

**PART 3: SCOPE OF WORK**

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**C3.1: EMPLOYER’S SERVICE INFORMATION**

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## 1 Description of the service

### 1.1 Executive overview

This is an all-inclusive pest control and hygiene service, goods and material supply contract and will render a service in the Limpopo and North West regions (Northern grid and Telecoms sites) for Transmission Real Estate on an as and when required basis. This will include provision of pest control manpower, supervision and management, staff uniform/PPE, equipment and its maintenance, hygiene equipment and consumables..

The Contractor will be expected to perform the following activities under hygiene and pest control:

- Pest control services (as and when required)
  - Provision and servicing of rodent bait stations
  - Provision and servicing of uv light fly catcher
  - Provision and servicing of sticky fly catcher
  - Installation of red top disposable fly catcher
  - Treatment of Crawling Insects
  - Treatment of Flying Insects
  - Treatment of termites
  - Provision of bird repellent gel
  - Provision of bird repellent spikes
  - Installation and servicing of eagle eye bird repellent mechanism
  - Treatment of Feline (stray cats)
  - Provision of snake repellent
  - Removal of wasps
  - Removal and relocation of bees
  - Fumigation of bees
  - Removal and relocation of snakes
  - Removal and relocation of Birds Nests
- Hygiene services
  - Deep Cleaning Service (as and when required)
  - Supply and Delivery Hygiene Consumables
  - Sanitary Hygiene Bin Service
  - Supply, Repair/replacement of hygiene equipment (as and when required)
- Provide purified drinking water and water dispensers

The Contractor shall provide all labour, supervision, administration and management, equipment, tools, supplies and material required to perform the hygiene and pest control services specified herein.

#### Working times

Monday - Friday: 7:00am to 15:30pm

Saturday, Sunday and Public Holidays: 08:00am to 12:00pm (if required)

Eskom reserves the right to instruct the Contractor to change working times based on business requirements.

#### Closure of Site

In the event that a site closes down then the services at that site must come to a stop. No compensation will be paid when a site is closed down. Eskom is not obligated to re-allocate services. No re-allocation or disruption costs will be paid in this respect.

**SCAFFOLDING**

- Erection and dismantling for all types of scaffolds higher than 2 meters. Scaffolding shall be erected, altered or dismantled under the supervision of a competent person who has been appointed in writing for this purpose.
- No scaffolding and platforms will be used without it having been safety cleared and the required documentation completed as per SANS 10085-1:2004 or recent version.
- Scaffolding for use of internal and external building, contractor to also note the some building exceed 6m high.

**FAS**

Contractor to refer to Eskom standard no: 240-100979499 (attached as part of tender documents) for Fall Arrest System and working at heights specifications and safety requirements.

The Contractor will ensure that any damages made during the execution of their activities will be repaired (Contractor’s cost) to the satisfaction of the Employer and that the Employer will not suffer adverse inconvenience in utilising parts of the complex during the project execution

The scope of work shall apply to the following sites:

CLN	Substation	Latitude	Longitude	Province
Carletonville	Carmel	-26° 25' 23.0"S	27° 18' 23.2"E	North West
Carletonville	Midas	-26° 23' 16.9"S	27° 31' 43.8"E	North West
Carletonville	Pluto	-26° 13' 1.5"S	27° 27' 17.0"E	North West
Carletonville	Hermes	-26° 54' 4.8"S	26° 46' 59.4"E	North West
Carletonville	Watershed	-26° 5' 26.1"S	26° 8' 37.8"E	North West
Carletonville	Mookodi	-27° 0' 35.9"S	24° 44' 38.3"E	North West
Rustenburg	Ararat	-25° 33' 46.1"S	27° 11' 12.7"E	North West
Rustenburg	Trident	-25° 38' 7.0"S	27° 10' 56.1"E	North West
Rustenburg	Bighorn	-25° 40' 57.5"S	27° 30' 30.5"E	North West
Rustenburg	Dinaledi	-25° 34' 46.9"S	27° 51' 12.7"E	North West
Rustenburg	Marang	-25° 36' 46.8"S	27° 20' 4.9"E	North West
Rustenburg	Ngwedi	-25° 24' 22.9"S	27° 5' 13.0"E	North West
Polokwane	Witkop	-24.04393° 24° 2' 38"	or 29.35668° 29° 21' 24"	or Limpopo
Polokwane	Acornhoek	24°35'55.95"S	31° 3'14.22"E	Limpopo
Polokwane	Foskor	24° 1'39.33"S	31° 7'33.48"E	Limpopo
Polokwane	Leseding	24°26'22.03"S	30° 1'2.16"E	Limpopo
Polokwane	Senakangwedi	24°48'38.91"S	30° 7'0.44"E	Limpopo
Polokwane	Spencer	23°29'17.37"S	30°22'50.59"E	Limpopo
Polokwane	Tabor	23°22'29.51"S	29°46'53.33"E	Limpopo
Polokwane	Merensky	24°43'8.87"S	30°13'18.73"E	Limpopo
Polokwane	Manogeng			Limpopo
Polokwane	Silimela			Limpopo
Lephalale	Borutho	23°54'08.60"S	28°58'35.0"E	Limpopo
Lephalale	Matimba	23°40'8.65"S	27°36'55.80"E	Limpopo
Lephalale	Medupi	23°42'11.45"S	27°34'0.77"E	Limpopo
Lephalale	Spitskop	24°57'59.70"S	27°13'39.09"E	Limpopo
Lephalale	Warmbad	24°53'26.46"S	28°19'33.92"E	Limpopo
Offices	Polokwane Regional Office	39 Han Ransberg,	Van	Limpopo

