

Document reference	Provision of Resources for Operating department (Coal & Water analysis, sewage, units and water plant operations) at Kendal Power Station	No of pages
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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Executive overview

This contract is for the chemical services in terms of manpower for coal, water analysis and sewage plant operations using different tools, instrumentation and prescribed work instructions supplied by the employer. The coal samples will be collected from the sampling plant to the laboratory whereby it will be prepared as per prescribed work instruction supplied by the *Employer*. Once the sample is prepared, it will be analysed, and the report will be created and shared with relevant stakeholders. The record keeping includes capturing the results on Excel and LIMS using desktops supplied by the *Employer*. Good housekeeping must be maintained at all the times.

The water samples will be collected from various parts of the plant with the supervision of the Eskom employee and analysed in the laboratory as per prescribed work instructions and instrumentations supplied by the *Employer*. Good housekeeping and safety to be maintained at all the times.

The Contractor is expected to provide a service Monday to Friday for water laboratory and the sewage plant except on public holidays. Weekends including public holidays for coal laboratory on as and when required basis. General plant cleaning will be done during normal office hours only. Continuous cleaning is expected on all areas the people will be working .

This contract is an all-inclusive contract, the contractor needs to make provision for any overtime or public holidays to be worked using worse case scenario (assuming all half the coal staff will work every weekend and public holidays).

NB : It has to be noted that Eskom will not use all the resources at once, klerk and sewage plant utility man positions will be required on the later stage of the contract.

The team must have a first aider, authorised Incident investigation leader in case there is an incident, Safety, Health, Environmental and Quality Representative. The Evacuation warden to be provided by the *Employer*. The service provider to make a provision for site establishment preferably two park homes due to a number of resources for refresher preparation, warming food, dining area and for changing, furnisher ,kettles, microwaves, hand sanitisers ,wipes, refreshers consumables like milk, coffee, tea and coffee for their staff. Employer will provide electricity and water.

The Contractor to absorb 60% of the core and critical skills to retain the SANAS 17025 accreditation and for continuity. The core and critical skills to be identified by the Project Manager

Some of the resources required on the contract will be phased in as the contract progresses. Example the klerk and the sewage plant general workers.

Some of the resources the quantity required might less than what is stipulated on the contract as the result of the recruitment process outcome we are busy with. If we get permanent technicians therefore the number of technicians required from the contract will be less.

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

Either

Describe in detail what the *Employer* requires the *Contractor* to do and how he is to do it if the *Contractor* is mainly providing labour and tools to carry out the *Employer's* requirements

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification giving deliverables and constraints for the *service* from which the *Contractor* is to plan in detail how he is to achieve the required deliverables.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are com

SCOPE OF WORK FOR COAL LABORATORY TECHNICIANS

- Coal Sampling
- Sample preparation
- Proximate analyses as per prescribed methods (ash, volatile, sulphur ,ash fusion temperature and cv)
- Physical analyses as per prescribed methods (grading, hard groove, total moisture, inherent moisture and abrasiveness)
- Do Quality Control charts and registers
- Maintain instruments files
- Data /results capturing
- Trouble shooting of instrument
- Maintain the chemical stock level
- Maintain spares stock level
- Removal or movement of staff/material using the crane and a goods lift or via the stairs.

SCOPE OF WORK FOR WATER LABORATORY TECHNICIANS

- Water sampling, analyses and capturing of results
- Quality control charts updates for all water and coal parameters analysed
- Maintain the ISO 17025 Compliance for coal
- Participate and contribute to help the station to be accredited for water analyses
- Do Quality Control charts and registers
- Maintain instruments files
- Data capturing
- Trouble shooting of instrument
- Maintain the chemical stock level
- Maintain spares stock level

UTILITY MAN SCOPE OF WORK FOR SEWAGE PLANT

- Desludging of the clarifier into the drying beds
- Cleaning of the drying beds into sludge bins
- Management of sludge bins
- Cleaning of the screens at the raw water sewage inlet
- Topping up of chlorine chips and lime
- Topping up of sand on the drying beds
- Maturation dam management
- Checking and dosing of PAC,Lime and chorine chips
- Maintain good house keeping
- Do plant inspection as per check sheets
- Report all deviations observed

SCOPE OF WORK FOR A CLERK

- Overtime Data Capturing
- Reservation for stock items
- PR creation for non stock items
- Create task orders from existing contracts
- Create orders from existing contracts
- Creates service entries for existing contracts
- Filing and reconciliation of time sheets
- Compile attendance register
- Assist in any general typing
- Arrange for meetings and take minutes
- Distribution of minutes
- Record keeping of files with confidential information
- Bookings of accommodation, meeting venues and travelling arrangements
- Access permits arrangements for visitors

Site Establishment Requirements

The service provider will use Employers resources for execution of the works except home -work transport, sampling transport and the use of the canteen.

The employer sanitation facility can be used

The service provider will provide two sets of PPE(Acid Resistant Overalls ,boots, gloves, rain suit ,overalls for hazardous chemicals offloading, respiratory mask)every year, Covid 19 Sanitizers , mask, consumable (coffee, milk, tea and sugar) monthly supply two park homes for dining with furnisher and appliances for the duration of the contract .The park home must have air conditioning and furniture and enough sitting arrangements to support enough social distancing and good ergonomics

The contractor to have their own SHEQ Representative on site to deal with compliance and information sharing and arranging safety meetings and attending contractor safety meetings.

Two Park homes must each have an electricity socket plugs , fridge, microwaves, tables and chairs or couches for staff to sit during tea time or during lunch break..

