

C3.1: EMPLOYER’S SERVICE INFORMATION

Contents

Part 3: Scope of Work 1

C3.1: Employer’s service Information 2

1 Description of the service 4

1.1. Executive overview 4

1.2. Employers requirements for the service4

1.3 Interpretation and terminology 5

2 Management strategy and start up. 6

2.1. The Contractor’s plan for the service..... 6

2.2. Management meetings 7

2.3. Contractor’s management, supervision and key people 7

2.4. Provision of bonds and guarantees 7

2.5. Documentation control..... 7

2.6. Invoicing and payment..... 8

2.7. Contract change management 8

2.8. Records of Defined Cost to be kept by the Contractor..... 8

2.9. Insurance provided by the Employer 8

2.10. Training workshops and technology transfer 9

2.11. Design and supply of Equipment 9

2.12. Things provided at the end of the service period for *the Employer’s* use..... 9

2.12.1. Equipment 9

2.12.2. Information and other things 9

2.13. Management of work done by Task Order 9

3. Health and safety, the environment and quality assurance 9

3.1. Health and safety risk management 9

3.2. Environmental constraints and management 14

3.3. Quality assurance requirements 14

4. Procurement 14

4.1. People..... 14

4.1.1. Minimum requirements of people employed..... 14

4.1.2. BBBEE and preferencing scheme 14

4.1.3. Supplier Development, Localisation and Industrialisation formerly known as Accelerated Shared Growth Initiative – South Africa (ASGI-SA) 14

4.2. Subcontracting 15

- 4.2.1. Preferred subcontractors 15
- 4.2.2. Subcontract documentation, and assessment of subcontract tenders 15
- 4.2.3. Limitations on subcontracting 15
- 4.2.4. Attendance on subcontractors 15
- 4.3. Plant and Materials 15
 - 4.3.1. Specifications 15
 - 4.3.2. Correction of defects 15
 - 4.3.3. *Contractor's* procurement of Plant and Materials 15
 - 4.3.4. Tests and inspections before delivery 15
 - 4.3.5. Plant & Materials provided "free issue" by the *Employer*..... 15
 - 4.3.6. Cataloguing requirements by the *Contractor* 16
- 5. Working on the Affected Property..... 16**
 - 5.1. Employer's site entry and security control, permits, and site regulations..... 17
 - 5.2. People restrictions, hours of work, conduct and records..... 18
 - 5.3. Health and safety facilities on the Affected Property 18
 - 5.4. Environmental controls, fauna & flora..... 18
 - 5.5. Cooperating with and obtaining acceptance of others 18
 - 5.6. Records of *Contractor's* Equipment..... 18
 - 5.7. Equipment provided by the *Employer*..... 18
 - 5.8. Site services and facilities..... 18
 - 5.8.1. Provided by the *Employer*..... 18
 - 5.8.2. Provided by the *Contractor* 18
 - 5.8.3 Materials facilities and samples for tests and inspections 19
 - 5.9. Control of noise, dust, water and waste 19
 - 5.10. Hook ups to existing works 19
 - 5.11 Tests and inspections 19
 - Description of tests and inspections..... 19
- 6. List of drawings..... 19**
 - 6.1. Drawings issued by the Employer 19

1 Description of the service

1.1. Executive overview

The Contractor shall provide full:

Maintenance of boiler emissions gas analysers and the provision of spares "as and when" required basis for both South and North stack at Arnot Power Station for a period of 5 years.

The start and finish dates of the contract will be as provided for in the Contract's terms and conditions. It is required that the gas monitors and its systems be serviced every two weeks in accordance with Eskom's Directive. The two-weekly calibration requirement may be reviewed in the first six months of this contract depending on the performance of the monitors in terms of availability and reliability to provide credible readings. The Contractor will also need to be available during third party correlation tests to verify readings. Arnot Power Station consists of 6 coal-fired power generating units. There are two smoke stacks at Arnot, and each stack emits flues gases to the atmosphere. Emissions monitoring is now a legal requirement under the National Environmental Management: Air Quality Act 39 of 2004 (NEMAQA).