		Polokwane	
Offices	Bela Bela Area Office	Route 101, Business Park, Bela bela	Limpopo
Offices	Rustenburg Area Office	235 Beyers Naudea, Rustenburg	North West
Offices	Orkney Building	1 Ena Murray Street Eastleigh Orkney (Klerksdorp)	North West

The services shall extend to any new Transmission buildings that will be acquired within the Northern Grid in the duration of the contract.

Service provider to note that only one vehicle will be paid per task order. The Employer will plan Task Order in such a way that travelling costs are minimised. In exceptional cases where supplier needs to use more than one vehicle, Employer approval needs to be obtained in writing. It is recommended that the Contractor procures materials from local suppliers.

The contractor shall provide labour and tools to carry out the Employer’s requirements. The Contractor shall replace broken or damaged equipment within (one) day.

The work comprises of supervision, labour, consumables and equipment necessary to carry out pest control and hygiene services on an “as and when” required basis. The Contractor is to respond within 24 hours, however, should an emergency arise, the response time must be immediate. The Employer shall verify all the work to be executed as well as the work completed.

The contractor undertakes to hold the Employer (Eskom Holdings SOC Limited) harmless against any determination or award made in terms of Labour relations Act No 66 of 1995 as amended, in any event where Eskom is held liable with regards to the employees of the supplier.

The Supplier undertakes to compensate Eskom for any determination or award as well as all reasonable legal expenses incurred by the client in order to avoid or oppose such liability alleged by or on behalf of an employee/s of the supplier.

There will be no obligation on the Employer to oppose any proceedings resulting from such an alleged liability, but this does not detract from the Suppliers responsibility in terms of this clause.

**1.2 Employer’s requirements for the service**

- All services and works will be issued and managed through a task order system on an as and when required basis.
- All services and works must be accompanied by the required documentation so that it is auditable and complies with good corporate governance.

**1.3 Interpretation and terminology**

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
FSS	Finance Shared Services

PO	Purchase order
SAP	Financial Accounting System
TO	Task order
CLN	Customer Load Network
NG	Northern Grid

**2 Management strategy and start up.**

**2.1 The Contractor’s plan for the service**

Contractor to partner with Employer to draft a service plan for the provision of services as instructed in the Task Order abiding to identified standards and regulations.

**2.2 Management meetings**

Quarterly and Adhoc meetings will be scheduled by the Eskom Representative. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within three 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**

- All staff working on Employer’s premises shall adhere to access control requirements of the specific site.
- All contractor staff to report to Employer’s representative before commencing any work on site.
- All contractor staff to be clearly identifiable.

**2.4 Documentation control**

- All services and works will be issued and managed through a task order system
- All quotations and claims to be done on the task order system and invoices shall refer to the TO number for ease of administration.
- All contract communication to be done using the standard forms as per this contract (Early Warning, Notification of Default, Payment Certificates, Task Orders, Risk Register etc.) and will be attachments to email.

**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

\_\_\_\_\_ 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)

### **PAYMENT PROCESS:**

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 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 must submit an FRI within 2 weeks of contract award.

