

GENERAL WORKS INFORMATION

INDEX

1. The *Contractor* to note and comply 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:
 - 3.6 Vehicle and driver safety
 - 3.7 Eskom Life Saving Rules:
 - 3.8 Thermal and Flash Suits – Personal Protective Equipment
 - 3.9 Plant safety regulations - 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:
4. Construction, Erection and Maintenance work on site:
5. Use of the *Employer's* Tools and Equipment:
6. Plant Identification Labels:
7. Quality Requirements:
8. Waste Disposal:
9. Hazardous substances
10. Environmental Requirements:
11. *Contractor* 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 implementation (CPA)
21. Invoice price versus order price
22. Labour

GENERAL WORKS INFORMATION

ECC / NEC3	=	<i>Project Manger</i>
ECSC & General Services	=	<i>Employer's Representative</i>
PSC	=	<i>Employer's Agent</i>

1. The *Contractor* to note and comply with the following:

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without canceling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- c) The main *Contractor* is accountable for the management of their sub-contractors and suppliers and to ensure that the applicable legal and Eskom requirements (applicable during contract execution) are complied with by the sub-contractors and suppliers (all tiers). If there are non-conformances / non-compliance to applicable legal and Eskom requirements identified, then the Main Service Provider/Principle contractor will be penalised.
- d) The *Contractor* shall operate under the direction and instructions of the Power Station Manager or such person/people as may be appointed by him if not in conflict with the Occupational Health and Safety Act and the Generation Plant and Safety Regulations.
- e) The *Contractor* shall maintain a high standard of workmanship expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
- f) The *Contractor* shall provide all overalls (when needed) for his staff with clearly identifying motifs (Contractors Brand and name). The Contractor must provide the necessary supervision to ensure that activities are conducted safely.
- g) The Contractor must provide PPE for his staff.

2. Security Arrangements:

- a) The *Contractor* applies for a photo permit (if on site for longer than one (1) year).
- b) All *Contractor's* personnel will be issued with a temporary access permit if on site for less than two- (2) months which will contain 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 *Contractor* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. This list must be delivered to Protective Services, or can be faxed to (017) 799-3159. The list, identified with the *Contractor's* name, is to contain the following information:
 - Employee name
 - Employee ID Number
 - *Employer's Representative* signature
 - Copy of the first page of the ID book of every employee of the *Contractor*
- d) The *Contractor* personnel will be required to be in possession of their *Contractor's* permit at all times.
- e) All Contractors' permits must be submitted to The Service Manager ~~Protective Services~~ when the relevant personnel leave the site after Completion of the *works*.
- f) Any lost permits will be paid for by the *Contractor* to Protective Services at a cost of R30,00 per lost permit.
- g) The *Contractor's* visitors and all personnel shall conform at all times, to the security arrangements in force at the time. Application forms for visitors must be completed by the

Contractor's Site Manager and approved by the *Employer's Representative* one- (1) day before the visit and submitted to the *Employer's* Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.

- h) The Chief of Protective Services may with valid cause remove any of the *Contractor's* personnel from the site, either temporarily or permanently. He may deny access to site to any person, whom, in the opinion of the Chief of Protective Services, constitutes a security risk.
- i) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with contract vehicle permit disks will be allowed on site. Contract Vehicle Permit Applications should be directed to the *Employer's Representative*. All vehicles used on site to be road worthy as per SA traffic law and fitted with safety belts for driver and passengers.
- j) The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other area, and must ensure that his employees abide by these regulations.
- k) Parking inside the Power Station building is strictly forbidden, except for loading purposes.
- l) No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Power Station security gate.

3. Health and Safety:

3.1 Plant Safety Regulations:

- a) The *Contractor* requests Works Management to arrange the isolation of the plant from all sources of danger as described in the Plant Safety Regulations.
- b) The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations to the *Contractor*.
- c) The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Register prior to working on the plant.

3.2 Fire Precautions:

- a) Any tampering with the *Employer's* fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards must be kept free of obstruction and is not be used for work or storage at any time. Fire fighting equipment must remain accessible at all times.
- c) In case of fire, report the location and extent of the fire to Electrical Operating Desk at x3804.
- d) It is expected that the *Contractor* take the necessary action to safe guard the area in order to prevent injury and spreading of the fire.

3.3 Reporting of accidents:

The *Employer* follows an accident prevention policy which 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 incident. The *Contractor* is expected to co-operate fully to achieve this objective. The *Employer's Representative* must be informed immediately of any Category B or C incidents. Category A incidents and any damage to property or equipment must be reported to the *Project Manager/ Employer's Representative/ Employer's Agent* within 24-hours.