Arnot Power Station installed Continuous Emission Monitoring (CEM) gas analysers for gaseous emission measurement on the North and South Smoke Stacks to measure SO₂, NO_x, CO, CO₂ and O₂ gases. The Original Equipment Manufacturer (OEM) of these gas analysers is PROCAL. They are of type Pulsi 200LR the gas analysers were sourced from PROCAL and installed at ARNOT by SI analytics. This was in order to comply with national legislation, NEMAQA act 39 of 2004, Arnot Atmospheric emissions license (No: 17/4/AEL/MP313/11/15 under condition 7 sub-section 7.2), Eskom's Emissions Monitoring and reporting standard (240-56242363) as well as the Eskom Generation Standard GGS1086 later superseded by GST36-742, as well as International Standards, BSEN 14181:2004 and BSEN 15259:2007.

1.2 Employer's requirements for the service

Service and Maintenance of the South and North stack

The Service and Maintenance to be carried out shall include but not limited to the following;

Carrying out full calibrations on the gas analysers with certified gases every two weeks in accordance with Eskom's Emissions Monitoring and reporting standard (240-56242363) issued by Eskom Generation Environmental Management Department).

All the calibration test gases should first be delivered to Eskom, where the gases must be checked against standard gas that has been verified by the National Metrology Institute of South Africa (NMISA, in accordance with this directive. Copies of Certificates of conformance for the calibration gases should be handed over to the Contract Supervisor at ARNOT together with calibration certificates for each calibration visit for the stacks.

Providing a full service and maintenance on the gas analysers in accordance with manufacturer's specifications and applicable standards, this will include but not limited to the MONTHLY PM (preventative maintenance).

The Contractor shall be responsible for carrying out all the works during calibration in accordance with the latest revision of Eskom's Emissions Monitoring and reporting standard (240-56242363), or its latest replacement when available. Copies of these documents will available from Eskom upon request through the Contract Supervisor. The Contractor shall comply with any other standard from Eskom and any legislation promulgated by Government from time to time to the extent to which these analyser's shall be affected by the legislation.

A written status report shall be delivered or emailed to the Employer not more than three days after each system visit by the Contractor, outlining the purpose of the visit, actions performed, results of calibrations, and any other pertinent facts that need to be brought to the Employer's attention.

In addition, a log will be maintained by the Contract Supervisor and kept with Arnot C&I maintenance. It will be a record of each visit, purpose of visits and any pertinent actions taken on each gas analyser.

Calibration

- Only an authorised supplier or contractor is allowed to provide maintenance and calibration services to the equipment installed. *The Contractor* is to provide proof of authorisation when requested by *the Employer* through the *Contract Supervisor*.
- *The Contractor* obtains verification and certification of calibration bottles from the National Metrology Institute of South Africa (NMISA, in accordance with this directive. Copies of Certificates of conformance for the calibration gases *The Contractor* to submit signed copies of certificates of conformance for the calibration test gases to Contract Supervisor for filing. The Contractor provides the results of each calibration to the Contract Supervisor.
- *The Contractor* to provide a maintenance report on the condition of the analyser status before and after repairs. This should be sent digitally (in pdf format) to the Eskom Contract Supervisor.
- The Contract Supervisor shall be responsible for the distribution of these reports to the internal stakeholders in Eskom.

Description of the service

The Contractor shall carry out full calibrations on the gas Analysers with certified gases every two weeks in accordance with the Eskom Directive (GEM10_L153 of 15 July 2010 issued by Eskom Generation Environmental Management Department),

All the calibration will be checked against standard gas that has been verified by the **National Metrology Institute of South Africa (NMISA)**, in accordance with this directive. Copies of Certificates of conformance for the calibration gases should be handed over to the Contract Supervisor at ARNOT together with calibration certificates for each calibration visit for the stacks.

Providing a full service and maintenance on the gas Analysers in accordance with manufacturer's specifications and applicable standards, which will include but not limited to?

The Contractor will also be available for the following activities:

- **Emergency breakdown maintenance as and when required after hours including weekends and public holidays.**
- **Call out duties during normal hours as well as for afterhours including weekends and public holidays.**

Requirements for the programme:

The Contractor must submit the qualifications of the competent people that will be carrying out the works information as stipulated in this contract, to the Employer, for acceptance, with all the relevant references as and when required.