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.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- Send all invoices in PDF to Accounts Payable Department: [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za) and a copy to the Service Manager
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you 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.
- Your company can request a park invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

### **Follow-up with Finance Shared Services (FSS):**

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the parked invoice report.

## **2.6 Contract change management**

Changes to the contract will be notified and addressed as per the NEC3 – TSC3. Changes to the Task Order, regarding scope, cost and time will be managed via the Eskom Task Order Committee for approval and will be noted as Modification on the Task Order. Modifications to work/service can only resume once TOC approval is obtained and as instructed by the Eskom Representative.

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

As a control measure, it is required that the *Contractor* maintains record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components not listed in the contract *price list* to be provided.

## **2.8 Insurance provided by the Employer**

Refer to data by Employer Z12

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

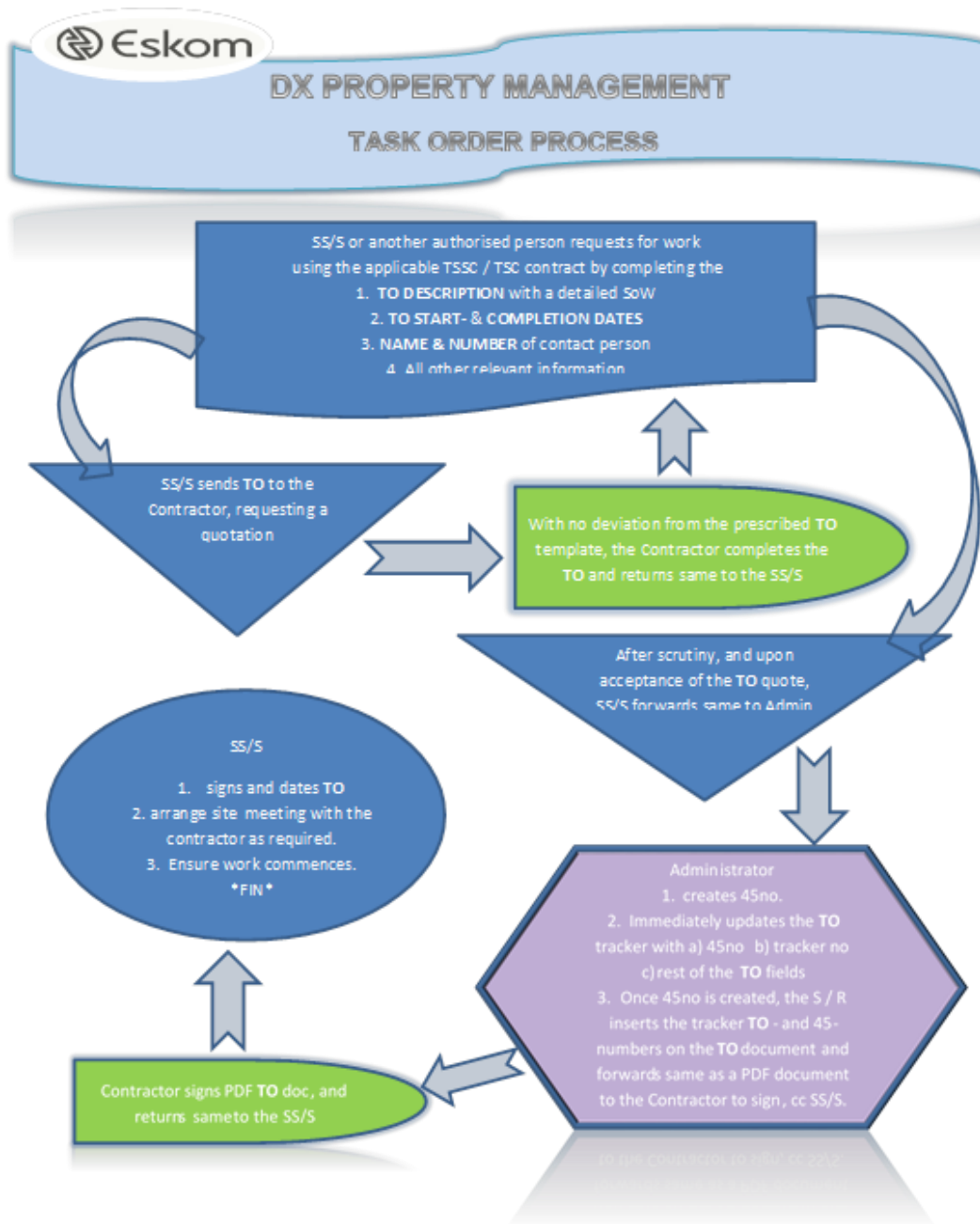
### **2.9.1**

### **2.9.2 Information and other things**

Where stated in the *price list* and Service Information at the end of each task completed the Contractor to provide a concise Report. The task is not complete unless the Report noted is provided for the specified item.