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
AP	Appointed Person
AS	Appointed Supervisor
BCEA	Basic Conditions of Employment Act
CIOID	Compensation for occupational injuries and diseases
CPA	Cost Price Adjustment
EOD	Electrical Operating Desk
HP	High Pressure
NEC	New Engineering Contract
WTP	Water Treatment Plant
QCP	Quality Control Plan/Checklist
RP	Responsible Supervisor
SOW	Scope of Work
TBA	To be advised

The following abbreviations are used in this Service Information:

Applicable Corporate/Generation/International Guidelines and Standards

Nº	REFERENCE NUMBER	DOCUMENT TITLE
1	Occupational Health & Safety Act 85 of 1993	Factories Regulations
2	Unique Identifier 1016526	Permit to Work as per Plant Safety Regulations (GGR 0992)
3	ESKPVAEY6	Operating Regulation for High Voltage Systems
4	Unique Identifier 32-188	Eskom's Procurement and Supply Chain Management
5	Unique Identifier 240-48929482	Tender Engineering Evaluation Procedure
6	Unique Identifier 32-1304	Process Control Manual (PCM) for Manage Work
7	Unique Identifier 32-727	SHEQ policy
8	ISO 9001:2008	Quality Management Systems Requirements
9	Unique Identifier *1017482	Quality Control Plan template form

General Considerations

SAFETY	
Specified safety requirements for the specific system	
System or Plant	Safety requirements
Access to Kendal site	All individuals has attended induction course and the contractor has provided the approved Safety File
Before starting any activity	Site and risk assessment to be done with the assistance of the Employer
Inside Kendal site	32-95, Procedure to conduct EH&S Incident Management
ENVIRONMENT	
Specified pollution control requirements, specified waste management requirements, specified energy efficiency requirements.	
System or Plant	Environmental requirements
Laboratory, Demin, CPP and Sewage plant	Constant housekeeping during execution to ensure safe working environment
	Oil spillages to be handled as per National Environmental Management Act
	Working areas to be cleared or cleaned from coal fines, water residues & debris

1.4 Management meetings

Management strategy and start up.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	1 week before contract start date	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor and Supervisors</i>
Risk register and compensation events	Weekly	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor</i>
Tool box talk	Daily prior commencement of the daily activities	Kendal Power Station, Specific conference room TBA	<i>Supervisor and Contractors</i>
Planning, scheduling and feedback	Once a week at 08:30	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor and Supervisors</i>
Close out meeting	Daily at 15:30	Kendal Power Station, Specific conference room TBA	<i>Services Manager, Contractor and Supervisors</i>
Safety meeting	Once a month	Kendal Power Station, Specific conference room TBA	<i>Safety Officer & SHEQ Technician, Services Manager</i>
Ad hock work stoppage	As and when required	Kendal Power Station, Specific conference room TBA	<i>Contractor, Service Manager and Supervisors</i>
Scope clarification and orientation meetings	1 week before contract start date	Kendal Power Station, Specific conference room TBA	<i>Contractor, Services Manager and Supervisors</i>
Assessment Meetings	Last day of the month	Kendal Power Station, Specific conference room TBA	<i>Contractor, Services Manager and Supervisors</i>

- 1.4.2 Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within five days of the meeting.
- 1.4.3 All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

- 1.4.4 The *Contractor* arranges and holds all necessary meetings with his employees including daily toolbox talks, pre-job and post-job briefings, health and safety and risk assessment meetings etc.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor and _____</i>

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

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

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

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

- 1.5.1 The Contractor ensure that only trained and competent personnel be allowed to work on the applicable plant. The Service Manager is entitled to verify the qualifications of the Contractor.
- 1.5.2 The Contractor's supervisors must be knowledgeable about the conditions and Service Information entailed in this contract and capable of executing the service.
- 1.5.3 The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the Service included in this contract.
- 1.5.4 The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services Manager.

1.5.5 The key persons

Key persons of <i>Contractor</i>				
Designation				
Name				
Experience				
Tel				

1. The Contractor to ensures that only competent persons be allowed to work on plant. The Employer's Service Manager is entitled to verify the qualifications of the people the Contractor is using.
2. The Contractor team members must be knowledgeable about the conditions and scope of work contained in this contract and capable of executing the scope of work.
3. The Services Manager may, having stated reasons, instruct the Contractor to remove a key person. The Contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.
4. The Contractor may not replace any of the key persons, without prior written request and approval thereof from the Services *Manager*.

1.6 Police clearance

1. All *Contractor* personnel to undertake Police clearance since we are a national key point and clearance Certificates to be provided to the Service Manager at least 2 weeks before commencement of work.
2. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to Kendal Power Station.
3. The following website can be used to guide the process.
http://www.saps.gov.za/services/applying_clearance_certificate.php

1.7 Supplier Development and Localisation Requirements

1.7.1 Recruitment of General Labour

1. The Contractor to recruits minimum of 40% of all new recruits and retain 60 % of the current staff for continuity, of general labour from feeder area or use some of our students we have trained and released, using the recruitment process which includes interviewing potential candidates. Contact details and CV for students we have trained will be provided by the Service Manager on request.
2. In an event that new recruits are not from the defined feeder area or from previous contract, the contractor needs to provide proof that the feeder area could not provide such individual.
3. The contractor needs to update the employer as well as the department of labour, in the event that there is a change in the staff compliment e.g. dismissal, resignation, etc.
4. The contractor submits an updated monthly job statistics on the 1st day of each month, using the reporting template that is provided by the Service Manager.

