:

Monday – Thursday 07h15 to 16H30

Friday 07H15 to 12H15

5.3 Health and safety facilities on the Affected Property

There is a medical centre on site for emergency purposes contact number 013 647 9391.

There is also a Paramedic or ambulance services for afterhours emergencies, contact number 013 647 9208

5.4 Environmental controls, fauna & flora

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

5.5 Cooperating with and obtaining acceptance of Others

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

5.6 Records of Contractor's Equipment

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

5.7 Equipment provided by the Employer

Plant and Materials are to be provided by the *Contractor*.

5.8 Site services and facilities

5.8.1 Provided by the Employer

- a) **Water**
- b) **All scaffolding needs will be provided by Kendal Power Station contract on site if needed.**
- c) **Refuse Disposal**

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

d) Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations

e) Medical Facilities

The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.

f) Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities.

Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

Contractor shall provide everything else necessary for providing the service

5.8.2 Provided by the *Contractor*

The *Contractor* provides the following but not limited to

- *Contractor* must have transport for personnel coming to site.
- All vehicles provided by the *Contractor* must be road worthy and comply with Kendal Power Station standards.
- *Contractor* is responsible for providing PPE to all their employees coming to Kendal Power Station.
- Consumables and other equipment to execute the work.
- The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*.
- The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities. The shop next to medical centre may be utilized by the *Contractor* and his employees.

5.9 Control of noise, dust, water and waste

Kendal Power station can be very noisy and dusty at times. The *Contractor* can make use of dust mask and ear protection where necessary.

Contractor shall adhere to the Kendal waste management plan which will be shared with the *Contractor* during induction training.

5.10 Tests and inspections**5.10.1 Description of tests and inspections**

The *Contractor* shall load test all the crawl beams according to BS 2835:2011

5.10.2 Materials facilities and samples for tests and inspections

Contractor shall provide calibrated weights and associated equipment required for each load test

Kendal Power Station Specific Constraints
Rev 11 August 2018
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 - 3.5 Health and Safety Arrangements and requirements for the Health & Safety File
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 - 3.7 Eskom Life Saving Rules
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 - 3.10 Authorisation of contractors in term of ORHVS (Operating Regulations for High Voltage Systems) and PSR (Plant Safety Regulations)
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11. Contracting Party terms and conditions of employment
12. Rigging, working at elevated places and with mobile equipment
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21. Invoice price versus order price
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Legend for the contract persons under the NEC Family of Contracts:

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

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

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

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

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

2. Security Arrangements:

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

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

Health and Safety:

2.1.Plant Safety Regulations:

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

2.2. Fire Precautions:

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

2.3. Reporting of accidents:

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

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

2.4. Speed limit:

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

2.5. Health and Safety Arrangements:

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

2.6. Vehicle and driver safety

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

Transportation of passengers

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

2.7. Eskom Life Saving Rules:

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

The five Eskom Life saving Rules are as follows:

- **Rule 1:** Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises unless the driver and all passengers are wearing seat belts.

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

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

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

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

The following Health & Safety requirements are also complied with:

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

b) Standard:

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

c) Procedure:

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

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

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

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

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

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

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

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

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

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

2.9.2. Training

i) Practical training

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

ii) Theoretical training

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

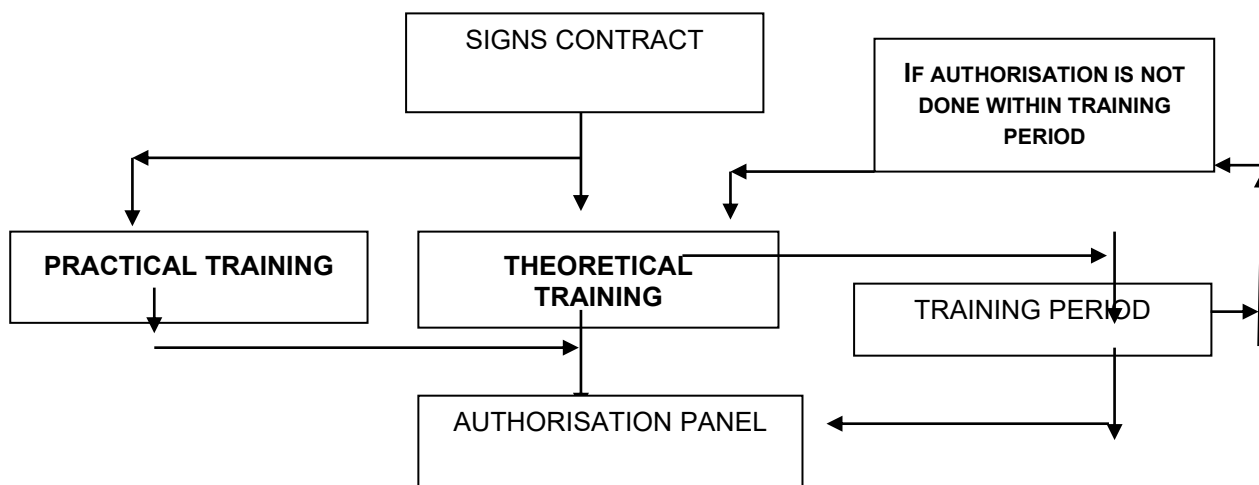
If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.

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

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

The costs will be handled as a compensation event.

2.9.3. Training process



2.9.3.1 Costs related to training

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

2.9.3.2 Accreditation and validity period and area

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

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

2.9.3.3 Contact Person - Kendal Power Station

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

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

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

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

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

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

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

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

2.11. Barricading / Screens and Scaffolding:

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

2.12. Asbestos (if applicable):

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

3. Construction/ Erection/ Maintenance work on site:

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

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

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

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

6. Plant Identification Labels:

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

7. Quality Requirements:

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

8. Waste Disposal:

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

9. Hazardous substances

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

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

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

10. Environmental Requirements:

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

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

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

11. Contracting Party terms and conditions of employment

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

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

The Contracting Party ensures that:

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

13. Accommodation:

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

14. Messing Facilities:

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

15. Medical Facilities:

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

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

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

16. Scrap Removal

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

17. Irregularities

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

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

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

All information will be handled and dealt with extreme confidentiality.

18. Abuse of alcohol and/or intoxicating substances

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

19. Assessment and Invoicing

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

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

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

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

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

Contract number and/or Order number

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

An individual serial number (tax invoice number)

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

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

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

Date of issue of Tax Invoice

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

Quantity or volume of goods or services supplied *

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

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

Address where service was rendered

Value and VAT amount

Task Order number

Discounts

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

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

Address where invoices are to be forwarded

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.