## **2.10 Management of work done by Task Order**

When accepting a task order the contractor is to ensure; availability of resources, adequate supervision and the ability to respond to emergency work. Turnaround times will be discussed and agreed at task order stage.



### 3 Health and safety, the environment and quality assurance

#### 3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract.

The *Contractor* shall therefore comply with all the health and safety requirements as prescribed in the;

“Maintenance Contract for Eskom Holdings SOC Ltd (Tx Northern Grid) - SHE Specification”  
attached to this document  
Annexure B : Acknowledgement Form for the Eskom SHE Rules and other requirements 240-43921804 Rev3

In addition as scope specific where applicable,

### **Eskom’s life saving rules**

Note: Contravention to any of the Eskom Life Saving rules, can result in termination of the contract subject to the outcome on an investigation.

#### **RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH**

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 must be conducted prior to any work commencing.

An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.

All conducting material is connected together, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.

The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent for the task to be done.

*Contractor* to take precautionary measures when working in close proximity to other power lines.

Jumper covering is provided to serve as an overhead jumper protection covering above solid cut-outs to reduce bird electrocutions

#### **RULE 2 : HOOK UP AT HEIGHTS**

Working at height is defined as any work where an activity above 2 metres is performed from ladders, scaffolds, platforms, buckets, excavation, structures or where there is a potential for a fall. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.

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

You are appropriately trained.

You are appropriately secured during ascending and descending.

You are using an approved fall arrest system where applicable

The *Contractor* must be aware of the operating heights when working under HV lines.

#### **RULE 3 : BUCKLE UP**

No person may drive any vehicle on Eskom business and sites:

Unless the driver and all passengers are wearing seat belts.

#### **RULE 4: BE SOBER**

No person is allowed to work under the influence of drugs and alcohol. Under-the-influence’ means the use of alcohol, drugs and /or a controlled substance to the extent that:

The individuals faculties are in any way impaired by the consumption or use of the substances or;

The individual is unable to perform in a safe, productive manner or;

The individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or;

The individual has a level of alcohol in his body that is greater than 0,02 % blood alcohol concentration.

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 dictates, no person shall work without the required Permit to Work. (PTW)

Work is as defined in the Plant Safety Regulations (PSR) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.

A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.

The PTW must be issued by an AP, in accordance with the PSR.

The PTW must be accepted in writing by an authorised RP.

The PTW shall be shown to everyone working on the job and the risks explained.

The RP must ensure that all staff working on that job is entered on a Workers' Register and the risks explained to each one.

The RP must ensure that the conditions of the PTW are enforced for the duration of the work.

**SHEQ REQUIREMENTS:**

In compliance to Eskom's SHEQ Policy, the *Contractor* must ensure;

- Commitment to safety, health and environmental excellence.
- Conduct business with respect and care for people and minimise or avoid impact on the environment.
- Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans.
- Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable.
- Report, respond to, investigate, close-out, and share learning from safety and environmental incidents.
- That SHE is an integral part of your operations and that:
- No operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment.

Typically, the identified risks as listed in the "Health & Safety Specification" for this contract which could endanger persons/*works* as per scope of work to be completed by the *Contractor*. Specific risks, related to projects as will be issued per Task Order are as follows:

Typical Risks to be assessed where applicable
Live underground cables
Work in live chambers/restricted areas
Live overhead conductors/crossings
Close proximity work to live equipment
Operating of cranes/vehicle mounted
Static electricity/induction
Work with chainsaws/mechanical cutters
Materials handling/ heavy equipment handling
Conductor stringing and tensioning
Vehicle risks
Work in open trenches/excavations
COVID-19 pandemic
Biological/health risks (camps)
Weather related risks (UV, heat, cold, wind, rain, snow, etc.)
Environmental risks
Ergonomic risks (body position, fatigue)
Work on/dismantling of rusted & rotten poles and structures
Fire risks
Public safety risks
Work close to public roads

Working in environmental sensitive area
Historical events that could influence the project, I.e. current structure designs, age of structures to be worked on, etc
Demographics of the area

**THE CONTRACTOR SHALL IDENTIFY MITIGATION ACTIONS FOR ALL IDENTIFIED RISKS, AS WELL AS IDENTIFY ANY ADDITIONAL RISKS AND INCLUDE IT IN THE HEALTH AND SAFETY PLAN TO BE PROVIDED TO THE EMPLOYER ON TENDER RETURN.**

The *Contractor* shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Transmission Standards.