The Contractor must submit the project implementation programme at the start of this contract. The program must include but is not limited to the following:

- A safe work procedure must be submitted at the commencement of the contract
- Safety file within the first week of the contract start date
- Names of the possible /potential candidates/employees assigned for Arnot Power Station
- List of all required consumables and spares which shall include all specifications/part numbers, supplier's name and all relevant information as deemed necessary to ease the procurement process. This list must be submitted to *the Employer's* Representative at the start of the contract.
- No work shall commence without all employees having done safety induction and medical checks prescribed by the Employer. The Contractor must at all times comply with Employer's safety regulation

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information

CEM	Continuous Emission Monitoring
NEMAQA)	National Environmental Management: Air Quality
Sox	Sulphur oxides
NOx	Nitric oxide
CO	Carbon monoxide
O2	Oxygen
Co2	carbon dioxide
ERIC	Eskom Directive and Innovation Centre
AST	Annual Surveillance Test
DCS	Distributed Control System
CM	Corrective Maintenance
PM	Preventative maintenance
TSC	Term Service Contract
QA	Quality Assurance
QCP	Quality Control Plan
OHSACT	Occupational Health and Safety Act
LCO	Local Control Office
C&I	Control and Instrumentation
TSC	Term Service Contract
PPE	Personal Protective Equipment
RA	Risk Assement

2 Management strategy and start up.

2.1. The Contractor's plan for the service

The *Contractor* supplies the *Employer* with their *Contractor's* plan. The *Contractor* must submit the *Contractor's* plan at the inception of this contract. The *Contractor's* plan must include but is not limited to the following:

- Quality management system implementation programme
- A Quality Control Plan (QCP) for each Task Order with a hold, witness and verification point for *The Employer* to check and monitor progress
- Safety plan including implementation programme
- Staff Qualifications and experience and/or time frame for appointment of staff
- A programme and resource schedule for the *service* and for each Task Order. Bar charts or other reporting formats, as may be required by the *Employer*, are provided for all Task Orders
- Indicating start, inspection and completion dates, resources and costs.
- Names of the possible /potential candidates/employees.

- Any staff replacement should be accepted by the *Employer* and the replacement must meet the
- Conditions stipulated above.

Programmed maintenance will be carried out during the *Contractor's* working hours and as required in terms of the 24 hour standby provision. In case of any major breakdowns, a repair plan of action must be submitted to the *Employer* within 12 hours. Repair work must commence no later than the time agreed between the *Employer* and the *Contractor* on his plan of action.

The following reports are required as supporting documentation to the program:

- Time analysis print-out
- Critical activities report
- Key event report

Planning and scheduling meetings will be held when necessary and the *Employer* will inform the *Contractor* of the format and time of these meetings.

The *Contractor* submits BI- weekly progress reports with copies of daily occurrence sheets attached. The daily occurrence sheet records all events, which may affect the compensation events. The *Contractor* may under no circumstances see or use, the submission of daily occurrence sheets and progress reports, as an Early Warning or Compensation Event notification, in terms of the Term Services Contract (TSC).

The *Contractor* commences with the work in accordance with the *Contractor's* plan, and completes the *service* not later than the Completion Dates indicated on the *Contractor's* plan.

If the *Contractor* fails to complete any part of the *service* according to the *Contractor's* plan or it becomes apparent to *Service Manager* that the *service* not to be completed according to the *Contractor's* plan and if such failure is due to the *Contractor* then the *Contractor* submits his plan of action to the *Service Manager* to deal with the delay and the *Contractor* reports daily on the success of his plan of action.

2.2. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Bi Weekly when the contractor comes on site for the calibration	C&I Workshop	<i>Employer & the Contractor</i>
Overall contract progress and feedback	Monthly on when the contractor comes on site for the calibration	C&I Workshop	<i>Employer & the Contractor</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

2.3. Contractor's management, supervision and key people

Not applicable.

2.4. Provision of bonds and guarantees

Not applicable.

