

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 document describes the details of the requirements, standards, scope of work and the terms and conditions of the maintenance partnership for Servicing of FGD Emergency Diesel Engines Offsite and Onsite at Kusile Power Station for a period of five months.

1.2 Employer’s requirements for the service

This document serves as the SOW for the Servicing of FGD Emergency Diesel Engines Offsite and Onsite at Kusile Power Station for a period of five months. Supply and servicing of FGD emergency diesel Engines offsite and onsite. The Contractor must provide and use their service kit and spare parts.

It is important to note that the quantities are an estimate and can vary depending on the breakdown during this period.

1.2.1 Detailed SOW

There are six diesel engines used in the FGD plant for emergency quenching i.e. one diesel engine per unit. The contractor to provide service for Diesel Engine (R504850 C JOHN DEGEERE 6068 VL).

Table 1: Service kit

| No. | Material | Detailed description | Quantities | Price (Each) | Total Value |
|--------------|----------|----------------------|------------|--------------|-------------|
| 1 | | Diesel Service kit | 6 | | |
| Total | | | | | |

1.2.1.2 Spares Identification

Each spare is identifiable by means of an Eskom SAP Material number (as is used in the Power Station), part description, OEM and/or OEM part number.

1.2.1.3 Obsolescence

The Contractor shall inform the Employer immediately where spares are found to be obsolete before the alternative spares is supplied, the Contractor shall indicate this to the Employer and indicate viable alternatives thereof.

1.2.1.4 Packaging

- I. All supplied spares shall be packaged in such a manner that they will be transported and stored without damage. This includes preventing damage due to moisture ingress, dust and foreign objects. The contractor’s procedure shall be used Transportation and Storage.
- II. Different spare types shall be packaged separately such that each spare type can be stored separately. Packaging shall be such that the spare can be identified without opening the packaging. Packaging shall be of material that will not be damaged, to an extent possible, by harsh weather conditions during transportation. If that is not possible, then the packaging shall be protected against such conditions.

- III. Where possible, packaging to be such that procured spares can be positively identified through the packaging. Where this is not possible, the packaging to be such that it allows opening and closing of packaging and still maintain the packaging integrity thereafter.
- IV. Delivery packaging shall include as a minimum the following details:
- a) Purchase Order Number
 - b) Part Description
 - c) Part number
 - d) Eskom SAP Material number
 - e) Drawing number, where applicable
 - f) Physical address of Kusile Power Station and the *Contractor*
 - g) Contact details of the *Contractor*
 - h) Delivery note number

1.2.1.5 Acceptance of spares

- a. Incorrect, damaged or faulty spares will NOT be accepted.
- b. All the spares will be inspected and accepted by Engineering and/or OEM Technician before payment could be processed.
- c. Data capturing forms information must be supplied and must meet an acceptable level.
- d. The Contractor must ensure that the supply and preservation of spares is done in compliance with preservation specifications and good engineering practice.
- e. The Contractor to advise the Purchasers warehouse/stores on effective storage of spares and preservation.
- f. Upon delivery of the goods at the Eskom stores, an inspection of goods and the receipt must be conducted by the End-user and the Contractor within 48 hours of delivery. There must be an approved list of appointed quality inspectors available with specimen signatures and this must be updated annually. As per Work Instruction, Receive Materials – 240-54820279.
- g. The Contractor must supply the Purchaser with warrantee certificates, test certificates and the complete data book of spares at the time of delivery which shall be uploaded into the SAP system Goods Receipt document as per Work Instruction, Receive Materials - 240-54820279.
- h. The Contractor must deliver the goods as per the agreed to delivery times.
- i. The Contractor to provide Material certificates as a minimum, where applicable.

1.2.2 Spares Management

The following are the *Employers* requirements from the *Contractor*:

- a. The *Contractor* will ensure proper handling of the spares (from procurement of equipment, storage and transportation)
- b. The spare must be to the exact same specification as installed in the plant and specified on this scope of work document. Notwithstanding the stipulated condition that the Contractor is responsible for verifying the correctness of the spares information provided by the Employer in relation to the existing installed spare. This may include the Contractor consulting the original Contractor of the spare to ensure correctness of information provided by the Employer.
- c. The Contractor will supply any additional information such as brochure, general arrangement drawing, certificates (including material certificates), detailed specification, data sheet, Settings, Documents for programmable electronic cards and spares etc. Check sheets or drawings for quality inspections.
- d. The Contractor provides the Employer with additional spares information and verifies information required.