- The *Contractor* shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the *contractor*.
- The *Contractor* is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus and/or lines.
- The *Contractor* shall indemnify the *Employer* and the Engineer against responsibility for safety on the site of the works.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations Document which is publicly available.
- Typically, RISK ANALYSIS IDENTIFYING RISKS THAT could endanger the work as done by the *Contractor* will be done per Works Order. The *Contractor* should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender
- The safety of the *Contractors* personnel and employees acquire precedence over the construction works.
- The *Contractor* shall submit a Safety Plan to the *Employer* within one week of award of contract prior to starting on site. The Safety Plan to be assessed by the *Employers* Representative where after on approval will the *Contractor* be allowed access to site.

### 3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental laws and regulations as well as criteria and constraints as provided at tender stage. The *Contractor* will take due care of to ensure compliance.

All environmental legal Liabilities and claims arising from the activities of the *Contractor* shall be for the *Contractors* expense. The *Contractor* is required to have an understanding of Eskom’s basic environmental principles and commitments.

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

### 3.3 Quality assurance requirements

- “Quality Assurance Requirements: The Contractor shall comply with all quality requirements as set out in the document QM-58 i.e. Eskom Contract Quality Requirements Specification.
- Category 3 will apply for this enquiry
- The Contractor shall comply with ISO9001:2008 Quality Management System Requirements.
- The Contractor shall comply with all other regulatory and statutory requirements applicable to the works.
- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- Quality of workmanship;
- The *Contractor* is required to employ a competent Supervisor on site for the duration of the work issued per Task Order to implement workmanship quality checks.
- Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of each project.

### **General**

- Except for site management and specialized labour such as operators for plant and equipment, the *Contractor* is encouraged to use “local” labour on a temporary basis for all manual tasks.
- The *Contractor* will attend all site meetings as arranged by the *Employer*
- The *Contractor* will report all obstacles on site that could impact on time and cost to the *Employer* in writing. Where applicable Early Warnings should be issued
- All work/services shall be carried out in accordance with all the statutory requirements applicable to the area and scope, Eskom’s specifications, standards and regulations
- The *Contractor* will be given access to the proposed site and the *Contractor* must comply with Eskom’s, National, Provincial and Local environmental policies, safety standards and laws.
- The onus is on the *Contractor* to obtain the latest revision of standards applicable.
- The *Employer* reserves the right to alter the scope of the works, programme and constraints.
- The Clerk of Works of the *Employer* will do Quality Control Checks and inspections on the *works*. The *Contractor* notifies the Clerk of Works or *Employer’s* Representative of any inspections to be done three days in advance.
- The *Contractor* shall ensure that caution is exercised when working in close proximity of live electrical equipment.

## 4 Procurement

PPPFA is not exempt; tender was issued to the open market. The award will be to multiple contracts and to multiple suppliers. Tender execution will be based on a competitive tender.

An open tender process is to be followed to allow for fairness, equitable, competitiveness, transparency and cost effectiveness.

Two (02) service providers are required for this contract as follows:

- 1 x supplier for Limpopo CLNs
- 1 x supplier for North West CLNs

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

The team supervisor/leader/member should have the following mandatory training certificates:

- PCO registration and certification
- ORHVS (HVO 02)
- Supervision
- HIRA
- Fire fighting
- First Aid level 1 & 2

#### 4.1.2 BBBEE and preferencing scheme

Valid BBBEE on award.

#### 4.1.3 Supplier Development Localisation and Industrialisation (SDL&I)

Valid BBBEE required.

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

The principal *Contractor* must ensure that his proposed subcontractor has the following documentation on record (for access by the Employer) before the appointment.