2.5. Documentation control

- The *Contractor* will ensure that the following documentation is kept in the *Employer's* documentation centre and captured on the SAP system (by the *Contractor*) for record and trending purposes:
 - Works procedures (QA packages)
 - Generic procedures to use test equipment
 - Feedback and test results into SAP PM
 - PM's for all mechanical equipment
 - History to be recorded on all of maintenance done
 - *Contractor* to supply status on notifications and service cards if and when required.
- Check isolations and signs for plant safety permits as a responsible person.
- Ensures effective communication with customers.
- Maintain records and statistics
- Advice and design changes with relevant drawing on sequencing trip conditions if necessary.
- Liaises with the work scheduler/service manager to ensure that high priority jobs get preference over normal planned work
- Liaises with the originator of the deviation to get clear understanding of what is required to minimise delays and prevent confusion or rework.

2.6. Invoicing and payment

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

The Contractor shall address the tax invoice to
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)

The Contractor attaches the detail assessment 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.

Details on how to submit invoices and additional information:

Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.

All Electronic invoices must be sent in PDF format only.

Each PDF file should contain 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 workflow at a time.

Email addresses for invoice submission: Local Eskom invoices excluding Primary Energy, Group Capital, Eskom Enterprises and Eskom Development Foundation: invoiceseskomlocal@eskom.co.za

2.7. Contract change management

An early warning shall be sent by both parties for the notification of any changes on the contract, using NEC3 TSC standard forms.

2.8. Records of Defined Cost to be kept by the Contractor

Not applicable.

2.9. Insurance provided by the Employer

Insurance provided by the Employer is stipulated under data provided by Employer.

2.10. Training workshops and technology transfer

Perform the service. The Contractor shall be obliged to carry out the service for which the training was provided.

2.11. Design and supply of Equipment

Not applicable.

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

- All plant records will become the property of Eskom Generation after the contract has expired.
- Advice and design changes with relevant drawing on sequencing trip conditions if necessary.

2.12.1. Equipment

- Not applicable.

2.12.2. Information and other things

- Not applicable.

2.13. Management of work done by Task Order

- Work is to be done in accordance with the written Task Order issued by the Employer.
- All work done is valued in accordance with the Price List unless otherwise specified.
- Actual quantities will be determined where applicable based on the requirements of each Task Order. The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for monthly costs and for each Task Order.

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management

The Contractor must submit safety plan. The Contractor must provide written safe work procedures and demonstrate compliance. The Employer is responsible for access permits cost.

Safety Induction must be attended by all Contractors' staff. PPE must be worn at all times. The Contractor must adhere to all Eskom safety regulations as well as Eskom lifesaving rules for safety. Cost of Contractor's medical examination, safety induction are for the Contractor's account.

Contractor is responsible for supplying his staff with Personal Protective Equipment (PPE) which is SABS approved and equipment should be in accordance with the Occupational Health and Safety Act (OHSACT) and site specific requirements, including the use of this equipment's.

The Contractor must submit a safety plan which complies to safe working procedures and it must be approved by the Project Manager.

The Contractor will also be responsible for the safe keeping and repairs of the tools in the event of any loss or damage to the tools. This will include the safe handling of the tools and the areas that the Employer makes available to the Contractor.

The Contractor is responsible for reporting any incident that occurs to his employees when performing the works on site to the Employer before leaving site.

Safety notification Arnot Power Station GMR 2.1

The following serves as a compliance and notification instruction with reference to the OSHACT, Act 85 of 1993 and any amendments thereto; BCEA and LRA of South Africa