- e. The Contractor shall supply preservation and storage procedure/s, where applicable.
- f. The Employer may make clarification sessions available to either prospective Contractor/s to further assist the prospective Contractor's to meet the requirements of the work to be performed by the Contractor.
- g. The Contractor must ensure that all components supplied must be individually packed in such a way as to protect the parts during transport and storage. The packaging must also include the necessary labels to identify the items.

1.2.3 Equipment Required

The Contractor and his sub-contractors must possess the tools and equipment to satisfy the requirements of the scope.

1.2.4 Consumables Required

The Contractor must supply his own consumables to satisfy the requirements for scope.

1.2.5 Workshop

The Contractor and his sub-contractors are required to have suitable premises with the required tools and equipment to be able to conduct the scope of work. Eskom reserves the right to inspect the workshop premises to make sure that it is kept up to standard.

1.2.6 Planned Key Performance Indicators (KPI)

The KPI's will be used to determine the successful performance of the scope. The Contractor is required to perform in order to meet these targets. The KPI's are to be agreed to between parties and are subject to change based on the need.

- o Committed delivery date
- o Quality
- o Non-compliance to the agreed Scope of Work, hold points and Quality Control Plans
- o Failure/breakdown of the diesel engines between service scheduled times

1.2.7 Quality and Documentation Control

During the tender process a quality criteria will be defined that the *Contractor* must comply to. The *Contractor* to compile a specific Spares quality management plan for specific SOW and will be approved by the Employer's delegated person, usually the System Engineer.

All Quality References and Standards as stipulated in this document will be adhered to. The *Contractor* to comply with the Employer's quality documentation management system and processes.

Based on the scope of work, this falls under category 4 of the quality requirements.

The supplier shall provide the following documented information:

- Quality manual
- Quality policy
- Project quality plan
- QCPs
- Organisational structure
- Business objectives
- Complete form A

1.3 Contractor’s requirements for the service

- Comply with the Employer’s Environmental, Health and Safety standards, policies, and procedures.
- Inspection report is compiled and made available to Eskom before commencement of the repair or replacement works of the components.
- Develop QCP’s prior to commencing the activities, this document should be approved by Engineering.
- Inform the Power Station representative after the stripping of the component/ item.
- Make a comprehensive list of the damaged components and their respective conditions.
- Record all dismantling and assembly values on cheek sheets.
- Evaluate if any parts need replacement or can be repaired.
- Estimate the cost of new parts and repair services.
- Include the cost of labour and any additional expenses.
- Provide a detailed breakdown of the quote and any warranty options available.
- Repair or replace all damaged/worn components out of specification or obtain a concession from Eskom.

1.4 Contractor’s requirements for the Supply of spares

- All equipment / spares must be on time of required order date
- Transported by road on suppliers’ costs and transport
- End user to be informed when delivery will be done at least 2 days upfront
- No deliveries to be done on a Weekend or Public holiday unless if emergency occurred.

1.5 Interpretation and terminology

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation |
|--------------|-----------------------------------|
| OBL | Outside battery limits |
| Abbreviation | Description |
| OEM | Original Equipment Manufacturer |
| PCLF | Planned Capability Loss Factor |
| QCP | Quality Control Plan |
| SOW | Scope of Work |
| UCF | Unit Capability Factor |
| UCLF | Unplanned Capability Loss Factor |
| QA | Quality assurance |
| QC | Quality Control |

| | |
|-----|---------------------------|
| PCM | Process Control Manual |
| OD | Outside Diameter |
| WT | Wall Thickness |
| FGD | Flue Gas Desulphurisation |
| SOW | Scope of Work |

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 hold-points, witness, and verification points 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 program and resources schedule for the service and for each Task order must be submitted to the *Employer* and shall indicate start, inspection and completion dates, resources and costs.
- Any staff replacement must be accepted by the *Employer* and the replacement must meet the conditions stipulated above

In case of any major breakdowns and/or when required by the *Employer*, a repair plan of action shall be submitted to the *Employer*. Repair work shall commence no later than the time agreed between the *Employer* and *Contractor* on his plan of action.

