

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S WORKS INFORMATION

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1.2.3 Pre-Fabrication Work (Transition Pieces)

Tube No	Number of Butt Welds	Length of Insert	Material
5 to 9	10	150mm	SA 213 GR. T22 CD to SA 213 GR. TP 347H
10 to 14	10	150mm	-
15 to 20	6	150mm	-
	TOTAL WORKSHOP BUTTS=26 per element. 494 butt welds for all 19 elements.		

1.2.4 Boiler Work

Tube No	Number of Butt Welds	Length of Insert	Material
5 to 9	10	6.5m	SA 213 GR. T22 CD
10 to 14	10	8.2m	SA 213 GR. T22 CD
15 to 20	22	9m and 11m	SA 213 GR. T22 CD
21 to 25	22	8.5m and 10m	SA 213 GR. T22 CD
26 to 31	8	10m	SA 213 GR. T22 CD
32 to 36	14	10m	SA 213 GR. T22 CD
	TOTAL BOILER BUTTS=86 per element. 1634 butt welds for all 19 elements.		

Note:

- Contractor to adhere to Eskom welding standard for Welding 240-56241933 and ASME I requirements. Data books to handed to Eskom within 3 weeks after completion of the project.
- Contractor must provide rigging equipment for all elements. The tubes will be rigged from the 0m level to the section of the Superheater Front Pendant Finishing via the Submerged Scraper Conveyor opening. (Refer to Boiler Drawing for dimensions)
- Contractor to supply A-class welders.
- Contractor to carry out all markings for this project.
- Contractor to provide a Quality Controller for all SOW, Eskom will consequently do final Quality Control after contractor Quality Control.
- Eskom will provide NDT, scaffolding and sandblasting services.

1.2.5 Dipper Plate Full Replacement

- No work to be done on the Dipper plate Replacement

1.2.6 Dipper Plate Full Replacement SOW

- No SOW for the Dipper plate

1.2.7 Technical Criteria

- Zero forced shut down for rework after the outage.
- Zero trips because of outage poor workmanship.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Duration	Meaning given to the abbreviation
GO	< 6 weeks	GENERAL OVERHAUL This is a full turbine centreline outage Boiler statutory inspection/tests and refurbishment Boiler & turbine auxiliary plant refurbishment
IN	1 - 2 weeks	INSPECTION For inspection purposes only to determine scope of work or obtain history, i.e., fans, boiler, ducting, air heaters and precipitators/FFP
IR	2 - 4 weeks	INTERIM REPAIRS This is done between a GO and MO Scheduled to perform critical repairs to prevent plant failures until the next scheduled outage like boiler tube leak prevention, air heater- and precipitators/FFP repairs/washing
MO	4 - 6 weeks	MINI OVERHAUL This is a partial turbine centreline outage Scheduled at intervals between GOs to perform outage related refurbishment work that: Prevents the unit to run from GO to GO, typically boiler, air heater, burner, and ducting work etc. GO activities that can fit in during the outage without extending the duration to relieve resource risks and congestion during GO's, typically turbine steam admission valve refurbishment and generator inspections
ST	As required	SHORT TERM PLANNED REPAIRS Any planned work required outside of the normal outage philosophy Planned and requested 28 days in advance Readiness indicator and ORC Risk Report to be submitted with the request

2 Management and start up.

2.1 Management meetings

- From the *starting date* until Completion of the whole of the *works* the *Project Manager* convenes and chairs a progress meeting on a day basis or at such frequency as is deemed appropriate and mutually agreed with the *Contractor*.
- The *Project Manager* and the *Contractor* schedules meetings to discuss and resolve any technical or commercial matters on an as required basis.
- Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the *works*. Records of these meetings are submitted to the *Project Manager* by the person convening the meeting within two (2) days of the meeting.
- All meetings are recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register is not used for the purpose of confirming actions or instructions under the contract as these are done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

- e) All meetings should be recorded and sent to all stakeholders in the PDF format. Failure to avail yourself for the meeting will result in disciplinary but Project Manager.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting prior shutdown	Once before construction start at 08h00 morning	Kendal Lulutho Boardroom	Project Manager, Contractor, Engineer, Supervisor, Planner, Quality Controller, Safety officer, Environmental Officer
Project Progress Feedback meeting during shutdown	Daily at 08h00-09h30 morning	Kendal Lulutho Boardroom	Project Manager, Contractor, Engineer, Supervisor, Planner, Quality Controller, Safety officer and Environmental Officer
Boiler progress meeting	Daily at 10h00 -10h45	Kendal Outage Boardroom	Other contractors working in the Boiler, Engineer, Project Manager, outage controller.
Outage meeting feedback	Daily at 11h00 -12h00	Kendal Outage Boardroom	Contractor Project Manager, Project Manager, Contractor Safety representative & Others
Risk register and compensation events	Bi-weekly on Monday at 13h30	Kendal Lulutho Boardroom	Project Manager, Contractor, Engineer, Supervisor, Planner, Quality Controller and Buyer