1.7.2 Transporting of Staff

1. The Contractor use transportation purchased by contractor or sourced from local taxi association.

1.7.3 Small, Micro, Medium Enterprises

1. The Contractor supports local Small, Micro and Medium Enterprises by purchasing your material locally where such material is available.

1.7.4 Supplier Development and Localisation Plan

“Local to site “means all areas that fall within the feeder area.

The *Contractor* is required

1. To provide a high level Supplier Development & Localisation implementation plan which stretches for the duration of the contract within one month after contract award.
2. To provide an explanation and action plan for deviation from the proposed plan.
3. The Contractor is required to procure general labour from local municipality. Only skilled and professionals would be procured from within the feeder area.
4. The Contractor is also required to submit its Human Resource Plans indicating the number of new jobs that would be created or retained due to this project.
5. The Candidates for Skills Development would be sourced from local municipality first, then Mpumalanga, before the rest of RSA.
6. The candidates may be developed directly by the supplier, through the suppliers’ own supply network or through the SETA accredited training providers.

7. Candidates are to be currently unemployed graduates from FET (Further Education and Training) colleges, universities or matriculates. These candidates shall also be representative of the population demographics of Mpumalanga province
8. The Contractor submits proposals to the Employer for acceptance on how he will employ and train local labour in the following positions:

1.8 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.

1.9 Documentation control

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

Documentation control

1. The Contractor submits all documentation to the Service Manager and the Service Manager to the Contractor's Contract Manager.
2. Electronic contract communication is restricted to electronic mail only.
3. All communications should be filed and kept on Site. These communication documents are to adhere to the TSC 3 communication requirements.
4. For contractual issues, standard NEC templates and forms are used by both parties or if unavailable, the Employer's templates and forms are used e.g. Defect Notifications Reports and Assessment Certificates. Alternatively, the Contractor prepares appropriate documentation to meet the Employer's requirements.

The Contractor implements the following procedures or paperwork over the first month of this Contract:

- i. Business Organisation Chart
- ii. Safety procedures

The following policies, procedures and specifications will be complied by at all times:

- i. Site Regulations – Kendal site Regulations
- ii. BIA/RM/STD/01 – Safety, health and environmental requirements to be met by Contractors
- iv. Eskom Kendal Site transport requirements
- v. Construction Regulations
- vi. Kendal Quality Manual
- vii. Occupational, health and Safety Act
- viii. Eskom Life saving Rules
- ix. All Relevant Kendal Power Station standards, policies and procedures
- x. All quality, health, environmental and safety costs are included in the contract price

1.10 Invoicing and payment

Invoicing and payment

- 1.10.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.
- 1.10.2 The Contractor shall address the tax invoice to Eskom Holdings SOC Ltd. and includes on each invoice the following information:
- Name and address of the *Contractor* and the *Service Manager*;
 - The contract number and title;
 - Contractor's* VAT registration number;
 - The *Employer's* VAT registration number 4740101508;
 - Description of service provided for each item invoiced based on the Price List;
 - Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required).
- 1.10.3 The *Contractor* attaches the detailed payment or assessment certificate 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.
- 1.10.4 The invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za
- 1.10.5 To facilitate payment, the *Contractor* must ensure the following:
- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
 - All Electronic invoices must be sent in PDF format only.
 - Each PDF file contains one invoice; or one debit note; or one credit note only as Eskom's SAP System does not support more than one PDF being linked into the workflow at a time.
 - Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
 - For Foreign invoices, suppliers are still be required to physically deliver hard copies of original documents to the respective documentation management Centre even though you have e-mailed those invoices
 - A PDF file that was created directly from a system meets the definition of the original document and is allowed (including saving documents from Excel to PDF, Word to PDF etc.)
 - An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
 - The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
 - If there is Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.

- j. All queries and follow-ups on invoice payments are made by contacting the FSS Contact Centre: Tel: 011 800 5060.

- 1.10.6 Payment is made within 30 days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Friday's only.
- 1.10.7 If CPA is applicable, the *Service Manager* and the *Contractor* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and *Service Manager* must confirm the escalation with the Financial Department before it may be implemented.
- 1.10.8 It is important that the value stated on the Invoice must be the same as the value stated on the order. If the Invoice value is different from the Order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment.

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

1.11 Contract change management

Contract change management

- Any item that affects the agreed prices or has the potential to do so must immediately be communicated to the *Service Manager* via an early warning and/or followed by a claim for compensation event with a quotation.
- After consideration, approval may be given by the *Service Manager* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Service Manager* performs an evaluation and approves justifiable costs only.

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

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

Records of Defined Cost to be kept by the Contractor

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

Management of work done by Task Order

- Task Orders are issued per scope of work at the beginning of every month prior to the start of the service.
- The Task Order includes the scope of work for the specific routine.
- A Task Order is the instruction to commence work.
- No work shall commence until a Task Order is issued and has been finalised, accepted and signed by both the Employer and Contractor.
- All work will be issued on a Task Order system. The Work Order and Purchase Order will be created via the SAP PM system.
- Task Orders are issued for all activities. Assessment of work will be conducted after work complete. Proof for assessments to be supplied to the Service Manager

The Contractor submits proposals to the Employer for acceptance on how he will employ and train work force in the following positions:

- i. SHEQ Representative
- ii. SANAS Awareness to core crew. Minimum of approximately 70 percent of the current staff to be retained so that we dont lose 17025 accreditation.
- iii. Five-ton fork lift driving permit and 10 tons overhead crane permit- Minimum of 2 persons to b e trained for back up