If the *Contractor* fails to complete any part of the service according to the *Contractor's* plan or it becomes apparent to the *Service Manager* that the service cannot be completed according to the *Contractor's* plan and if such failure is due to the *Contractor*, then the *Contractor* shall submit his plan of action to the *Service Manager* to deal with the delay.

2.2 Management meetings

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|--|-----------------------------|--------------------------------|---------------------------------------|
| Kick off meeting | Once | MS Teams/ Kusile Power station | <i>Employer</i> and <i>Contractor</i> |
| Overall contract progress and feedback | Quarterly | MS Teams/ Kusile Power station | <i>Employer</i> and <i>Contractor</i> |

Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted. Meetings of a specialist nature may be convened as specified elsewhere in the *Service Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and progress of the service. Records of these meetings will be submitted to the *Service Manager*, by the person convening 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 registers shall not be used for the purpose of confirming actions or

instructions under the contract as these shall be done separately by the person in the conditions of contract to carry out such actions or instructions.

Regular meetings of a general nature may be convened and chaired by the *Service Manager* on as when required.

2.3 Contractor's management, supervision and key people

- a) The *Contractor's* shall ensure that only competent persons be allowed to work on plant. The *Employer's Service Manager* is entitled to verify the qualifications of the *Contractor's* employees.
- b) The *Contractor* must be knowledgeable about the condition and scope of work contained in this contract
- c) The *Service Manager* may, having stated reasons, instruct the *Contractor* to remove a key person.
- d) The *Contractor* must ensure that all personnel operating mobile equipment and vehicles are authorised in writing with the required competency training

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

- Purchase orders
- Invoices
- Low service damage documentation
- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.
 - Writing is in the Language of this contract.
 - All reports to be discussed, compiled and handed in to the Eskom
 - All communications must be printed and filed in the *Employer* file

All goods being delivered to Kusile Main Stores must have the following

- Unique delivery note number per delivery
- Delivery note – must have unique number, date of delivery, items that were delivered (material number, material short description, Eskom material number, serial number and quantity delivered)
- Delivery note must come in duplicates so that one copy is kept at Kusile Main Stores and other goes with the *Contractor* for invoicing purposes and as a proof of delivery
- Both copies of delivery notes to be stamped with receiving stamp of Kusile Power Station and must have the signature of the receiver as well as the receiving personnel full names
- All assessments

2.6 Invoicing and payment

- a) Supplier to quote the Eskom official purchase order in all delivery notes and invoices.
- b) Goods must be well packaged and safely transported.

- c) Eskom to acknowledge receipt of goods by stamping and signing the delivery note of the supplier upon delivery, rejected items to be communicated after the official quality inspection is done on site by the end-user of the product rejected goods must be collected and the correct goods supplied within 14 days.
- d) Only goods as specified will be accepted. Any goods which do not meet the specifications will be rejected.

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 *Supply Manager's* or *Services Manager's* certificate.

The *Contractor* shall address the tax invoice to *Employer* and include on each invoice the following information:

Name and address of the *Contractor* and the *Supply Manager* or *Service Manager* ;

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Ltd
Kusile Power Station
Postnet Suite 283,
Private bag x 7297,
Witbank, 1035

- The contract number and title;
- *Contractor* VAT registration number;
- The *Employer's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

No invoices to be handed to an individual. There is no need for the *Purchaser Representative* to sign invoices as they perform Goods Receipt (GR) in the system. The Goods Receipt serves as the approval of payment. **Invoices must be delivered to the Eskom Documentation Centre (email to: Invoiceseskomlocal@eskom.co.za) as this will speed up the payment process and ensure that invoices are not lost and payments delayed.** Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act). Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct.

- The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.
- *Contractor* is required to follow the correct process to ensure the payment is processed in accordance with contractual payment terms.

2.7 Contract change management

Refer to the NEC3 Term services Contract Core Clause 6, in the event any changes to the contract must be managed.

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

Not Applicable

2.9 Insurance provided by the *Employer*

Refer to C1.2 TSC3 Contract Data section 8

2.10 Training workshops and technology transfer

The *Contractor* shall conduct skills transfer to the *Employer's* Maintenance, Engineering and Operating staff. Skills transfer shall also be conducted during breakdown situations by the *Contractor* so that the *Employer's* staff knowledge base can be enhanced.

The following training that will be provided by the *Employer to the Contractor*:

- Plant Safety Regulations (PSR)
- Operating Regulations for High Voltage System (ORHVS)

2.11 Design and supply of Equipment

Equipment supplied must be in safe working order at all times, irrespective whether the equipment is supplied by *Employer or Contractor*. Regular maintenance must be done on all equipment used to execute the service required.