2.2 Documentation control

- a) All communication is routed via the *Project Manager*. All contractual documentation bears the contract number. Email is accepted as a means of communication, but all contractual communications are in the form of properly compiled NEC letters or forms attached to emails and not as a message in the email itself.
- b) All correspondence between the *Contractor* and the *Project Manager* follows the following rules:

- 1) All letters bear the sender's signature.
- 2) Letters follows the numbering scheme described in point 8.
- 3) Correspondence sent via E-mail:
 - 3.1 Sender
 - 3.1.1 The letter is saved in PDF format and send as an attachment to the receiver.
 - 3.1.2 The email Subject field contains only the doc reference number as described in point 8.
 - 3.1.3 The e-mail body may contain informal text but is not contractually binding.
 - 3.1.4 Only the letter saved in PDF format is regarded as formal communication and legally binding

3.2. Receiver

- 3.2.1 The receiver replies to the e-mail received, ensuring that the complete message from the sender is included in the message as an attachment. This attachment includes the Letter in PDF format.
- 3.2.2. In his reply the receiver includes the following text on the first line of the Message Body: "Acknowledgement of receipt". This acknowledgement of receipt is Contractually binding and serves as proof that the letter was delivered to the receiver's address (Core Clause 13.2).
- 3.2.3. When a reply to a letter is required, e.g., "Acceptance of documentation" the receiver now becomes the sender and the procedure under for 3.1 and 3.2 is followed with the receiver writing a new letter with a new reference number as described under point 8

- 4) Correspondence delivered by hand:
 - 4.1. Sender - The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and prepares two copies of the letter for delivery.
 - 4.2. Receiver - The receiver signs both copies of the letter upon receipt and returns a signed and dated copy to the sender.
- 5) Correspondence by fax:
 - 5.1. Sender – The sender prepares the letter with a space for the receiver to sign and date acknowledgement of acceptance. The sender signs the letter and sends it to the receiver by fax.
 - 5.2. Receiver - Upon receipt, the receiver signs and dates the letter and returns it to the sender by fax, acknowledging receipt.
- 6) Drawings and other technical document transmittals
 - 6.1. Transmittals are numbered as described in point 8.
 - 6.2. The same procedure as for letters described under point 4 is followed for transmittals
- 7) All correspondence not transmitted with one of the methods described above will be deemed as informal communication and not contractually binding. Only when some correspondence has been acknowledged for receipt by the receiver by way of points 3.2, 4.2 or 5.2 will it be deemed contractually binding.
- 8) Correspondence numbering scheme.
 - 8.1. Project Manager - The numbering of all formal correspondence from the Project Manager starts with a prefix K0XXX-B-E followed by the correspondence number 0001, 0002.....etc. Example: K0XXX-B-E0021.
 - 8.2. Contractor - The numbering of all formal correspondence from the Contractor starts with a prefix K0XXX-B-C followed by the correspondence number 0001, 0002.....etc. Example: K0XXX-B-C0021.
 - 8.3. During the project kick-off meeting the *Project Manager* informs the *Contractor* of the numbering to be used to substitute the XXX in the numbering K0XXX-B- mentioned in 8. and 8.2.

2.3 Health and safety risk management

The supplier will comply to the she specification and she tender returnable and other procedures that are specified on the she specification and annexure B form that is issued on tender documents:

- a) Adhere to the OHS Act 85 of 1993.
- b) All staff will undergo Safety Induction, presented by Employer's Safety Risk Department.

2.4 Environmental constraints and management

Contractors must comply with the environmental criteria and constraints stated below:

- a) Environmental Management System (ISO 14001, 2004)
- b) National Environmental Management Act (Act 107 of 1998)
- c) Eskom SHEQ policy (32-727)
- d) Kendal Environmental Aspect and Impact Identification, Rating and Management Procedure (*1015586)
- e) Kendal Environmental Communication Procedure (*1015692)
- f) Kendal Emergency Preparedness Plan (*1015702)
- g) Kendal Non-conformance, Corrective and Preventive Actions Procedure (*1017357)
- h) Kendal Waste Management procedure (*1024102)
- i) Hazardous substance procedure (*1018300)
- j) Eskom Flash report
- k) SHEQ File Index (*1027127)
- l) Site Inspection Checklist (*1027246)

2.5 Quality assurance requirements

2.5.1 General

- a) The *Contractor* complies with the *Employer's* quality and technical requirements including those listed in the *Employer's* specification document QM58 (Quality Management Specification 240-105658000).
- b) The *Contractor* submits a QMS as a returnable schedule and uses it for all phases of the Project. The QMS complies with the requirements of ISO 9001 standard. The *Contractor* provides evidence of a fully implemented QMS as and when requested by the *Employer*. The *Employer* may at his sole discretion carry out an audit on the Contractor, the *Contractor's* suppliers and Subcontractors.

2.5.2 Quality Management documents requirements

The *Contractor* submits the following document after contract award to the *Employer* for review and acceptance and prior to the commencement of work

The *Contractor* will supply the *Employer* with a QCP which will detail the *Contractor's* organisation, quality assurance and quality control procedures specific to this project. The QCP must be aligned to, and reference ISO 10005:2005 QMS, guidelines for quality plans and in compliance with the guideline in QM 58(Quality Management Specification 240- 105658000). The QCP will refer to the *Contractor's* QMS Procedures to be used in this Contract:

- a) The *Contractor's* QMS compliance with the requirements of ISO 9001
- b) *Contractor's* quality manual
- c) *Contractor's* quality procedures
- d) *Contractor's* quality forms and work instructions
- e) *Contractor's* quality system documents referenced in this Works Information

The *Contractor* supplies the *Employer* with a QCP or ITP for review and acceptance.