- All safety related incidents (Category A, B&C; Fire Incidents; Usage of Fire Extinguishers and Near misses) shall be immediately notified to the ARNOT Power Station Safety Risk Management Personnel.
- All Category C incidents shall be immediately notified to the service Manager, either telephonically or in person.
- All personnel are allowed to wear Safety Harnesses whilst walking through plant or whilst in a lift (passenger/goods) only if they are secured properly onto the person and no loose sections of the harness drags onto floors, gratings, etc. were it can get caught and restrict a person's movement.
- During working on elevated positions all personnel, including scaffolders to use Safety Harness, which they shall attach onto Lifelines or secure as per the *Contractors Fall*
- Protection Plan, which each *Contractor* shall have written and available on site for perusal, as and when required.
- All Safety Harnesses shall comply with: SANS EN 362:1992; 363:1992; 362:1992; 365:1992, 364:1992 Codes of Practice
- In terms of Section 16.1 of the OSHACT, "Every chief executive officer shall as far as is reasonably practicable ensure that the duties of his *Employer* as contemplated in this Act, are properly discharged." Basically every employee, permanent/temporary/part-time/sub-contracted onto the ARNOT Site shall be treated as an "employee" in terms of the Act whilst under your "direct supervision and care".
- All employees as stated in 5 above have a right to "free issue" safety equipment, which shall be supplied to them prior to commencement of work. The equipment shall comply to the relevant SABS standards and shall be in proper working condition, clean and undamaged whilst working on the ARNOT Site.
- In terms of the BCEA and LRA all employees shall be afforded a fair minimum wage, including allowances for meals and transport, if not provided, which has been agreed and set by the relevant Bargaining Councils, which form part of the Acts.
- All employees shall be granted 3 breaks during the course of a 12 hour shift (1x 15 minute break in the morning; 1 x 30 minute lunch break midday; and 1 x 15 minute break in the afternoon). Refreshments or meals shall be provided or be the responsibility of the *Contractor (Employer)*. Employees cannot be allowed to work without having proper meals or refreshments.
- All *Contractor* employees entering the ARNOT Power Station site shall be medically fit. A full medical examination shall have been carried out by a Registered Occupational Health Worker who shall issue a certificate confirming the medical fitness of the employee. The examination shall consist of an eye test, heart function, lung function, chest x-ray, blood pressure, hearing function, previous occupational injuries, epilepsy, allergies, asthma and verification of work in elevated/confined spaces. Basically a full evaluation (a Red Ticket) shall be done and only those that pass these examinations shall be allowed to work on ARNOT Power Station.
- In terms of Section 8.2 & 18.3 of the OSHACT, *Employers* shall ensure that employees working at ARNOT Power Station are trained in the hazards associated with the tasks and the precautionary measures are taken in the interest of health and safety. The responsibility of shall include compliance and adherence to the Eskom Plant Safety Regulations, Permit to Work System and Emergency Care.

- All *Contractors* to ensure that the ARNOT Emergency Alarm is activated for serious injuries and the injured shall not be 'moved' by the *Contractors* staff unless in a condition which threatens the injured or other parties life. Movement of injured persons (employees) shall be done by a trained First Aider, who shall be at the site at all times during the work phase.
- All *Contractors* shall send a Safety Officer/Representative to all Safety Meetings arranged by the Power Station.
- Safety Officers shall be at site or as reasonably practical to ensure that all hazards risks are identified and corrective action is taken.
- All *Employers* shall ensure that any employee disregarding a safety instruction is not allowed to be a risk to the *Contractor*, ARNOT Power Station or other parties whilst on this site. The appropriate disciplinary action shall be taken against these employees.
- The *Contractor* shall have daily Toolbox talks, periodic site inspections, job observations, risk assessments, safety equipment checks and safety talks with all employees.
- Safety Induction will be done by the Power Station on prior arrangements but is not the minimum requirement. Induction and hazards training shall be done by the *Contractor*.
- In term of Section 37.2 of the OSHACT, you the *Contractor* will ensure compliance with all requirements of the OSHACT and any instruction/notification that enhances those requirements.
- All *Contractors* to ensure that a Safety Manual is completed prior to working on site and the relevant appointees are fully conversant with their responsibilities are trained and competent in those requirements, training proof is available and appropriate re-training is done.
- *Contractors* to ensure that all staff, whether permanent/non-permanent/supplied by Labour Broker are competent in their relevant disciplines that they are employed/contracted in and all proof of training, experience, etc. is available and is current. Appropriate re-training shall have been done.
- Due to all staff being under the "direct supervision and control" of yourself, they shall and will be treated as an 'employee', as defined in the OSHACT, Act 85 of 1993.

Hard hats Specification

In the case of contractor employees:

- For working at height and ground level, hard hats fitted with a three-point chin strap that meets the requirements of the SANS standard must be used
- In the case where hearing muffs are required to be worn and to ensure proper fit, a hard hat fitted with a single chin strap, made out of non-elastic material, will be required
- Hard hats must display the applicable emergency number or the applicable local emergency number. This must be clearly displayed on the back of every hard hat
- The use of zero-harm stickers and the display of the emergency number to be of the same type as above

- Contractors should place their own company logo and not an Eskom logo in the front of the hard hat.
- The colour coding for the hard hats shall be according to contractor's internal procedures.