The *Contractor* shall not proceed with any repairs or refurbishment points unless all the necessary inspections, witness or tests are conducted according to the Quality Control Plan. The *Employer* shall conduct such inspections to ascertain that work is conducted to the agreed upon quality standard. However, the liability for such designs, refurbishment, supply and use of the Equipment remains with the *Contractor*.

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

2.12.1 Equipment

Any equipment (assets) bought during the service period will be transferred to the Employer at the end of the service period.

2.12.2 Information and other things

In the event that the information and other things are required, it will be discussed by two parties, and the provision of information and other things will be mutually agreed upon.

2.13 Management of work done by Task Order

- a) A Task order starting with 45* series number will be issued to the contractor for every delivery and services to be provided.
- b) In case of emergency repairs outside the SOW, a different Task Order will be send to the contractor for the works. Response to the issued Task Order must be delt with as per secondary option clause X19 of the agreement.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service.

- The *Contractor* shall comply with the health and safety requirements contained in the **OHS Specification KUS-20251095**. This OHS specification lists the legislative and Eskom Kusile Power Station requirements and, where applicable, any requirements pertaining to local authorities, municipal by-laws, or environmental legislation that must be met by the contractor.
- A SHEQ file to be handed in at the SHEQ department for approval prior to work commencement and kept up to date for the duration of the contract.

3.1.1 Eskom Kusile Power Station Requirements

All contractors shall, before commencement of the project ensure that all their employees are familiar with the relevant Eskom Kusile Power Station OHS documentation that is applicable to contract services. Before the Appointed Contractor commences with any work, The Safety file package must be submitted to the OHS department 2 weeks before the agreed project commencement date.

The OHS department shall assess and give written feedback to the appointed contractor.

The safety file shall be approved by a form of a written letter, the letter shall authorise the appointed contractor to commence with site establishment.

Before the appointed contractor commences with any work, the Kusile power station Project Manager/Contract Manager shall ensure that;

- a) A copy of the SHE Specification document is in the possession of the responsible person of the contracting company as well as the Kusile Power Station baseline risk assessment.
- b) The responsible person of the contracting company and the Kusile power station project manager/contract manager have signed the Kusile power station section 37 (2) agreement.
- c) The appointment of the Appointed Contractor have been concluded and signed by the Contractor and Appointed Project Manager. A task specific baseline risk assessment must be part of the SHE Plan and accompanied by a risk assessment procedure applied. A monitoring and review plan must form part of the baseline risk assessment
- d) Where a Sub Contractor(s) is appointed by the Appointed Contractor, the Contractor supplies the applicable Kusile power station SHE specifications to the Sub Contractor(s).

3.1.2 Requirements Specific to the issued Scope of Work

Annual Servicing of FGD Emergency Diesel Engines Offsite and Onsite scope of work falls under a high risk category as specified in the risk category template.

In compliance with legal and other requirements, the following requirements must be complied with fully:

- 1) There must be a written method statement signed by the Kusile Contract Manager and Appointed Contractor that shall detail how the activity shall be carried out
- 2) The activities must be carried out with the Supervisor present at all times. The supervisor must conduct continuous gas monitoring during the activity of Annual Servicing of FGD Emergency Diesel Engines Offsite and Onsite scope of work.

- 3) The supervisor must conduct planned task/ job observations and submit to the OHS department weekly reports.
- 4) Employees must be medical fit to perform the task.
- 5) Medical certificates of fitness that are valid must be part of the safety file package including identification documents of the employees and their competency certificates
- 6) The safe work procedures must indicate how the maintenance of all Annual Servicing of FGD Emergency Diesel Engines Offsite and Onsite scope of work activities will be done safely without endangering the health and safety of employees.
- 7) Submit a detailed OHS plan which must be suitable, practical, site specific, well- documented and a workable OHS document, compiled to satisfy the requirements of the OSH Act 85 of 1993, the Sub-'s safety specifications and other relevant legislation. The OHS plan must be aligned in terms of suitability and adequacy to the extent of the scope of work. The OHS plan should detail how health and safety would be implemented while on site looking at the scope of work as well as any legal and other requirements applicable to the project to be carried out.
- 8) The OHS plan must show and describe the assignment of responsibilities, procedures and actions to be taken in the process of implementing and maintaining the OHS plan as well as include how deviations/non-conformances shall be managed.
- 9) The OHS plan must be approved by the Kusile project manager/contract manager in writing before it is submitted to OHS department.
- 10) The contractor must identify suitable PPE required for the activities including the identification of appropriate tools.
- 11) The contractor must submit job descriptions supported by proof of competencies for all employees.
- 12) Applicable legal appointments must form part of the safety file with competency certificates per appointment.