NOTE: This report 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.

3.4 Speed limit:

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

3.5 Health and Safety Arrangements:

- a) The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with the *works*. A one- (1) hour course will be provided by the *Employer* and will be valid for the duration of one- (1) year.

- b) The *Contractor* shall comply with the guidelines set out in the Majuba Standard BIA/RM/STD/01 titled “**Safety, Health and Environmental specifications to be met by Contractors**”
- c) Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The *Employer's Representative* shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractor's* personnel fail to conform to safety standards or contravene health and safety regulations. The *Employer's Representative* is entitled to instruct the *Contractor* to discipline his employees and to enforce disciplinary action, and submit a report to the *Employer's Representative*. The *Contractor* shall implement additional health and safety precautions where necessary.
- e) The following Health & Safety requirements should be complied with:
 - i) The *Contractor* must supply a Certificate of Competency of his/her employees to work under the following conditions:
 - Confined Spaces
 - Heights
 - Heat stresses
 - Cold stresses
 - ii) The *Contractor* to provide the *Employer* with proof of free issue of adequate Personal Protective Equipment (P.P.E.) to be used by his/her employees (preferably SABS approved).
 - iii) All the *Contractor's* employees to receive a formal Safety Induction Training from Safety Risk Management before commencement of any work on site.
 - vii) Noisy equipment and tools - no equipment or tools > 105dB (A) may be supplied/utilised by the supplier.
 - viii) Sub-contractors - the principal contractor must state if a sub-contractor is going to be used and who the sub-contractor/s are. Proof must be given to Eskom that the sub-contractor/s has/ve the necessary competence and resources to carry out the work safely and to ensure that due care of the environment will be exercised.
 - ix) Medical examination processes must be complied with.

3.6 Vehicle and driver safety

All drivers, passengers and pedestrians must obey 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.

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

Transportation of passengers: open LDV's:

With effect from 31 May 2006 no *Eskom employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- Ensure that no employee, including contractor employees or any other person, when on an Eskom site and/or performing work for Eskom, is allowed to be transported in the back of open vehicles.
- There will be cases where this may not be reasonable or practicable, namely where vehicles are used during line inspections on sites or on private roads, or similar cases, and in these cases such vehicles must be driven at less than 30km per hour or at a speed suitable to the prevalent conditions. In such cases, the carrying of passengers in the back of such open vehicles could be explicitly allowed, after:
 - a risk assessment has been carried out, indicating a very low risk;
 - mitigating factors have been identified to control any risk identified;

- proper seating and handrails have been provided on the back of the open vehicle:
- these measures have been discussed at the relevant Health and Safety Committee Meeting and approved by the *Employer*.
- is defined and contained in a formal written division's or BU's policy, including the appropriate mitigating factors;
- such a policy has been communicated to all employees and contractors.

The above risk assessment findings/outcomes must be available at all times for audit purposes.

- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- The above must apply to on site and off site transportation of passengers.

No person may be transported in the back of vehicles closed by means of canopies, unless provided with factory-fitted or manufactured-approved, proper seating and safety belts, i.e. crew cabs.

The driver must ensure that no employees are transported in the back of open vehicles unless it is allowed in terms of a divisional or BU-specific policy as referred to in paragraph f). This also applies to contractor and contractor employees when performing work for Eskom.

The driver must ensure that all canopies are being properly fitted and secured and that all loose tools and objects in vehicles are properly secured.

The driver must ensure that their passengers are seated and wear seatbelts at all times.

3.7 Eskom Life Saving Rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

- **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 and alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitations exists, no person shall work without the required permit to work.

3.8 THERMAL AND FLASH SUITS – PERSONAL PROTECTIVE EQUIPMENT

The following Health & Safety requirements should be 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:

The Majuba Site Procedure is required to be Quoted.

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 REV 0 - MAY 2008

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

It is required that all Contractors must appoint a Responsible Person or an Authorised Supervisor to supervise work done by the Contractor. **(CASE BY CASE)**

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

3.9.1 PROCESS TO APPOINT A RESPONSIBLE PERSON, APPOINTED PERSON AND/OR AUTHORISED SUPERVISOR

Where applicable, the Contractor will identify a person who will represent him as a RESPONSIBLE PERSON, APPOINTED PERSON and/or an AUTHORISED SUPERVISOR. The Contractor may send more than one person for training.

The appointed person/s will be trained by Eskom. There are two FORMAL sets of training, i.e. THEORETICAL TRAINING and PRACTICAL TRAINING

3.9.2 TRAINING

i) PRACTICAL TRAINING

The Contractor will send a representative for training to become a RESPONSIBLE PERSON, an APPOINTED PERSON and/or an AUTHORIZED SUPERVISOR to be instructed in the PRACTICAL aspects of the plant, Isolations, Plant Identification, Plant systems etc.