In the case of any **visitor** entering an area where a hard hat is a requirement at any Eskom site, He or she shall wear a hard hat fitted with at least a single chin strap, unless such a person needs to Enter an area involving heights. This information must be communicated to visitors prior to them visiting a site. A proper **risk assessment** shall be conducted to establish the need for hard hats and to identify The type of hat to be purchased e.g. hard hats for work at heights must have a short peak.

Minimum requirements for hard hats

- a) All hard hats used shall bear the SABS mark in accordance with SANS 1397:2003.
- b) The hard hat shall include a shell, a harness, and a chin strap.
- c) All hard hats shall have electrical insulation of at least 440 VAC (volts alternating current).
- d) The hard hat shall be made of durable quality material that has no sharp edges or material known To cause health effects and can withstand exposure to sun, rain, cold, dust and vibrations.

Medical Facilities

Ambulance and first aid facilities are available at the PowerStation.

Safety and Accident Prevention

The *Contractor* will be familiar with and comply with Arnot Power Station's safety policies and procedures. Furthermore, the *Contractor* will comply with the provisions of the Occupational Health and Safety Act and in particular, the provisions of the Construction Regulations.

The *Employer* 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 Contractor* is expected to fully co-operate to achieve this objective. *The Contractor* will report any incident and accidents to Arnot Power Station within 24 hours.

NOTE! This report does not relieve the *Contractor* 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.

Compliance to 5 identified lifesaving rules:

Rule1: Open, Isolate, Test, Earth, Bond, and/or Insulate before touch

(That is, any plant operating above 1 000 V)

No person may work on any electrical network unless:

- He/she is trained and authorised as competent for the task to be done;
- A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing;
- An equipotential zone is created for each worker on the job site by earthing, bonding, and/or insulating according to approved procedures;
- All conducting material is connected together, all staff on site wear electrical safety shoes, and insulating techniques are applied according to standards; and
- The authorised person (team leader) has certified and shown all team members that the apparatus is safe to work on.

Rule 2: Hook up on heights

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

- A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height;
- He/she is appropriately trained;
- He/she is appropriately secured during ascending and descending; and
- He/she is using an approved fall arrest system where applicable.

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.

Rule 4: Be Sober

- 1 No person is allowed to work under the influence of drugs and alcohol.
- 2 "Under the influence" means the use of alcohol, drugs, and/or a controlled substance to the extent that
- 3 He individual's faculties are in any way impaired by the consumption or use of the substances; or
- 4 The individual is unable to perform in a safe, productive manner; or
- 5 The individual has a level of any such substance in his/her body that corresponds to or exceeds accepted medical/legal standards; or
- 6 The individual has a level of alcohol in his/her body that is greater than 0.02% blood alcohol concentration.

This includes any level of an illegal substance in the body, irrespective of when the substance was used.

Rule 5: Ensure that you have a permit to work

Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by the Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS) etc.

No plant is to be returned to service without the cancellation of all permits on that plant in accordance with procedure.

NB: In the case of live work, a "live work declaration form" is to be completed by the authorised person who is the person responsible for the safe execution of work according to relevant standards and procedures.

Please ensure that these rules are understood and communicated with the urgency that they deserve. If any of these rules are unclear or the consequences not understood, please do not hesitate to discuss it with Eskom.

We would like to continue our current partnership and therefore urge your support in the implementation and upholding of these rules.

The *Contractor* shall comply with the health and safety requirements mentioned above to this Service Information.

3.2. Environmental constraints and management

Supplier to comply with environmental legislations and procedures set out on the TSC.

3.3. Quality assurance requirements

The supplier will be expected to comply with QM58 and ISO: 9001 and other Eskom Holdings SOC Limited's Standards and specifications.

4. Procurement

4.1. People

4.1.1. Minimum requirements of people employed

The contract shall ensure that they have **at least two people to execute the work on site.**

4.1.2. B-BBEE and preferencing scheme

Mandatory Compliance for Contract Award

B-BBEE level targeted for this transaction is level 1-4

Contractor/s will be required to submit plans to achieve the target level if not met at contract award.