Health & Safety Representative Required Competencies:

- i. General Health and Safety Training
- ii. Health and Safety Representative Training
- iii. Hazard Identification and Risk Assessment Training
- iv. Incident Investigation and Root Cause Analysis Technique Training

Supervisor Required Competency:

- i. Three years applicable experience as a supervisor
- ii. Attended an accredited supervisor's safety course
- iii. General Health and Safety course
- iv. Incident Investigation and Root Cause Analysis Technique Training
- v. Hazard Identification and Risk Assessment Training

Safety Officer Appointment typical competencies

- i. OH&S Act and Regulations (latest version of the Act and regulations);
- ii. COID Act (latest version of the Act);
- iii. Incident Investigation and Root Cause Analysis Technique;
- iv. Hazard Identification and Risk Assessment Training;
- v. Emergency Preparedness Coordination Training

3.1.3 Legislative compliance

All contractors will comply with all the legislation pertaining to this contract being:

The Main contractor and all appointed contractors will comply with all the legislation pertaining to this project being:

1. The Constitution of the Republic of South Africa (particularly Section 24 of the Bill of Rights).
2. Occupational Health and Safety Act 1993 (Act 85 of 1993) and its Regulations.
3. National Environmental Management Act 1998 (Act 107 of 1998).

4. Environment Conservation Act 1989 (Act 73 of 1989).
5. National Water Act 1998 (Act 36 of 1998).
6. Civil and Building Work Act.
7. National Road Traffic Act 93 of 1996.
8. Compensation for Occupational Injures and Diseases Act.
9. SANS Standards –Contractor shall use the relative standards applicable to the project.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

N/A

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

4.2.3 Limitations on subcontracting

Not applicable

4.2.4 Attendance on subcontractors

Not applicable

4.3 Plant and Materials

4.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.

4.3.2 Correction of defects

- The Contractor shall ensure that all defects are corrected and tested according to the Employer's processes and procedures.
- All re-work shall be done at the Contractor's cost

4.3.3 Contractor's procurement of Plant and Materials

Replacement materials/ components will be kept at the Employer's inventory/ sock and issued as stock items when required. The Contractor must inform the Employer immediately of any constraints experienced during the procurement process of plant and materials whenever required to procure any materials.

4.3.4 Tests and inspections before delivery

- The contractor shall ensure that all supplied materials are in accordance to the Employer's specifications
- The contractor must inspect and test all materials before delivering to site and then supply the test certificates to the Employer.

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

Not Applicable

4.3.6 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

5.1.1 Permit to Work System (PTW)

The Eskom Permit to Work System (PTW) specify and provide requirements for the application of compulsory health and safety standards and procedures for the safeguarding of Plant and persons. This system forms an integral part of the approval process for work under the Work Coordination Process. The following Eskom Regulations shall be complied with:

- Eskom Plant Safety Regulations, GGR 0992;
- Eskom Operating Regulations for High Voltage Systems, ESKPVAEY6

The contractor shall ensure that adequately experienced personnel with the required levels of education are nominated by the contractor to attend all relevant training specific to the Appointments required by the roles. Training shall be provided free of charge by Eskom; however, the candidates time shall be for the *Contractor's* own account.

5.1.2 Induction training

The appointed contractor shall ensure that all his / her employees have undergone the Kusile Power Station Safety contractor management induction training prior to commencing work on site and shall be renewed annually. Appropriate time must be set aside for training (induction and other) of all Contractors' personnel including the annual re-induction training.