1.6 Constraints on how the Contractor Provides the Works

- i. Safety regulations must be adhered to and a permit to work will be required for more intrusive work, unless the Contractor possessed special equipment to perform cleaning activities that is approved by Employer for such utilisation.
- ii. The Contractor is further expected to liaise on a daily basis with the operating Supervisor to plan his work so as to optimize the availability of the plant.
- iii. The Contractor shall issue new respirator masks to his employees when it is no longer effective.
- iv. All PPE and masks must be SABS approved.
- v. Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

1.6 Constraints on how the Contractor Provides the Works

- i. Safety regulations must be adhered to and a permit to work will be required for more intrusive work, unless the Contractor possessed special equipment to perform cleaning activities that is approved by Employer for such utilisation.
- ii. The Contractor is further expected to liaise on a Daily basis with the operating Supervisor to plan his work so as to optimize the availability of the plant.
- iii. The Contractor shall issue new respirator masks to his employees when it is no longer effective.
- iv. All PPE and masks must be SABS approved.
- v. Only allowable deductions are allowed, e.g. deductions for the provision of PPE from employees' pay will not be allowed.

1.13 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

1.14 Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the *service* or at the end of the *service period*.

- Operating Re training courses provided by the Employer
- Water and Sanitation courses provided by DWS
- Laboratory accreditation courses provided by SANAS
- SHEQ Awareness training
- Forklift and crane operation for utility man
- On job training for laboratory instrumentation until declared competent for existing instruments and future instruments replacement

1.15 Design and supply of Equipment - N/A

1.16 Things provided at the end of the *service period* for the *Employer's* use N/A

1.16.1 Equipment

The *Employer* may wish to use some of the Equipment used by the *Contractor* after the end of the *service period*. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state 'None'.

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

1.17 Management of work done by Task Order ??????

Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme.

Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

2 Health and safety, the environment and quality assurance

2.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *service* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

Health and safety, the environment and quality assurance

Health and safety risk management

The Contractor complies with all relevant Eskom health and safety policies and procedures, with emphasis on the health and safety requirements contained in the Kendal Safety, Health & Environmental Specification (RA/RM/STD/01).

The Contractor performs all work according to OHSAS 18001.

The Contractor complies with the following:

- Eskom SHEQ Policy, 32-727
- SHE Requirements for Eskom Commercial Process, 32-726
- OHS Act 85 of 1993.
- The Contractor's Safety Plan must be prepared and submitted to the Employer's Safety Risk Officer for auditing and approval as per the accepted programme and before any work can commence.
- The Contractor's Safety Officer liaises directly with the Employer's Safety Risk Officers regarding the Safety Plan and it is the Contractor's responsibility to arrange the appointments with the Kendal Safety Risk Officers.
- The Safety Plan (one or more files) is the Employer's requirement and remains the Employer's property and is always available on site for inspection and handed over to the Employer upon completion.
- The Contractor's Safety Plan is kept up to date and audited on a monthly basis for the duration of the contract.
- Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be valid at all times and submitted to the Service Manager when renewed. These documents are to be submitted to the Eskom vendor database by the Contractor, before they expire.

The Contractor provides a monthly safety statistic report (worked man-hours) to the Service Manager on the first working day of each month for the previous month's statistics for the duration of the contract. This indicates the Contractor's actual man-hours worked on Site

All Contractors' staff undergoes Safety Induction, presented by Kendal Power Station Risk Management Department. The Contractor is responsible for the provision of adequate and correct personal protective equipment (PPE) for the Contractor's staff during the entire works. In addition to standard PPE such as safety boots, hard-hat, overalls, hearing protectors, safety glasses etc., the Contractor ensures that adequate PPE is worn for protection against chemicals while performing the service.

The Contractor ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.

The Contractor ensures cleaning of work areas and disposal of any waste materials generated is done continuously during the entire works.

Kendal Power Station is a national key point and therefore industrial action/strikes are not permitted. Strikes are to be managed by the Contractor at his/her own cost. The Contractor takes all necessary measures to prevent such action during the period of the contract.

The Contractor has a dedicated Safety Officer on Site at all times when work is performed.
Eskom Life Saving Rules

The Contractor Complies to the Eskom Life Saving rules as per the Eskom Life Saving Rules Directive, 240-62196227

The Employer takes a "ZERO TOLERANCE" approach towards safety. The violation of any safety rule while performing work for or on behalf of the Employer may result in the Employer terminating the Contractor's obligation to perform work in terms of the contract with the Employer.

Reporting of Incidents

The Employer follows an incident prevention policy; refer to 32-95, Environmental, Occupational Health and Safety Incident Management Procedure, which includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The Contractor is expected to co-operate fully to achieve this objective. The Service Manager or Supervisor must be informed immediately of any incident before the end of the shift.

NOTE: The reporting of the incident to the Service Manager does not relieve the Contractor of his legal obligation to report 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.

Work Stoppages

The Employer takes safety seriously and therefore, lessons learned from other safety lost time incidents (LTI), if and when they take place, are shared with all contractors and employees on Site. These stoppages are compulsory and the Contractor cannot be allowed to claim additional compensation for these stoppages. If the Contractor experiences an LTI, the Contractor is expected to prepare a presentation and present it at a work stoppage that is arranged by the Employer within three working days. The presentation template is provided by the Employer.

Vehicle and driver safety

All drivers, passengers and pedestrians must obey the 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. With effect from 31 May 2006, no Eskom employee or Contractor is allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Contractor employees.