The *Contractor* provides CVs of the quality management employees who will be responsible for quality on site.

Quality Management employee's responsibilities include but are not limited to the following:

- a) Administration of QA/QC functions
- b) Verification of approval status of their or Subcontractor's QCP and procedures
- c) On-and -offsite inspections
- d) Co-ordination, inspection and verification of the Employer's intervention points
- e) Review of Contractor testing and inspection documents (procedures, test results)
- f) Reporting on quality performance

The *Contractor* submits as a minimum the following documents, as required by the *Employer*, which requirement does not constitute a compensation event, during the execution of the Works: -

- a) Updated QCP register
- b) Inspection notifications accompanied by their inspection report
- c) Non-conformance and Defects registers and reports
- d) Updated Site and off-site inspection schedules.
- e) Inspection and or FAT dates.
- f) Inspections completed/outstanding.
- g) Inspection, audits, and test reports
- h) Monthly contract quality progress report
- i) Data books for the completed Works, before commissioning can commence (refer to the data book specification)

2.5.3 Quality Responsibility

- a) The *Contractor* is accountable for the quality of the output and liable for any failures.
- b) The *Contractor* is responsible for defining the level of intervention of QA/QC or inspections. These are in line with the Employers requirements.
- c) The interventions points include all witness, hold, verification and review points required by the Employer. The *Contractor's* failure to allow the intervention points will constitute a non-conformance.

2.5.4 Inspections

- a) The *Contractor* is responsible for the inspection of all the Works that is performed, and the Employer only verifies that the Works is conducted as per the Contract.
- b) The *Contractor* conducts all inspections in accordance with the accepted QCP / ITP.
- c) The *Contractor* drafts a QCP or ITP which shows each activity from the Works Information and submits to the Employer for acceptance.
- d) The *Contractor* provides suitably qualified personnel to conduct on-and-offsite inspections
- e) The *Contractor* ensures that all Works are inspected and approved before the Employer is invited for verification.

2.5.5 Non-Conformances and Defects

Where NCR's and Defect notifications are issued, the *Contractor* acknowledges receipt as per reply period and proposes corrective and preventive actions to the *Employer* as per the contract response period. The corrective and preventive actions will include the implementation and completion dates. Progress on all NCR's and Defect notifications issued to the *Contractor* must be reported to the *Employer* on weekly basis.

- a) The *Contractor's* quality manager keeps a register of all NCR's and Defect notifications issued
- b) Deviations from the Contract are treated as a non-conformance.
- c) Records of NCRs and Defect notifications are kept, and form part of the data book records. During the contract execution phase, the *Contractor* will be monitored by the *Employer* for performance on quality related aspects. The monitoring will be in the form of audits and assessments.

2.5.6 Quality Reporting

The *Contractor* submits a monthly quality report, on the last working day of the month. The report includes but not limited to the following:

- a) A register of NCRs and defects
- b) Updated QCP / ITP register
- c) QA monthly report summary
- d) Planned and completed local and foreign inspection dates
- e) Completed and outstanding Inspections
- f) Audit findings report

2.6 Programming constraints

Planning & Programming

- a) The Tenderer shall submit in his tender a detail programme of work, including all stages and clearly indicating milestones and how they intend to complete the work within the given completion period.
- b) The work shall be planned and executed in such a way that there will not be delays of one contractor that are attributable to any other contractor or subcontractor appointed for this project i.e. coordination of plans shall be ensued and maintained at all times, as necessary.

Accepted Programme / project network

- a) The *Contractor* submits a single programme that incorporates the services and work (programmes) of all his Subcontractors. All contractual dates are integrated into the *Contractor's* programme. The programme includes the activities performed by Subcontractor(s), the interface points between different Subcontractor's work, the *Employer's* operations, the work of Others as well as the interface points between the *Contractor's* work and the individual Subcontractor's work. The contractor shall submit a detail programme of work including all stages and clearly indicating milestones and how intends to complete work within the given completion period. Anticipated deliveries of batches of material shall be included.
- b) The following reports are required as supporting documentation to the Accepted Programme:
 - i. Time analysis print-out
 - ii. Critical activities report
 - iii. Key event report
 - iv. Resource schedules and histograms
- c) All programmes and reports are computer generated (MS project).
- d) The first Accepted Programme (at the Contract Date) serves as a baseline for the Provision of the Works until the *defects date*. This baseline is shown on all subsequent graphical presentations of revised programmes.
- e) A synopsis of all changes to the Accepted Programme is submitted, by the *Contractor*, with each revision. Each revision is uniquely identified by a revision number which is agreed with the *Project Manager* prior to submission of the first revised programme.
- f) The *Contractor* assesses the available data and knowledge explicitly. Any technical detail, policies, imposed organisational conditions, contract conditions, specifications, overall programme constraints, resource availability, long delivery items or any other factor of significance to Provide the Works, are considered by the *Contractor* in his planning.
- g) The *Contractor* provides work planning bar charts and resource schedules as agreed with the *Project Manager*.
- h) The *Contractor* submits a revised program to the *Project Manager* for acceptance at the interval stated in the Contract Data.
- i) The *Contractor* uses Microsoft Project 2010 to perform all his planning.
- j) The work shall be planned and executed in such a way that there won't be delays of one Contractor that are attributable to any other contractor or subcontractor appointed for this project i.e. Coordination of plans shall be ensued and maintained at all times, as necessary.
- k) Planned sequence of works should be such that no other parties are delayed.