- Valid accreditations, authorization and/or Registration necessary to perform the scope
- Signed 37.2 agreement between Principal Contractor and Subcontractor
- Approved Health and Safety plan for the subcontractor's portion of the works.
- Principal contractor to ensure his subcontractor complies with the construction regulations.
- A signed written contract that clearly outlines the roles and responsibilities of each party - must exist between the principal contractor and sub-contractor/s preferably in the NEC Engineering and Construction Subcontract or Short Subcontract form.
- Subcontractor should submit a valid Tax clearance certificate to the principal contractor.
- Subcontractors should comply with relevant requirements of the Skills Levies Act, Unemployment Insurance Fund Act and the Compensation of Occupational Injuries and Diseases Act.

Compliance to approved Safety, Health, Environmental and Quality plans.

The contractor to indicate the percentage of subcontracting, the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods or services when local content and production criteria are applicable. The NEC system is compulsory for all subcontract documentation.

#### **4.2.2 Subcontract documentation, and assessment of subcontract tenders**

*Contractor* is to prepare Subcontract documentation; the NEC Subcontract document is compulsory or recommended.

#### **4.2.3 Limitations on subcontracting**

Mandatory subcontracting of a minimum of 30% shall be applicable as a condition for contract award.

- a) must apply subcontracting to previously designated groups.
- b) must advertise the tender with a specific condition for contract award that the successful tenderer must subcontract a minimum of 30% of the value of the contract to:
  - i. An EME or QSE which is at least 51% owned by black people.
  - ii. An EME or QSE which is at least 51% owned by black people who are youth.
  - iii. An EME or QSE which is at least 51% owned by black people who are women.
  - iv. An EME or QSE which is at least 51% owned by black people with Disabilities.
  - v. An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships.
  - vi. A cooperative which is at least 51% owned by black people.
  - vii. An EME or QSE which is at least 51% owned by black people who are military veterans;

Tender Returnable if the above element is a requirement;

- Proof of a sub-contract agreement/s must be submitted.
- CSD report of subcontractors
- Sub-contractor/s B-BBEE certificate / sworn affidavit must be submitted.

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

### **4.3 Plant and Materials**

#### **4.3.1 Correction of defects**

All defects to be corrected within two weeks, after identification.

## 5 Working on the Affected Property

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

The Contractor and ensure that all of his staff undergo Eskom induction prior to entering the Affected Property.

#### **Roads and Vehicles**

- All vehicles used on site, by the *Contractor* will be compliant with Eskom Standards.
- All road signs and traffic laws / regulations on site will be adhered to. Employees of the *Contractor* failing to comply will be removed from site and denied any further access.

#### **Security**

- The *Contractor's* staff will be subject to all security measures, rules and regulations of the Eskom Security Services
- *Contractor* shall agree to searching of all staff, bags, briefcases and vehicles.

#### **Access to and Departure from the Site**

- Access to all sites will be through the main security gate of each particular site. The *Employer* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All persons entering Eskom sites are subjected to alcohol testing.

#### **Temporary Gate Permits**

- The *Contractor* provides the *Employer* with the personal details of their staff at least two weeks prior to the contract start date. All names and details to be submitted to the *Employer* who arranges for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the *Employer* in advance, and replacements communicated to the *Employer* as well, the replacement employee will have to attend induction as well.
- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on the approved Eskom security form.

### **Removal**

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant Eskom security forms and the equipment lists.
  - If the equipment or material is to be removed the same day, on which they were brought on to site, then the security form will need to be produced at the gate when leaving the site.
  - The removal of any item at a later stage of the contract will require a security form with the necessary approval and responsible manager's signature.
  - If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original security form, with which the *Contractor* brought the equipment on site.

## **5.2 People restrictions, hours of work, conduct and records**

- The Contractor is responsible for the provision of transportation for all personnel to site, from site and on Site.
- The Contractor is responsible for the training and development of his staff whilst employed by the Employer.
- The Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors and the Service Manager shall have access to these records at any time.
- High Voltage Yard: Contractor to ensure staff working at HV Yard has ORHVS training ( HVO-01,Supervision, Herbicide, HIRA & Fire Fighting)

### **Normal work**

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify the Site Supervisor or Facilities Manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously).