4.1.3. Supplier Development, Localisation and Industrialisation formerly known as Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The Contractor complies with and fulfils the Contractor's obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the Contractor's Supplier Development, Localisation and Industrialisation formerly known as ASGI-SA Compliance Schedule stated below:

Mandatory Compliance for Contract Award

4.1.3.1. 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 spend minus the imported component.

Local Procurement Content	Eskom Target	Tenderer Proposal
	100%	

4.1.3.2. Skills Development

Eskom's Target			
Category	Number	Entry level	Output
Technical or Non-Technical	2	N3/Matric	TVET N6 / National diploma in any Technical or Business field.
Supplier's Commitments			
Category	Number	Entry level	Output

The Contractor shall keep accurate records and provide the Service Manager with reports on the Contractor's actual delivery against the above stated Supplier Development, Localisation and Industrialisation formerly known as ASGI-SA criteria.

The Contractor's failure to comply with his Supplier Development, Localisation and Industrialisation formerly known as ASGI-SA obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract.

SDL&I Penalty and Performance Security

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

One of the following options will apply for SD, L&I performance security:

- 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 fulfilment of all SDL&I obligations at the end of the contract.
- Alternatively the Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations.
- Panels- Eskom will apply 2.5% retention on every invoice (excluding VAT) after all cumulative task orders awarded to the Contractor/Service Provider that have reached a stipulated threshold as security for the fulfilment of the SDL&I obligations.

4.1. Subcontracting

4.1.3. Preferred subcontractors

Not applicable.

4.1.4. Subcontract documentation, and assessment of subcontract tenders

Not applicable.

4.1.5. Limitations on subcontracting

Not applicable

4.1.6. Attendance on subcontractors

Not applicable.

4.2. Plant and Materials

4.2.3. Specifications

Not applicable.

4.2.4. Correction of defects

All defects shall be corrected within a period of 24 hours.

4.2.5. Contractor's procurement of Plant and Materials

The contractor shall supply all the spares which are non-stock items in our local stores as per the price list

4.2.6. Tests and inspections before delivery

Not applicable.

4.2.7. Plant & Materials provided "free issue" by the Employer

All plant and material in stock at Arnot PowerStation stores will be free issued.

4.2.8. Cataloguing requirements by the Contractor

Not applicable.

5. Working on the Affected Property

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

Security arrangements

The Contractor applies for access permits (Contractor's permit) at the security gate on the start date of the contract. The Contractor personnel shall be required to be in the possession of an access permit at all times.

In order to assist Protection Services with the issuing of permits and the identification of personnel on site the successful contractor is to supply a list of all personnel that He/she intends using on site, at least 72 hours prior to entry of the Security Area. This list must be delivered to Protection Services. The list, identified with the Contractors name, is to contain the following information:

- Employee name
- Employee ID Number
- The Employers Safety Coordinators signature
- Control and Instrumentation Maintenance Manager signature
- Copy of the first page of the ID book of every employee of the Contractors, photocopied.

Access permits must be returned to protection services when the workers leave the site, either after Completion of the services, or upon earlier termination of the service of the worker during the Contract

To speed up the process of gain access to the site, the Contractor must compile detailed list of all tools and equipment to be taken on site before arriving at the Power Station Security gate. An authorised copy of this list must be retained by the contractor- to be used again when the tools and equipment are removed from the site after the completion of the services.

Any additional tools or equipment brought to site, or any tools or equipment removed during the contract period must be reported to protection services and all lists amended likewise. Gate release permits will not be issued for the removal of ant tools or equipment not specified on the tool list.

The Contractors visitors and all personnel shall conform at all times to the security arrangements in force at the site. Application forms for visitors must be filled in by the Contractors Site Manager and approved by the Service Manager, one day before the visit and submitted to the Employers Protection Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of the security staff.

The Chief of Protection Services may, with valid cause, remove any, of the Contractors personnel from the site, either temporarily, or permanently. He may deny access to the site to any person whom, in the security staff.

No unauthorised vehicles will be allowed on site. Only Contractors vehicles with displayed Contract vehicle Permits disks will be allowed on site. Contract vehicle Applications should be directed to the Service Manager.

The Contractor will be restricted to the working areas associated with his/her place of work. The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations'.

No recruiting of casual labour may be done on the Employers premises, including the area outside the Power Station Security Gate.