NB: Programme must be submitted in MS projects

Programme must be submitted and be accepted within two days after Contract award

Programme must be updated daily and Submitted to the Employer

2.7 Sequence of the works

- a) Planned sequence of works should be such that no other parties are delayed.

2.8 Contractor's management, supervision and key people

- a) The *Contractor* provides the *Project Manager* with a detailed project organisation structure.
- b) The *Contractor* submits the project organisation structure to the *Project Manager* for acceptance within two (2) weeks of the Contract Date.
- c) The *Contractor* ensures that his workforce is trained and competent to perform their respective duties and that a formal health and safety induction training programme is provided.
- d) The *Contractor's* inspection personnel familiarise themselves with the content of the Works Information and the *Contractor* ensure consistency in interpretation and decision making.
- e) Any new foremen/supervisors appointed by the *Contractor* after the *starting date* or during the projects are fully conversant with the details of the *Contractor's* methodology and communication process in use, prior to accessing the *working areas*.
- f) The *Contractor* ensures that the rigging personnel are qualified with operating the chain blocks and handling of other related lifting equipment to ensure personnel safety, productivity and prevention of plant damage.

- g) The *Contractor* employs, in and about the Provision of the Works, only such persons that are careful, competent and efficient in their several trades and callings.
- h) The *Contractor* ensures that his co-ordinators and employees are fluent in the language of the Contract.
- i) *Employer* working hours: Monday to Thursday 07h15 to 16h30 and Fridays 07h15 to 12h15.
- j) Abnormal working hours are pre-arranged with the *Project Manager*.
- k) Kendal emergency preparedness (e.g., evacuation, etc.) procedures are obtained from the Project Manager and adherence by the Contractor and his employees is mandatory.
- l) No recruiting of casual labour is done on the *Employer's* premises, including the area outside the Kendal Power Station Security gate

2.9 Invoicing and payment

Within one week of receiving a payment certificate from the *Project 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 *Project 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 *Project 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;

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.

All Invoices must be emailed to invoiceseskomlocal@eskom.co.za

2.10 Contract change management

The Contract management changes notes depicted below are at all times subjected to NEC3 ECC core clauses 16 and 60 and all clauses referring to the change to the contract. These clauses supersede the notes below:

- a) Changes to this contract do not automatically grant the *Contractor* legitimate right to compensation events, claims or proceedings
- b) Either party may request a contract change provided that such changes are formally communicated prior to implementation
- c) The Project Manager assesses and documents the potential impact of a proposed contract change before presenting it to the Compensation Events Committee
- d) The Project Manager has the right to request the *Contractor* to make reasonable amendments to a contract change request
- e) The *Project Manager* has the right to reject a change and specify his reasons
- f) No proposed contract change will be implemented by the *Contractor* without prior approval of the *Project Manager*
- g) Unless the *Project Manager* expressly agrees otherwise in writing the *Contractor* continues to provide the works in accordance with the Works Information and this contract as if the proposed contract change does not apply
- h) Any discussions, negotiations or other communications which may take place between the *Project Manager* and *Contractor* in connection with any proposed contract change, including submission of any change communications is without prejudice to the *Employer* other rights under this Contract.
- i) Each party bears its own costs in relation to the preparation and agreement of each change request and impact assessment

Contracts changes executed by any State-Owned Enterprise are subjected to control by the Department of National Treasury. The lead time associated with this department will not justify claim for standing time from the *Contractor*.

2.11 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 *Project 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.

Option 13; the amount of the Guarantee (or Performance Bond) is to be calculated as 5% of the Tender price, (Excl. Vat). The contractor has option of either providing the guarantee of 5% or having retention money of 5% deducted from each claim. The Form of Guarantee (or Performance Bond) will be shared as requested.

Option 16; the retention percentage is 5%, depending on the option exercised in Option 13

3 Procurement

3.1 Supplier Development & Localisation (SD & L) Requirements

3.1.1 BBBEE Compliance

Successful tenderer to achieve, maintain or improve a B-BBEE Recognition Level 4 for the duration of the contract

3.1.2 Subcontracting Requirements

Scope to be subcontracted

- Food Supply
- Ablution Facilities
- Transport
- Accommodation
- PPE
- Site Establishment and De - establishment
- Removing the tubes out of site

30% to be subcontracted to the following entities

- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas;
- a cooperative which is at least 51% owned by black people;
- a EME or QSE which is at least 51% owned by black people who are military veterans

3.1.3 Local Content

Eskom's Target	Tenderer Proposal
100	

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

3.1.4 Skills Development

The contractors are required to propose skills development against Eskom's targets:

Bursaries

Eskom's Target				
Category	Number	Entry Level	Output	Tenderer Proposal
Artisans • Fitter • Rigger	6	Matric/N3	Trade Test	
Safety Officer	2	Matric	SAMTRAC Full Qualification	

3.1.5 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 SDL&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.