### **Overtime**

When overtime is required to be performed, the sub- contractors shall inform the appointed contractor of such action. The appointed contractor shall inform the Site Supervisor or Manager of such area. Contractors shall be aware of the effects of human fatigue and regulate overtime

accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

### **Night work**

When night work is to be performed; contractors shall provide sufficient lighting to enable the entire work site to be illuminated to a degree that employees will not work in dark (un-illuminated) or dimly lit areas. Care must be exercised as not to use few lights with high light intensives as this will cause night blindness. If work is continuing from day light into night, at dusk, a toolbox talk must be held where all employees will be advised of the hazards of night work and the extra precautions which require to be taken, i.e. poor housekeeping, stepping on uneven ground, stepping into holes etc.

### **5.3 Health and safety facilities on the Affected Property**

1. The Contractor shall keep the area where he performs the job safe and free from health hazard for his employees and visitors thereof.
2. It is the responsibility of the contractor to have OHS or other record in permanent form, containing the information about the safety and health management system during the work carried out on site and all information relating to the post-construction phase after handover to the client, so that the client can maintain the works in a healthy and safe way.
3. The Contractor is required to keep a OHS file on every project site. If there is more than one site per project, a file per site shall be kept at that site. Contractor may keep additional files at their head office as additional records. The OHS file shall be maintained by the contractor on their construction sites and shall be available on request for audit and inspection purposes.
4. The OHS file shall consist of the requirements in terms of the project's safety specification, the contractor's safety, and health plans.
5. The sequence of filing the documentation must be kept in the same sequence as listed in this OHS specification and the OHS plan.

### **Working at Heights**

#### **General Requirements**

Wherever reasonably practicable, preference is given to the performance of work at ground level as opposed to the elevated position. Where work in an elevated position is necessary, preference is given to fall prevention measures such as, but not limited to, effective barricading and the use of

work platforms. Persons may only work from a fall risk position if a site-specific fall protection plan is in place and correctly implemented and consists of the following:

1. All appointments for the fall protection plan developer and implementer are in place.
2. Baseline risk assessment, which is specific and incorporates the working at height risk assessment, as well as the site-specific risk assessment, has been completed for the work to be conducted.
3. Safe working procedure/task analysis and work instructions, approved by a competent person, are in place.
4. A fall rescue plan, along with necessary equipment and trained rescuers, is in place.
5. Appropriate training, as determined by the risk assessment, has been provided.
6. Appropriate height safety equipment and personal protective equipment have been issued to the individual.
7. There are equipment inspection procedures and up-to-date inspection records.
8. Individuals are medically fit to work at height, and records of this are kept.
9. A site-specific risk assessment is performed.

While work is in progress, adequate warning signs and/or barricades shall be used in all areas where there is a risk of persons being injured by materials or equipment falling from the work area. Barricades should be continuous and easily visible.

A drop zone shall be established with appropriate warning signs and barricading, warning personnel below of workers above and potential falling objects.

**Every employer shall ensure that work at height is:**

1. properly planned.
2. appropriately supervised; and
3. carried out in a manner that is, as far as is reasonably practicable, safe and that its planning includes the selection of work equipment.

**Working on the Affected Property**

The Contractor's staff will ensure that they restrict their movements on the Employer's premises to only those areas pointed out to them during the Employer's Induction Training.

**Site services and facilities**

- Upon arrival of the Contractor's staff on the site, they will present themselves to the Employer's representative before starting to provide the works. The contractor staff to wear company logo identification tops/jackets or overalls at all time for immediate identification.
- The Contractor shall on a Monthly basis supply the Employer representative with monthly safety statistics and man-hour for himself/herself and for all his/her Sub contractors

Contractor to provide own Emergency preparedness procedure and align to site emergency procedure.

#### **5.4 Environmental controls, fauna & flora**

Not applicable.

#### **5.5 Cooperating with and obtaining acceptance of Others**

As per clause 25.1 of this contract.

#### **5.6 Records of Contractor's Equipment**

Prior to starting work on the Affected Site, the Contractor will compile a list of his equipment, either owned or hired, which will be used for the execution of this contract. It should include the make, type, year of manufacture, colour and function or use. This list will be signed off by the Contractor and the Service Manager.

- Any electrical equipment or appliances used by the Contractor must comply with all relevant safety regulations and requirements and be maintained in safe and proper working condition.
- The Employer has the right to stop the Contractor's use of any electrical equipment or appliance, which in the Employer's opinion does not conform to the foregoing.

#### **5.7 Equipment provided by the Employer**

Not applicable.