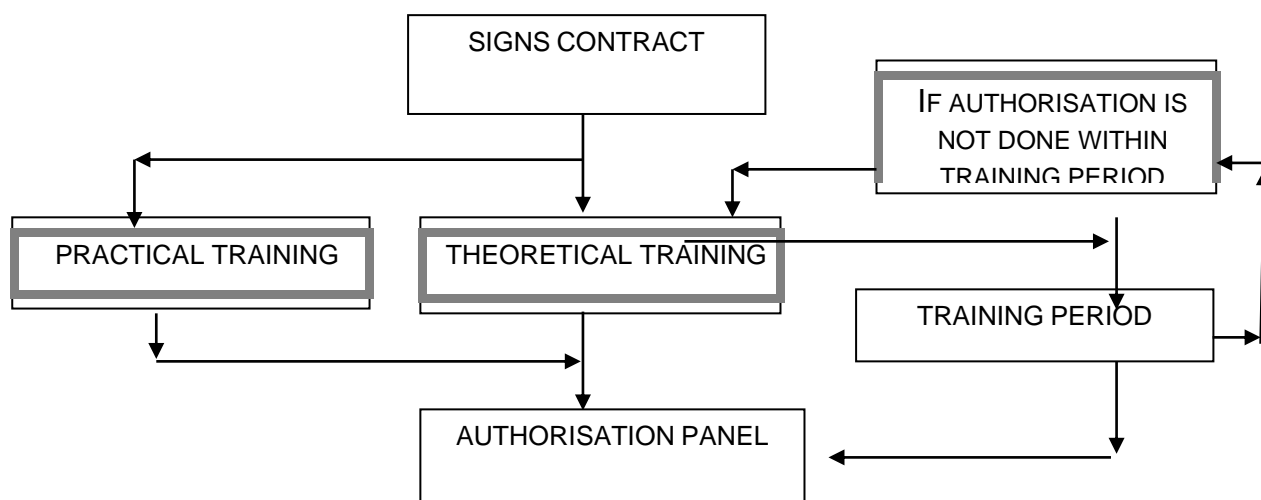
ii) THEORETICAL TRAINING

During his practical training period, the representative of the contractor must attend a theoretical course of 10 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 a maximum of 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 the Majuba Training Manager. For training arrangements, contact 017 799 3559.

3.9.3 TRAINING PROCESS



3.9.3.1 COSTS RELATED TO TRAINING

The Contractor 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 Majuba Power Station.

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

3.9.3.3 CONTACT PERSON - MAJUBA POWER STATION

The custodian at Majuba Power Station for the above training and accreditation can be contacted at Tel +27 17 799 3559.

No work will be done at Majuba Power Station by the Contractor if he has not appointed an accredited responsible person for Majuba Power Station.

3.10 Authorisation of contractors in term of ORHVS Operating Regulations for High Voltage Systems and PSR Plant Safety Regulations:

Eskom 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'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.

The following are minimum requirements to ensure that reasonable steps are taken.

1. The works information will state 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 Contractors 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 dealt with 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 competency in terms of the relevant requirements.
3. Once a contract is awarded the Eskom 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 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 contractor's personnel 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 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 as per ESKADAAU4.
- 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 and the Contractor, Eskom 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's live apparatus they shall be supervised to the extent of what would be considered reasonable.

3.11 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install barricades and warning devices to ensure that equipment and people are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding if not stated differently in the *Works Information*. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Project Manager/ Employer's Representative/ Employer's Agent* should be notified of any adjustments.)

3.12 Asbestos:

- a) All stripping of asbestos material shall be undertaken strictly in accordance with the *Employer's Procedure OVP76 HSPHRN 00 00 5* 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 *Project Manager/Employer's Representative* shall advise the *Contractor* whether areas that are to be stripped of lagging have been identified as containing asbestos. If the *Contractor* is not sure whether lagging contains asbestos, he is to notify Risk Management who will identify whether the lagging contains asbestos.
- c) The *Contractor* shall be obliged to ascertain from the *Employer's Representative* in advance whether areas required to be stripped are non-asbestos. Only the *Contractor* appointed to remove asbestos, shall strip any lagging material containing asbestos fibers.
- 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 and Maintenance work on site:

- a) The *Contractor* will be responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- b) The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until Completion of the whole of the *works*.
- c) The *Contractor* will be responsible for all cranes and equipment required to complete the work.
- d) The *Contractor* will be responsible to check and verify correctness of civil work installed by others prior to commencement of installation/erection.
- e) The *Contractor* will be responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by the *Employer*, which are damaged and/or lost while in the *Contractor's* custody and control.