3.1.6 Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 30 days after contract award.

3.1.7 General Information on Validity of Sworn Affidavits

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

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

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

3.2 Plant and Materials

3.2.1 Quality

- a) All material and Components used shall be Eskom Engineering specification approved.
- b) The Contractor shall provide written certification of compliance with specification of materials supplied by him.
- c) During Construction, the Contractor shall be responsible for securing equipment, plant and material, up to handover to Eskom Kendal Power Station.

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

Kendal Power Station will provide the following services: all material will be issued out to the contractor as when required on site, NDT, Sandblasting, scaffolding, lagging, and cladding, Skips for old tubes and removal of skips from Units. All material will be collected by the contractor from Eskom stores and other areas that are within Kendal Power Station premises. Arrangement must be made in advance with the Project Manager and Eskom Storeman, and no material will be issued on Saturday, Sunday, and Public Holidays. The main Contractor must plan for next or future activities and anticipate delays that may cause impact on project and inform the Eskom Project Manager in advance, any spares/material that will be required on Saturday, Sunday and Public holidays must be requested on Thursday latest in to be issue to the contractor on Friday

The contractor must provide own transportation, rigging equipment, labour force when collecting and offloading the material.

All material must be stored correctly, neatly, and safely and must be barricaded. On completion of the work the contractor must return of unused material (surplus material); can be return partial during construction.

Anything/service that is not going to be provided by Eskom Kendal Power Station, the main contractor shall take consideration when pricing.

4 Construction

4.1 Construction Equipment

- a) The contractor shall supply all equipment necessary to perform the work

4.2 Existing Services

- a) The contractor shall be responsible for locating and protecting existing services
- b) The contractor shall reinstate the services and structures damaged during construction
- c) Any damages caused by the contractor to Eskom Kendal Power Station property and services shall be rectified by the contractor at his own costs and to the full satisfaction of the supervisor
- d) Permission to connect to any existing Eskom Kendal Power Station service, on temporary basis, must be obtained from the Eskom Kendal Power Station Project Manager.

4.3 Site Establishment

- a) The payment of the establishment charge will be made as follows:
 - 1) Thirty percent (30%) of the lump sum will be paid to the contractor when the Eskom Kendal Project Manager is satisfied that the contractors has provided adequate office accommodation, equipment, and staff on the site to proceed with the work in terms of the approved work programme and has provided such living accommodation, and services as are required in terms of the conditions of contract.
 - 2) A monthly amount shall be calculated by dividing the balance of the establishment charge by the number of the full months from the date of payment to the due date of completion of the contract as awarded.
- b) The Establishment of a site is the responsibility of the successful Tenderer, and this must be provided for in the quotation. Fixed assets such a fencing, carports etc. shall be removed or demolished after completion of the works
- c) The contractor is to make his own arrangement for the distribution of electrical power for his own use on the site. The Kendal Power Station will not be responsible for any claims whatsoever brought about by any disruption or fluctuations in the supply of any such electrical power to the contractor

4.4 Contractors own and supervised site store

- a) The contractor must provide adequate storage. All material must, in addition, be stored or stacked in position that will not interfere with other work in progress in the area.
- b) Sites for storage facilities on property of Kendal Power Station, if available, must be arranged in conjunction with the parties concerned. Where no sites are available, the contractor must take his own arrangements at his expense.
- c) The Kendal Power Station Project Manager shall be advised as early as possible when storage sites will be located
- d) On completion of the contract the contractor shall dismantle and remove the store entirely from the property Kendal Power Station.

4.5 Collection, loading, off-loading and distribution

- a) The contractor shall be responsible for collecting, loading, off-loading all material, storage and safety custody thereof and distribution on the working areas from stores and other areas that are within Kendal Power Station premises.
- b) The contractor shall maintain records to the satisfaction of the Kendal Project Manager, concerning the receipt and issue of all material.
- c) All material must be stored or stacked in positions that will not interfere with other work in progress in the area.
- d) The contractor shall, on completion of the works clear the site of all leftover items of material, such as empty drums, steel off-cuts, empty tins etc., to the satisfaction of the Kendal Project Manager.

5 Completion, testing, commissioning and correction of Defects

5.1 Work to be done by the Completion Date

All work is to be done by completion date as per accepted programme and outage timelines.

Contractor to keep the working area clean and safe during working environment at all time and also housekeeping to be done before the final payment is submitted to Project Manager. All surplus material must be return and transmittal to be signed off by Eskom project leader and Contractor storeman. Transmittal copies to be submitted with data package. Three sets of file data package and one soft copy to be submitted to Eskom Kendal Project Manager.