Vehicle Standard minimum specification

Contractor vehicles are to comply with the requirements specified in the Eskom Vehicle Safety Specification 32-345.

Working at Heights

The Contractor complies with Eskom Working at Heights procedure, 32-418.

Lifting and Rigging

The Contractor complies with Kendal Power Station Lifting and Rigging approved procedure to be provided by the Service Manager.

2.2 Environmental constraints and management

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

Environmental constraints and management

Kendal Power Station is ISO 14001 2004 certified. The Contractor is required to ensure that all works are carried out as per the ISO 14001 standard and must comply with all policies and procedures including the following procedures:

Kendal Waste Management Procedure, 10241022 55-PC-010

Safety, Health & Environmental Specification for Contractor's, *1015696

Emergency Preparedness and Response, 39-29

Eskom Smoking Policy, 32-1126.

Oil spill management procedure 10241022 55-PC-010

Environmental Legal Register (List of Environmental Legislation applicable to Kendal)

The Contractor will be responsible for complying to any new environmental requirements, relevant to the Works Information, that may come into effect as part of Kendal Power Station's EMS for the duration of this contract.

If there is uncertainty around any environmental issues, the Environmental Department at Kendal Power Station may be contacted.

All work complies with the relevant environmental regulations. In this case the Contractor uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the Contractor in accordance with the applicable law.

2.3 Quality assurance requirements

Quality assurance requirements

The Contractor performs all work according to ISO 9001. The Contractor complies with the Eskom's quality requirements, 240-10565800 (previously QM-58), Supplier Contract Quality Requirement's Specification and all relevant quality requirements including those listed in section 6, Plant and Materials standards and workmanship

The Contractor ensures that a coordinated and formally documented management system is in place for the assurance of quality as specified in ISO 9001, Quality Management Systems Requirements.

Quality Requirements

The Supplier shall comply with the Eskom's QM 58 (240-105658000) Supplier Quality Management Specification

Quality requirements include visual inspection by the Employer, who will be entitled to witness progress of work at any time. The Employer shall also have the right to stop work and re-instruct the Contractor, who will comply with the requests.

The Employer may, by arrangement, inspect completed work. If, in opinion of the Employer, the work does not comply with the quality requirements expected from the Contractor, the Employer shall instruct the Contractor to rectify the faults. The Contractor will comply with the instructions.

QCP's, Safe Work Procedures and Job Observations

Quality control charts with action plans and job observations shall be produced at the request of the Employer. Check sheets must be signed and approved by Employer Supervisor.

3 Procurement

3.3 Minimum requirements of people employed

SKILL	RELATED EXPERIENCE & QUALIFICATIONS
Team Leader/Senior Technicians T12	Minimum of two-year related experience in laboratory environment Grade 12 plus National Diploma in Chemistry, Water Care or Chemical Engineering as the minimum Bsc in Chemistry or Bsc in Chemical Engineering
Technician T11	Minimum of one-year related experience in laboratory environment Grade 12 plus National Diploma in Chemistry, Water Care or Chemical Engineering as the minimum Bsc in Chemistry or Bsc in Chemical Engineering
Sampler	One-year related experience Grade 12 Certificate with English passed Valid driver's licence, Five-ton permit for forklift and ten-ton permit for the Crane
Administration clerk	Two years related experience Grade 12 Certificate and Administration qualification and SAP Knowledge
Analyst	Two years related experience Matric certificate/ Grade 12 with Maths and Science passed or Matric plus N3 with Maths and Science
Utility man/Sewage Plant Operator	Two Years relevant experience in water purification and waste water treatment. Grade 12 Certificate or NQF level 2 in Waste water treatment

Supervision

- 1.1.1.1 The *Employer* to provide Supervisor(s). Leave requests to be managed by the Contract Supervisor. Leave days allocation will be as per department of labour procedure.
- 1.1.1.2 On job Training if required will be provided by Eskom Kendal and is done according to a schedule, thus arrangements need to be made with the *Service Manager* well in advance.
- 1.1.1.3 Contractor to be Supervised at all times by Eskom Supervisor
- 1.1.1.4 Any other training by an external services provider, the contractor to make own arrangements.

1.1.2

Key Competencies and Experience

1.1.2.1 Skilled personell:Technicians

- a. Knowledge of coal and water basic analysis instrumentation
- b. Capability to read and interpret results
- c. Ability to read and understand scope of work or work instruction
- d. Maintain high cleaning standards at their work area despite pressing deadlines
- e. Is alert in a high-risk environment and follows procedures
- f. At least 2 years laboratory experience
- g. Power plant experience, preferably Eskom plant will be an advantage.
- h. Ability to communication
- i. Report writing

1.1.2.2 Semi-Skilled :Analyst and Samplers

- a. Ability to use/operate the required equipment/tools
- b. Maintain high standards despite pressing deadlines.
- c. Ability to read and write
- d. Ability to communicate

3.1 Plant and Materials

3.1.1 Specifications

- Shovels, brooms, feather dusters, wheel barrows, mops and hoses to be replaced as and when required

3.1.2 Correction of defects N/A

3.1.3 *Contractor's* procurement of Plant and Materials N/A

3.1.4 Tests and inspections before delivery N/A

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

- Sanitation facility
- Hand and floor wash soaps and rags. To be made available by drawing them from Employer's stores
- Work stations to be provided by the Employer

3.1.6 Cataloguing requirements by the *Contractor*

N/A

3.2 People

Minimum requirements of people employed

- Semi-skilled personnel are in possession of valid school senior certificate and skilled personnel should be in possession of the required qualification stated.
- The Contractor will provide trained personnel for the implementation of all work.
- The Contractor remunerates his employees at not less than the proclaimed statutory wage (Minimum Wages Act). Failure in this regard will result in non-performance and therefore immediate termination of the contract.
- In order to fully evaluate a tender, the Contractor is to submit an organogram, which is to include the relevant skills levels.
- Qualifications of all staff to be submitted to the Service Manager two weeks prior to commencement of work and approval of qualifications of staff to be granted within one week of receipt of qualifications.
- The Contractor submits requests to change any pre-approved staff together with proof of qualifications for approval prior to changing the staff.