#### **5.8 Site services and facilities**

##### **5.8.1 Provided by the Employer**

Water and Electricity usage

- Water and Electricity will be supplied by the Employer and must be used in accordance with the Eskom Environmental objectives.
- The Employer will provide ablution facilities for use by the Contractor's employees on site (if work are carried out in building facilities. Should work be carried out in a yard where

there are no ablution facilities, the Contractor should make arrangements and provide its employees with portable toilets).

### **5.8.2 Provided by the Contractor**

#### **REQUIREMENTS FOR VEHICLES**

1. The appointed contractor must have a system/ process to manage vehicle access to site.
2. The appointed contractor must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
3. Contractor vehicles can be subject to inspections by the contract/project manager
4. Vehicles which are not roadworthy will not be permitted to be used on site.
5. Precautions shall be taken to secure all loads properly.
6. All vehicles must be fitted with fire extinguisher, first aid kit and warning triangle

#### **REQUIREMENTS FOR DRIVERS**

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
  - a. Their passengers wear seat belts whilst the vehicle is in motion.
  - b. Comply with all traffic road rules, safety, and direction and speed signs.
  - c. Ensure that vehicle loads are properly secured prior to moving off.
  - d. Ensure that vehicles are not overloaded.
4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
5. All drivers of such vehicles are to have valid medical fitness certificates.
6. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
7. No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

#### **TOOLS AND EQUIPMENT**

1. Contractors shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.

2. Contractors shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
3. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
4. Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
5. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

## **PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS (PPE)**

1. The appointed contractor must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub-contractors on site.
2. All contractors shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk-based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Additional PPE shall be identified from task risk assessments for specific areas and tasks.
5. All contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual contractor's responsibility to provide the PPE.
7. All PPE purchased and used by all contractor employees including visitors must comply with the relevant SANS standards.

### **5.9 Control of noise, dust, water and waste**

All waste generated during the execution of the scope of work shall be managed in accordance with Transmission Waste Management Work Instruction (240-98818649) and in compliance with applicable environmental legislation and bylaws.

All spills/emergency incidents should be reported to Eskom Contract Supervisor and Environmental Officer(s) immediately on occurrence. Incidents should be investigated to prevent reoccurrence.

- The contractor should be aware of Eskom SHEQ Policy.
- Contractor must take into account environmental consideration when carrying out Risk Assessments.
- All equipment used on site must be in good working condition and no fuel and/or oil leaks on any equipment will not be allowed.

- Non-conformance, incident reporting and investigations shall be done by the contractor, such reports must include but not limited to the following information:
- The cause of the non-conformance/incident.
- The proposed actions to correct and prevent recurrence.
- Eskom Site supervisor shall issue non-conformances where there are deviations from environmental requirements.

### **Zero Liquid Effluent Discharge Policy (ZLED)**

Contractor shall abide to Eskom Zero Liquid Effluent Discharge through the process of reuse and recycling if any.

### **Smoking**

The national smoking policy must be adhered to. Smoking is permitted in designated areas only (Eskom Smoking Procedure 32-36).

### **5.10 Hook ups to existing works**

As per Eskom cardinal rules above and to SHE specification document issued with the enquiry.

### **5.11 Tests and inspections**

#### **5.11.1 Description of tests and inspections**

Any tool or equipment provided by the contractor should be tested to check if is working properly before issuing to the Site supervisors. For example, the remote control should be fitted with batteries and tested before handing over to the recipient on site.

## **6 List of drawings**

### **6.1 Drawings issued by the *Employer***

Should there be drawings required, Employer will provide per task order

**ANNEXURE C**

ANNEXURE C: X17 – LOW SERVICE DAMAGES

<b>Item No</b>	<b>Key Performance Area</b>	<b>Penalties</b>
1	PPE (not wearing PPE, wearing incorrect PPE & worn out PPE)	5% of the total task order issued
2	Failure to comply with Eskom Cardinal Rules	5% of the total task order issued
3	Safety, Health, and Environmental Contravention	5% of the total task order issued
4	Failure to correct defect with a specified period	5% of the total task order issued
5	Incorrect handling and storage of material, including chemicals	5% of the total task order issued
6	Change of key human resources on site, without Service Manager's approval	5% of the total task order issued
7	Unavailability of tools and equipment	5% of the total task order issued
8	Use of incorrect tools and equipment on site	5% of the total task order issued
9	Employee absenteeism for scheduled work	5% of the total task order issued