	Item of work	To be completed by
	Data Package includes but not limited to: Method statement, final release certificates, final visual inspection reports, inspection & test plan, drawings (as built, Wed Map), welding procedures, material certificates, material control sheets, qualifications(welder qualifications certificates), NCR's, Concessions/Defect acceptance, COC's, client instruction, progress meetings, compensation event, list of material issued and return, QCP report, lesson learn report, Contractor performance appraisal etc.	Contractor

5.2 Commissioning

- Before plant is placed in service the contractor certifies that it is in a suitable and safe condition. In addition, the Contractor provides a complete list of number schematics, which are a true record of the equipment as installed and certifies that the works have been done in accordance with these drawings/diagrams.
- Prior to the commencement of commissioning, the employer appoints a representative who coordinates the commissioning of all equipment forming an integral part of the system being commissioned. The contractor is responsible for the commissioning of all the plant he supplies and contracted to the requirements of this specification in conjunction with the Employer. In cases in which various components are already in place or are supplied by the Employer to form an integrated system, the contractor, at the time of commissioning, carries the responsibility for the correct functioning of the whole system.
- In the event of incorrect functioning, the Contractor determines the cause, and he corrects the fault if the trouble is within equipment of his own supply or notifies the Employer to rectify faults within their equipment.
- The Contractor has the authorisation, (or the attendance) of the Employers representative before proceeding with commissioning of a particular phase. Consequently, the contractor ensures the safety of his own plant in respect of any commissioning test and in the event of damage accepts responsibility for such equipment.

5.3 Start-up procedures required to put the works into operation

- The commissioning period commences when a safety clearance certificate has been issued for a particular piece of machinery and is concluded when the completion certificate is issued for that piece of machinery
- During the commissioning period, the power station being the "User" has the right of control over the use of the machinery in terms of the OHSA
- The power station is responsible for the control and operating of plant safety regulations and operating and operating regulations for the high voltage systems

- d) The Employer refuses to operate any piece of machinery that it considers “not to be safe” or detrimental to the plant/system when operated.
- e) To provide the necessary expertise and the resources for commissioning of the plant under the control of the power station commissioning manager.
- f) To carry out any required routine maintenance on machinery until a completion certificate has been issued
- g) To request through the Project Manager, that the power station carry out routine maintenance on the Contractor’s behalf and risk after the machinery has been taken over. This request is to be in writing and supported by adequate instructional details.
- h) To present the completed works to the Employer’s Representative for a complete inspection, after being successfully commissioned.

5.4 Take over procedures

- a) When, in the opinion of the supervisor, any part of the work done or any items of material used is not in accordance with the requirements of the contract, whether or not payment for such work or material has been made, he may order the contractor in writing to remove any objectionable part, item or component thereof, to replace it with an acceptable part, item or component and to rectify or reconstruct the works without cost to Eskom Kendal Power Station.
- b) The works will not be accepted by Eskom Kendal Power Station as complete until all defects of every kind have been made good to the satisfaction of the supervisor.
- c) Within a reasonable time after receipt of written instructions from the Project Manager/Supervisor, the contractor shall make good to the satisfaction of the supervisor all the defective material and workmanship which are not in accordance with the contract and which may appear within a period of 12 months, or such other periods as stipulated in the contract date, after the date stated in the CERTIFICATION OF COMPLETION, and shall repair all damage caused thereby.
- d) Should the contractor fail to comply with the above provisions, Eskom Kendal Power Station may cause the require work to be carried out at the expense of the contractor and may recover the cost thereof from the contractor
- e) Testing and commissioning shall be done in accordance with applicable standards, generic and specifications
- f) The Employer shall perform the final commissioning tests.

5.5 Access given by the Employer for correction of Defects

- a) During this period the Contractor’s responsibilities and liabilities are the same as those applying during the official defect period.

5.6 Performance tests after Completion

- a) After the work is completed by the *Contractor*, all stakeholders that includes Engineering, Technical support and Project Coordinator and the *Contractor* will perform leakage test by running primary air fan/s.

6 Plant and Materials standards and workmanship

- a) The *Contractor* is required to employ a competent Supervisor or Forman on site for the duration of the project to implement workmanship quality checks. The Contractor also appointed RP to take permit on behalf of the contractor. It must be person who knows Kendal boiler plant.
- b) Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of project.

6.1 Other requirements

6.1.1 Possession of Site

The *Contractor*, in conjunction with the *Supervisor*, inspects the *working areas* prior to the *access date*. Any Defects established during this inspection will be listed. The *Contractor* is responsible for any Defect or damage occurring during installation.

6.1.2 Access for and interface with Others

- a) During the progress of the *works* the *Contractor* provides reasonable access to the Employer and Others to execute works carried out on other contracts. The *Contractor* ensures that the disruption to Others carrying out maintenance activities is minimised. The *Employer* minimises any activities that will interrupt the work of the *Contractor*.
- b) The *Contractor* makes his own assessment of the problems and difficulties which may be encountered and advises the *Supervisor* of such.

6.1.3 Contractor's Equipment

The *Contractor* is responsible for providing and maintaining in good order all Equipment required for Providing the Works.