NB : The contractor to retain 70% minimum of the current staff not to lose the 17025 accreditation

3.3. SDL&I

Section 1: Pre-qualification Criteria

Failure to meet Pre-qualification at tender stage will lead to disqualification

1.1 Minimum BBBEE status level of contributor?

If Yes, what is the BBBEE status and/or level required

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.2 Is there BBBEE category targeted for this enquiry?

If Yes, BBBEE category

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Tender Returnable if the above elements are requirements;

- Valid original or certified copy of sworn affidavit in the case of EME's must be submitted (affidavit must be completed fully), or
- Valid Copy B-BBEE Certificate issued by CIPC for EME's. OR
- Valid original or certified copy of the B-BBEE certificate / sworn affidavit in the case of QSE's must be submitted, or
- Valid original or certified copy of the B-BBEE certificate issued by SANAS Accredited Verification Agency for Generic Entities must be submitted, or
- For JV's only valid original or certified copy B-BBEE Certificate issued by a SANAS Accredited Verification Agency will be accepted and the certificate should be in the name of the JV.

1.3 Minimum subcontracting requirement for this?

If Yes, what is the minimum percentage?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Tender Returnable if the above element is a requirement;

- Letter of intent or any other requested document indicating commitment and the percentage required must be submitted as a tender returnable.
- Sub-contracting can only be concluded with 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 area or townships;
 - 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

Section 2: Mandatory Compliance for Contract Award

The following requirements are mandatory compliance for contract award and submissions can be clarified during evaluations or negotiated before contract is awarded

2.1 Local Content Designation

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please indicate below Designated Components:

Components	Components	Local Content Threshold
N/A	N/A	N/A

NOTE 1: If applicable (F1) SBD 6.2 Declaration Form and (F2) Annex C (Local Content Declaration-Summary Schedule) are a tender returnable and will be mandatory for contract award.

2.2 CIDB Skills Development

a) Is there CIDB compulsory training?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, what is the % of the Construction Skills Development Goal % (CSDG)

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
CSDG Percentage	N/A	
Description	N/A	

Mandatory Compliance for Contract Award continues.....

2.3 BBBEE Compliance

Is there minimum BBBEE level targeted?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Yes, what is the BBBEE status targeted for this transaction (contractor/s will be required to submit plans to achieve the target level if not met at contract award)

2.4 Subcontracting Requirements

Is there a requirement for subcontracting?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
15%	

If Yes, what is the targeted subcontracting percentage

Sub-contracting can only be concluded with the following categories of 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 area or townships;
- 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

Scope that may be subcontracted

- Labour Broker
- Site establishment & De Establishment
- Supply of PPE
- Accommodation
- Transportation

2.5 Enterprise Development

Are there specific ED requirements?

(This ED intervention can either be separate or additional to subcontracting requirements, but duplication should be avoided)

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Procurement 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

2.6 Skills Development

Are there Skills Development targets?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If Yes, the contractors are required to propose skills development against Eskom's targets:

Bursaries

Eskom's Target			
Category	Number	Entry Level	Output
N/A	N/A	N/A	N/A

Section 3: 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.

Section 4: 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.

Section 5: 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.
- 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.
- 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.

4 Working on the Affected Property

- a) 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.
- b) The *Contractor's* inspection personnel familiarise themselves with the content of the Works Information and the *Contractor* ensure consistency in interpretation and decision making.
- c) Any new foremen/supervisors appointed by the *Contractor* after the *starting date* or during the project are fully conversant with the details of the *Contractor's* methodology and communication process in use, prior to accessing the *working areas*.
- d) 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.
- e) *Employer* working hours: Monday to Thursday 07h15 to 16h30 and Fridays 07h15 to 12h15. the *Contractor* is not limited to work within these times unless restrictions and/or interfaces with other parties necessitate such.

The *Contractor* may work additional hours and over weekends by agreement with the *Service Manager*, more especially when the programme is behind schedule while ensuring that any overtime is managed according to legislation by the Department of Labour. Programmes submitted reflect the planned working hours.

- f) Abnormal working hours are pre-arranged with the *Service Manager*.
- g) Kendal emergency preparedness (e.g. evacuation, etc.) procedures are obtained from the Project Manager and adherence by the *Contractor* and his employees is mandatory.
- h) No recruiting of casual labour is done on the *Employer's* premises, including the area outside the Kendal Power Station Security gate
- i) The *Employer* will be notified at least a week before delivery to verify availability of access to Kendal site.

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

Gate permits access to be arranged for the *Contractor*.