The *Contractor* shall have no claim against the *Employer* in respect of delay at the security main gate

5.1.2.1 Visitors to site induction

- Visitors to the site shall be required to undergo and comply with the appointed contractor's site-specific safety induction prior to being allowed access to site.
- All visitors must remain in the care and custody of a person (host) who has been properly inducted. No visitors are permitted to undertake any work onsite, of any nature.
- Visitors who have completed site induction must be provided with a record of proof of Induction training.
- The *Contractor* provides security necessary for the protection of the works at all times until the Completion of the whole of the works.
- The *Contractor* is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.
- No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on Site. No 'Private Work' is carried out for or on behalf of any Eskom employee. Kusile Power Station has zero tolerance to alcohol and drugs. There is 100% alcohol breathalyser testing for all persons coming to site. Any person that tests positive will not be granted access to site and shall be considered to be in violation of the Eskom's Life Saving Rules. If an employee or *Contractor* employee is suspected of being under the influence of alcohol is tested and if proved positive, he/she is refused entry to site. Formal disciplinary action shall be constituted by the *Contractor*.

5.1.3 Eskom Life-saving Rules

1. Eskom Kusile Power Station places a high value on health and safety and urges every organization that undertakes work for Eskom Kusile Power Station to do the same.
2. Eskom Kusile Power Station has developed seven life-saving guidelines that will apply to all Eskom Kusile Power Station employees, agents, consultants, and contractors. Any Eskom Kusile Power Station employee or employee of a Main Contractor or appointed contractor who fails to follow these rules would be deemed a serious violation. These rules are in place to protect any employee, labour broker, or contractor working from significant injury or death.
3. If any contractual work (including delivery of any product) is to be undertaken on Eskom Kusile Power Station premises, the rules shall be obeyed by any contractor and their employees.

| RULE | DESCRIPTION OF RULE |
|--------|---|
| Rule 1 | OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE BEFORE TOUCH (That is plant, any plant operating above 1000 V) |
| Rule 2 | HOOK UP AT 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. |
| Rule 3 | BUCKLE UP No person may drive any vehicle on Eskom Kusile Power Station business and/or on Eskom Kusile Power Station premises: Unless the driver and all passengers are wearing seat belts. |
| Rule 4 | BE SOBER No person is allowed to be under the influence of intoxicating liquor or drugs while on duty |
| Rule 5 | PERMIT TO WORK Where an authorisation limitation exists, no person shall work without the required permit to work. |
| Rule 6 | ENSURE SAFE LIVE WORKING Only perform live work (never mix live and dead work on the same site at the same time. |
| Rule 7 | NO REVERSING WITHOUT A SPOTTER OR FLAGMAN Ensure that construction vehicles are only reversed when a spotter or flagman is in place |

- Eskom Kusile Power Station will take a stance of zero tolerance on these rules.
- Non-compliance to a Life Saving rule will be considered serious misconduct and will lead to serious disciplinary action, which may include dismissal.
- This is to ensure that every person who works on or visits an Eskom returns home safely to his or her family.

5.2 People restrictions, hours of work, conduct and records

Working hours
Monday- Thursday 07h00 to 16h15
Fridays 07h00 to 12h00

A standby service must be available on demand outside normal working hours.

Kusile Power Station operating times is from 07:00 until 16:15, arrangements for deliveries to be made outside those hours. No deliveries shall be made outside the Stores department or receiving part of the Stores area.

5.3 Health and safety facilities on the Affected Property

Not applicable

5.4 Environmental controls, fauna & flora

Not applicable

5.5 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Interfacing may be required with the site maintenance personnel and others

5.6 Records of Contractor's Equipment

All materials, tools and equipment brought onto site are the responsibility of the *Contractor* and shall comply with the *Employer's* policies and procedures. The *Contractor* 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. All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop.

The requirements for the use of machinery are covered in the various regulations of the Occupational Health and Safety Act. Since incorrectly used machinery or using unsafe machinery can cause serious harm and/or damage, it is important to ensure that all mechanical equipment is safeguarded in order to protect the health and safety of persons who may be exposed to such mechanical equipment, and also to ensure that competent persons operate the machinery.

Kusile power station reserves the right to inspect tools or items of equipment brought to site by contractors for use on this project

5.7 Equipment provided by the Employer

Off-loading and material handling Equipment such as cranes and forklifts are not available on site and if required is to be provided by the *Employer*.

5.8 Site services and facilities

5.8.1 Provided by the Employer

Sanitary services, water, compressed air and electricity shall be provided by Eskom at fixed point on the plant.

5.8.2 Provided by the Contractor

The Contractor is to supply all the personal protective equipment, accommodation, transport, tools, equipment and consumables to perform all the required tasks on site.