6.1.4 Working Areas lighting and access

- a) The *Contractor* at his own expense provides temporary local lighting in compliance with OHSA. The *Employer* provides no local lighting.
- b) The Working Areas are well always lit, and all cables are suspended and routed to minimise access problems and safety risks.

6.1.5 Access to the Works

The *Contractor* makes his own assessment of, and allows in his rates, for those access problems due to confined and restricted areas, existing structures, and equipment, etc., which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works or for the requirements of working adjacent to or in the same area as Others.

Kendal Power Station Specific Constraints

Legend for the contract persons under the NEC Family of Contracts:

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

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

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

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

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

2. Security Arrangements:

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

Health and Safety:

2.1.Plant Safety Regulations:

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

2.2. Fire Precautions:

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

2.3. Reporting of accidents:

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

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

2.4. Speed limit:

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

2.5. Health and Safety Arrangements:

- a) The Contracting Party ensures that all his personnel attend a Health and Safety Induction Course prior to starting with the work. A SHEQ induction session is provided by Eskom Holdings SOC Limited and is valid for the duration of one- (1) year.
- b) The Contracting Party complies with the guidelines set out in the provided SHE specification. The Contracting Party shall submit a health and safety file to the client for evaluation and approval by the Safety Risk Department before taking access of the areas associated with his place of work.
- c) Kendal Power Station Safety Risk Management reserves the right and authority to visit and inspect the Contracting Party's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The contract person representing Eskom Holdings SOC Limited may instruct the Contracting Party to stop work, without penalty to Eskom Holdings Limited, where the Contracting Party's personnel fail to conform to safety standards or contravene health and safety regulations. The contract person representing Eskom Holdings SOC Limited may cause the Contracting Party to discipline his employees and to submit a disciplinary action report to Eskom Holdings SOC Limited. The Contracting Party implements additional health and safety precautions where necessary.
- e) The following Health & Safety requirements are also complied with:
 - i) The Contracting Party's proof of registration with the Compensation Commissioner and assessment of payment is verified.
 - ii) The Contracting Party demonstrates that all of his/her employees have been made aware and understand the risks and hazards associated with the type of work or activity to be carried out.
 - iii) The Contracting Party shall ensure that all employees performing work under his management have been trained and are competent to perform any work allocated to them.
 - iv) The Contracting Party demonstrates to Eskom Holdings SOC Limited that he/she is capable of providing adequate free issue (preferably SABS approved) Personal Protective Equipment (P.P.E.) for use by his employees.

- v) The Contracting Party obtains an Eskom OHS Act section 37(2) agreement to be signed at procurement during the signing of the NEC contract, it is the responsibility of the project manager to ensure that the 37(2) agreement is signed and a copy be kept in the contractor file at procurement.
- vi) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are.
- vii) Noisy equipment and tools - no equipment or tools > 105dB (A) are supplied or used by the Contracting Party.
- viii) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are. Proof is provided to Eskom Holdings SOC Limited that the sub-contractor/s has the necessary competence and resources to carry out the work safely and to ensure that the obligation of care to the environment is exercised.
- ix) The Contracting Party complies with medical examination processes.

2.6. Vehicle and driver safety

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

Transportation of passengers

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

2.7. Eskom Life Saving Rules:

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

The five Eskom Life saving Rules are as follows:

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

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

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

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

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

The following Health & Safety requirements are also complied with:

- a) **Policy:**
Generation Policy GGP 36-941 Rev 0 – “SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF” was issued in February 2008, and all Generation BU’s are to comply with it.
- b) **Standard:**
Standard GGS 36-941 Rev 0 - “SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF” was issued in February 2008, and sets out the requirements to ensure safety with this plant.
- c) **Procedure:**
A proper Procedure is required at each Station to ensure that all involved and affected staff are fully aware of the dangers attached to MV and LV Switchgear, and the approved methods of managing the risks involved.

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

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

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

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

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

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

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

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

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

2.9.2. Training

i) Practical training

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

ii) Theoretical training

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

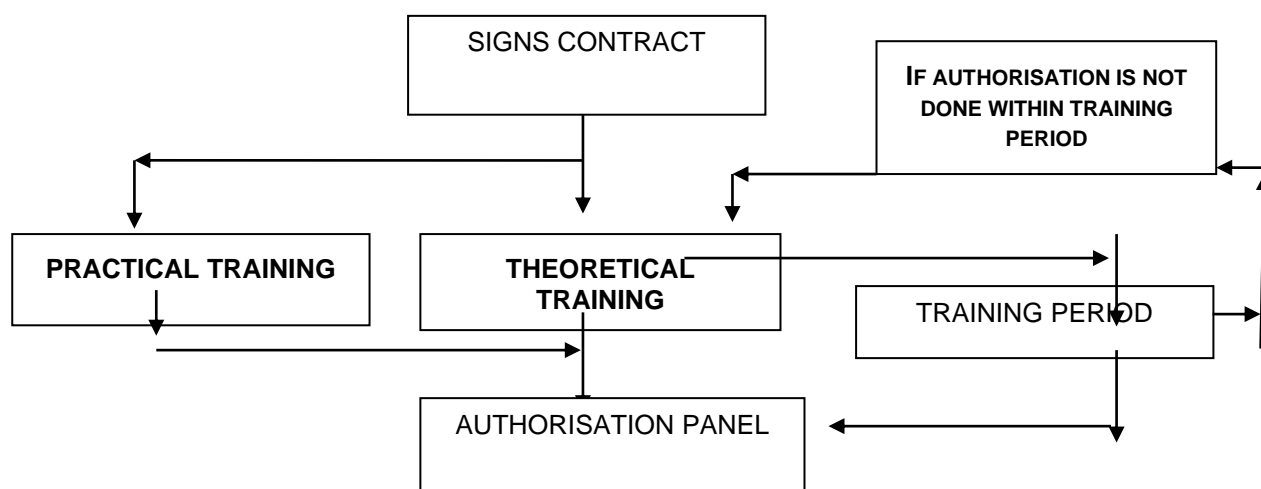
If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.