PPE must be marked with the name of the company for easy identification

Induction every year is mandatory, the outage induction sticker must always be on the hard hat

Same applies during outages, permission to access or pass that unit to be obtained through the assistance of the *Employer*

4.2 People restrictions, hours of work, conduct and records

Hours of work

Kendal Power Station working times are:

Mondays to Thursday 07:00 – 16:30 and Friday 07:00 to 12h15

4.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

Health and safety facilities on the Affected Property

Minor first aid requirements are provided for by the Contractor. Should these prove to be inadequate, for example in the event of a major injury, the Employer's Medical Centre and facilities are available for use. Emergency services can be reached by dialing 9222 from any site phone. Alternatively, one of the following numbers can be dialed:

- a. Medical Centre 013 647 9391
- b. Fire and rescue 013 647 9324
- c. Electrical Operating Desk (EOD) 013 647 6796 (all hours).

The Employer is entitled however to recover the costs incurred in respect thereof from the Contractor/Subcontractor.

The Employer's Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.

Environmental controls, fauna & flora

The Contractor complies with the environmental requirements contained in the Service Information.

Cooperating with and obtaining acceptance of Others

Other Contractor's may be working in the same area as the work of this contract. In this regard, the Contractor co-ordinates his work with the Service Manager to maintain harmonious working conditions on Site.

During the progress of the works, the Contractor provides access to others who also execute work in the same area, on an "as and when required" basis.

The Contractor makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others, (this includes access difficulties experienced during construction or commissioning phase).

4.4 Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

Environmental controls, fauna & flora

4.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

The Contractor complies with the environmental requirements contained in the Service Information.
Cooperating with and obtaining acceptance of Others

Other Contractor's may be working in the same area as the work of this contract. In this regard, the Contractor co-ordinates his work with the Service Manager to maintain harmonious working conditions on Site.

4.6 Records of *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

Equipment Register List must be compiled and signed off by the Service Manager upon verification. Copy to be kept and signed by both parties including

4.7 Equipment provided by the *Employer*

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

Overhead cranes and forklift

4.8 Site services and facilities

4.8.1 Provided by the *Employer*

This is a mandatory cross reference from clause 25.2 in TSC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Service. The Employer to provide work stations, tools and working instruction for the service provider. Water, electricity and bathroom facility to be provided by the Employer

Space to erect the two park homes to be provided however the contractor to pay for electricity installations or tap off to park homes

4.8.2 Provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the *Service Manager* and any restrictions or minimum requirements concerning the *Contractor's* own facilities. Also state what happens to these facilities upon completion of the contract.

People, Home to work Transport, Training, Consumables, Office furniture, dining furniture, appliances (Fridge, kettle, microwave) and Park homes to serve as office parks/structure. This is applicable for laboratory and sewage plants staff.

4.9 Control of noise, dust, water and waste

State requirements, if any.

Ear plugs and dust mask to be provided by service provider as part of PPE, Clean water supply and water disposal will be provided as part of the establishment when installing kitchen basin

4.10 Hook ups to existing works

State any constraints

Employees will be working on platforms. Not applicable

4.11 Tests and inspections

4.11.1 Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

The COC for the electrical installation and park home structural Engineer certificates will be required

The microwave to be tested once a year for possible leaks

Sewage plant operators to be registered within 3 months of the contract award with DWS

4.11.2 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

Employees to be vaccinated for protections of diseases that might result to sewage plant analyses once a year for water samplers, water technicians and sewage plant operators

5 List of drawings N/A

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
Not applicable		

Kendal Power Station Specific Constraints
Rev 11 August 2018
Index

1. The Contracting Party notes and complies with the following
2. Security Arrangements
3. Health and Safety
 - 3.1 Plant Safety Regulations
 - 3.2 Fire Precautions
 - 3.3 Reporting of accidents
 - 3.4 Speed limit
 - 3.5 Health and Safety Arrangements and requirements for the Health & Safety File
 - 3.6 Vehicle and driver safety
 - 3.7 Eskom Life Saving Rules
 - 3.8 Thermal and Flash Suits – Personal Protective (if applicable)
 - 3.9 Generation Plant safety regulations 32-681 - Appointment of a Responsible Person, Appointed Person and/or an Authorised Supervisor - Rev 0 - May 2008
 - 3.10 Authorisation of contractors in term of ORHVS (Operating Regulations for High Voltage Systems) and PSR (Plant Safety Regulations)
 - 3.11 Barricading / Screens and Scaffolding
 - 3.12 Asbestos (If applicable)
4. Construction, Erection and Maintenance work on site
5. Use of Eskom Holdings SOC Limited's Tools and Equipment
6. Plant Identification Labels
7. Quality Requirements
8. Waste Disposal
9. Hazardous substances
10. Environmental requirements
11. Contracting Party terms and conditions of employment
12. Rigging, working at elevated places and with mobile equipment
13. Accommodation
14. Messing Facilities
15. Medical Facilities
16. Scrap Removal
17. Irregularities
18. Abuse of alcohol and/or intoxicating substances
19. Assessment and invoicing
20. Cost Price Adjustment (CPA) implementation
21. Invoice price versus order price
22. Labour

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	The <i>Employer</i>	The <i>Project Manager</i>	The <i>Contractor</i>	
ECSC3 – The Engineering and Construction Short Contract	The <i>Employer</i>	The <i>Employer's Representative</i>		
TSC3 – The Term Service Contract	The <i>Employer</i>	The <i>Employer's Representative</i>		✓
TSSC3 – The Term Service Short Contract	The <i>Employer</i>	The <i>Employer's Representative</i>	The <i>Contractor</i>	
PSC3 – The Professional Services Contract	The <i>Employer</i>	The <i>Employer's Agent</i>	The <i>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	The <i>Purchaser</i>	The <i>End user</i>	The <i>Supplier</i>	
SC3 – The Supply Contract	The <i>Purchaser</i>	The <i>Purchaser's Representative</i>	The <i>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.