Fire Precaution

Any tampering with the Employers fire equipment is strictly forbidden.

All exit doors ,fire escape route, walkways ,stairs ,stairs landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work storage at all times. Firefighting equipment must remain accessible at all times.

In case of a fire, report the location and extent of the fire to the **LCO** at extension **5035**

Reporting of accidents

The Employer 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 Reoccurrence of the same incidents. The contractor is expected to fully co-operate to achieve this objective. The Service Manager must be informed immediately of any incidents and any damage to the property or equipment must be reported within 12 hours

This report does not relieve the Contractor 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.

Barricading and Screens

The Contractor will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas

All welding, flame cutting and grinding work shall be properly screened to protect persons from any injuries. All gratings shall be covered with the adequate protective screening when welding or flame cutting in the vicinity.

Speed limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of **40km per hour** will be adhered to on the premises at all times.

5.2. People restrictions, hours of work, conduct and records

All Site access is controlled through the designated access gate.

The Contractor is informed of the access procedures through Site regulations and that such procedures may change depending on the prevailing security situation.

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be adhered to on the premises at all times.

The Employer 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 Contractor is expected to co-operate fully to achieve this objective. **The service Manager must be informed within 24 hours of any injuries or damage to property or equipment.**

This report does not relieve the Contractor 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.

The Contractor will be required to work the same hours as the Employer's employees.
Monday to Thursday 07h00 to 16h15 with a necessary required lunch break.
Fridays we work from 07h00 to 12h00. If these times change the Contractor will be required to adjust as well.

The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to them at any time. These records may be needed when assessing compensation events.

5.3. Health and safety facilities on the Affected Property

Medical facilities are available on site for emergencies only.

- The Contractor provides a First Aid service to his employees. In the case where these prove to be inadequate, as in the event of a serious injury, the Employer's Medical Centre and facilities will be available.
- Outside the Employer's office hours, the Employer's First Aid Services will only be available for serious injuries and life threatening situations.
- The Employer shall be entitled, however, to recover the costs incurred, in the use of the above Employer's facilities, from the Contractor.

5.4. Environmental controls, fauna & flora

Supplier to comply with legislations and procedures set out on the TSC.

5.5. Cooperating with and obtaining acceptance of others

Not applicable for this is a Service Contract.

5.6. Records of Contractor's Equipment

Not applicable for this Service Contract.

5.7. Equipment provided by the Employer

Not applicable for this Service Contract

5.8. Site services and facilities

5.8.3. Provided by the Employer

A site for the Contractor's yard is provided by the Employer. A written request, indicating the Contractor's requirements in locality and area of storage, office and Work Shop sites is submitted to the Service Manager as soon as possible after the Contract Date.

Potable water

Water supply is provided by the Employer.

Meals

Meals on site for Contractor's personnel are not available

Sanitary Facilities

Sanitary facilities are provided by the Employer.

General

The Contractor is to comply with all Site regulations and instructions. The onus is on the Contractor to ensure his familiarity with the Employer's Site regulations and inspections.

Fire Protection

The Contractor is to comply with requirements of Eskom Standard NWS 1494 Revision 4 "Fire prevention and protection of Contractor's premises on Engineering Sites" and of Site Regulations pertaining fire protection.

Fire Precautions

Any tampering with the Employer's fire equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways and stair landings must be kept free of obstruction, and not to be used for work or storage at any time. Firefighting equipment must remain accessible at all times.

Plant Safety Regulations

The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations. The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.

Induction training to employees

No person will be issued with an access permit without proof that the person did attend the local Arnot Power Station induction course.

A one-day access permit will be issued for persons attending the induction course. It is the *Contractor's* responsibility to arrange with the *Project Manager* one week in advance for a course booking

5.8.4. Provided by the Contractor

Not applicable.

5.8.3 Materials facilities and samples for tests and inspections

Not applicable

5.9. Control of noise, dust, water and waste

Not applicable.

5.10. Hook ups to existing works

Working at height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height;

He / she are appropriately trained;

He / she is appropriately secured during ascending and descending; and

He / she are using an approved fall arrest system where applicable

5.11 Tests and inspections**Description of tests and inspections**

Not applicable.

6. List of drawings**6.1. Drawings issued by the Employer**

Not applicable