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

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

The costs will be handled as a compensation event.

2.9.3. Training process



2.9.3.1 Costs related to training

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

2.9.3.2 Accreditation and validity period and area

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

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

2.9.3.3 Contact Person - Kendal Power Station

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

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

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

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

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

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

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

2.11. Barricading / Screens and Scaffolding:

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

2.12. Asbestos (if applicable):

- a) All stripping of asbestos material shall be undertaken strictly in accordance with the Kendal Power Station management of asbestos and asbestos containing material work *1018298 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.
- b) The contract person representing Eskom Holdings SOC Limited advises the Contracting Party whether areas that are to be stripped of lagging have been identified as containing asbestos. If the Contracting Party is not sure whether lagging contains asbestos, he is to notify Safety Risk Management who will identify whether the lagging contains asbestos.

- c) The Contracting Party shall be obliged to ascertain from the contract person representing Eskom Holdings SOC Limited in advance whether areas required to be stripped are non-asbestos. Any contractor, other than the contractor appointed to remove asbestos shall strip lagging material containing asbestos fibres.
- d) The contractor appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

3. Construction/ Erection/ Maintenance work on site:

- a) The Contracting Party is responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- b) The Contracting Party is responsible for the safeguarding, care and security of all items whilst in the Contracting Party's custody and control, until completion of the work.
- c) The Contracting Party is responsible for all craneage and equipment that is required to complete the work.
- d) The Contracting Party is responsible to check and verify correctness of civil work installed by others prior to commencement of installation/erection.
- e) The Contracting Party is responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by Eskom Holdings SOC Limited, which are damaged and/or lost while in the Contracting Party's custody and control.
- f) The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

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

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

2. Plant Identification Labels:

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

3. Quality Requirements:

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

4. Waste Disposal:

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

5. Hazardous substances

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

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

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

6. Environmental Requirements:

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

- Environmental Management System (ISO 14001, 2015)
- Kendal Waste and Recycling Management Work Instruction (*1024102). All waste must be disposed in a legal manner and environmental department must be provided with a waste manifest and safe disposal certificate.
- Non-Conformance, corrective and preventive Action *1017357.
- Environmental Legal and other requirements *1015685.
- Environmental communication *1015692.
- Environmental Management procedure for contractors *1018332.
- The contractor must have an oil spill kit on site and a trained person in oil spillage management.
- The contractor must provide the department with Environmental file which must be checked and approved by environmental department before the contractor can start to work.
- The contractor must report any Environmental incident immediately to environmental department.
- No water shall be drained into the clean water dam/ storm water drains.

7. Contracting Party terms and conditions of employment

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

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

The Contracting Party ensures that:

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

9. Accommodation:

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

10. Messing Facilities:

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

11. Medical Facilities:

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

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

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

12. Scrap Removal

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

13. Irregularities

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

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

All information will be handled and dealt with extreme confidentiality.

14. Abuse of alcohol and/or intoxicating substances

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

15. Assessment and Invoicing

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

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

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

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

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

Contract number and/or Order number

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

An individual serial number (tax invoice number)

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

Name, address and VAT registration number of Eskom Holdings SOC Limited *
(Eskom Holdings SOC Ltd, Kendal Power Station - VAT No 4740101508)

Date of issue of Tax Invoice

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

Quantity or volume of goods or services supplied *

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

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

Address where service was rendered

Value and VAT amount

Task Order number

Discounts

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

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

Address where invoices are to be forwarded

invoicessskomlocal@eskom.co.za

16. Cost Price Adjustment (CPA) implementation

If CPA is applicable, the contract person representing Eskom Holdings SOC Limited and the Contracting Party confirms the increase/decrease with the buyer BEFORE the revised prices are stated on the Invoice.

17. Invoice price versus order price

It is important that the value stated on the Invoice corresponds with the Order. If the Invoice value is different to the Order value payment is likely to be delayed. The Contracting Party confirms that there are no discrepancies on the Invoice to ensure timely payment in accordance with the contractual terms of payment. Any discrepancies are resolved by the Contracting Party with the Buyer BEFORE it is submitted for payment.

18. Labour

All labour laws must be adhered to.

C3.2 *CONTRACTOR'S* WORKS INFORMATION

The *Contractor* is responsible for the entire *works* as prescribed in this Works Information.

The *Employer* is responsible to provide the design requirements as well as the scope of the *works*