3. Health and Safety:

3.1. 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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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

3.9. 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.

3.9.1. 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

3.9.2. 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.

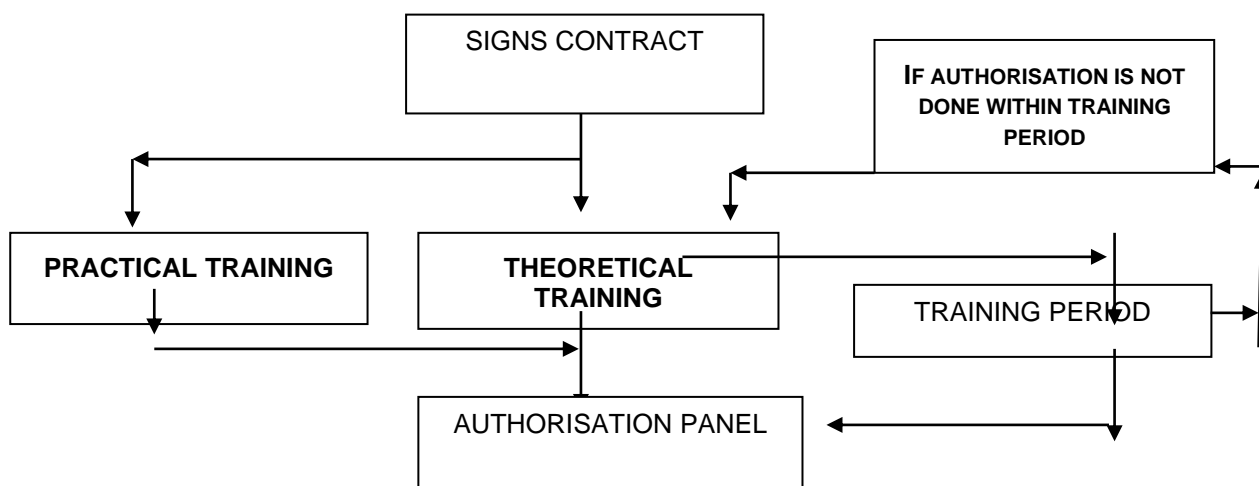
If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.

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.

3.9.3. Training process



3.9.3.1 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.

3.9.3.2 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.

3.9.3.3 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.

3.10. 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.

3.11. 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.

3.12. 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.

4. Construction/ Erection/ Maintenance work on site:

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

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

- a) For the purpose of expediting the work, Eskom Holdings SOC Limited may make facilities and services available to the Contracting Party at no cost to the Contracting Party. The Contracting Party will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) Eskom Holdings SOC Limited may allow the Contracting Party, for the execution of the work, the reasonable use of its workshop, cranes, tools and equipment, provided that the Eskom Holdings SOC Limited's own work and business are not interfered with in any manner by such use. The Contracting Party shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages as a result of any act of negligence by the Contracting Party, his employees or sub-contractor while using such workshop, cranes, tools and equipment.

- c) The Contracting Party is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by Eskom Holdings Limited which are damaged and/or lost whilst in the Contracting Party's custody and control.
- d) The Contracting Party ensures that any one of his employees or subcontractor, operating hoist equipment belonging to Eskom Holdings SOC Limited, is authorised by the Contracting Party.

6. Plant Identification Labels:

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

7. Quality Requirements:

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

8. Waste Disposal:

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

9. Hazardous substances:

If any products used by the Contracting Party are classified as a hazardous substance, Material safety data sheet, must accompany delivery in accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and Hazardous chemical substance regulations.
If any hazard is identified by the Contracting Party, he immediately informs the contract person representing Eskom Holdings SOC Limited.

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

10. Environmental Requirements:

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

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

11. Contracting Party terms and conditions of employment:

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

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

The Contracting Party ensures that:

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

13. Accommodation:

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

14. Messing Facilities:

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

15. Medical Facilities:

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

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

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

16. Scrap Removal:

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

17. Irregularities:

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

1. You may direct any concerns or process related queries, in writing, to the Kendal Power Station Manager.
2. Kindly include the following information with your concerns:
 - 2.1: Enquiry or Purchase orders number (if available).
 - 2.2: Date of enquiry or purchase order.

- 2.3: Name of person or buyer.
3. Contact details of the Kendal Power Station Manager is as follows:
Kendal Power Station
The General Manager Acting
Mr Solly Ngcashi
Private Bag X7272
Witbank
1035 Mpumalanga
Fax: 013 647 9115
4. Alternatively, to disclose any concerns or process related queries you may contact:
Eskom's Corporate Investigations and Security
Phone toll free: 0800 11 27 22
Speak to a person: (011) 800 4444
Via the Internet: ciands@eskom.co.za

All information will be handled and dealt with extreme confidentiality.

18. Abuse of alcohol and/or intoxicating substances:

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

19. Assessment and Invoicing:

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

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

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

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

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

Contract number and/or Order number

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

An individual serial number (tax invoice number)

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

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

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

Date of issue of Tax Invoice

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

Quantity or volume of goods or services supplied *

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

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

Address where service was rendered
Value and VAT amount
Task Order number
Discounts

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

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

Address where invoices are to be forwarded

invoiceseskomlocal@eskom.co.za

20. Cost Price Adjustment (CPA) implementation

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

21. Invoice price versus order price:

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

22. Labour:

All labour laws must be adhered to.