5. Use of the *Employer's* Tools and Equipment:

- a) For the purpose of expediting the *works*, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) The *Employer* may allow the *Contractor*, for the execution of the *works*, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* 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 by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or sub-contractor while using such workshop, cranes, tools and equipment.
- c) The Borrowing of Tools and Equipment from other contractors is Discouraged. The contractor is responsible for ensuring that they have sufficient tools and equipment required to execute the Scope.
- d) The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.
- e) The *Contractor* must ensure that any one of his employees or Sub-contractor, operating hoist equipment belonging to the *Employer*, is trained and authorised as per the appropriate Regulation and ACT (Occupation Health and Safety Act). ~~by the Contractor.~~

6. Plant Identification Labels:

The *Contractor* is responsible to replace or repair all plant identification labels that are removed or damaged during the execution of the *works*.

7. Quality Requirements:

- a) Proof of the *Contractor's* personnel competency in terms of Reg 18 (5 and 6) of the OHS Act is required by the *Employer*.
- b) The *Contractor* will comply with the *Employer's* Quality Requirements as specified in Standard **BIA/QA/STD/01** as set out below:

7.b.1 Requirements

1.1 Quality Management System

- 1.1.1 The Contractor Establish and implements a Quality Management System.
- 1.1.2 The Employer specifies the Quality Management Code.
- 1.1.3 Contractor ensures appropriate Quality requirements are placed on his Sub-contractors
- 1.1.4 Notifies the Employer of any proposed changes to the Quality Management System.

1.2 Documents to be submitted with the tender.

- 1.3 Signed Enquiry / Contract / Order Quality Requirements forms
- 1.4 A CV of the contractors Quality Representative
- 1.5 ISO 9001 Registration Certification of Compliance

7.b.2 Documents to be submitted after the Contract Award Date

The following documents to be submitted within two weeks after the contract award date and prior to commencement of work.

- a) One copy of the Quality Policy Manual.
- b) One copy of the Quality System Procedures.
- c) One controlled copy of the Contract Quality Plan
- d) One copy of a Quality Control Plan required for the commencement of work.
- e) One copy of the proposed Quality Dossier and / or Data Book index.
- f) CV's of Quality Assurance and Quality Control personnel to be appointed for the Works.

7.b.3 Documents to be submitted during the term of the contract.

- (a) Defect notification's raised by the Contractor.
- (b) One un-priced copy of all purchase orders and sub-orders, marked on the front page with the project name and contract/order number. (As agreed with by the Project Manager)
- (c) All applicable NEC forms used by Majuba Power Station.
- (d) Quality Dossiers, Data books and other applicable records.

7.b.4 Contract Quality Plan

The contractor prepares a Contract Quality Plan, for acceptance by the Agency. Any changes to the accepted Document shall be submitted as a proposed revision for acceptance.

The Contractor prepares an index of Quality Control Plans as per scope of work. The Quality Control Plans to be submitted to the Project Manager, who will in consultation with Engineering-, Quality Department and Authority review, insert intervention Points and approve. Work may not commence until the plans are approved. Any Quality Control Plan that's been revised due to change of operation to be re-submitted for approval by all parties.

7.b.5 Access to the Contractor's and Sub-contractor's premises and facilities

Eskom Majuba Power Station, Eskom's Authority/Agency and the Regulating body shall be afforded access to Contractor's and Sub-Contractors premises and facilities within reasonable time.

When downloaded from Majweb or EDMS database, this document is uncontrolled and only valid for one day; the responsibility rests with you as a user next time when using the document to ensure it is in line with the current version

7.b.6 Inspection Authority (OHSA equipment only)

The Inspection Authority approves all activities and performs these duties in accordance with the provisions of the Occupational Health and Safety Act 85 of 1993, Construction Regulations 2003, and the Works Information, and is responsible for issuing the Final Certificate of Inspection and Test. The Contractor is to submit all information and documents as per Works Information to the Inspection Authority. The Plant will not return to service until all information and documents are authorised by all relevant parties.

The quality monitoring of Boilers, Pressure Vessels, Ancillary material and High Pressure Temperature Pipe Work, ensures that the contractor conforms to the Works Information. Quality activities may include, but are not limited to the following;

- (a) Witness of inspections and tests, and verifications
- (b) Monitoring of the Contractor's quality function
- (c) Sampling checks against the Contractor's records
- (d) Record verification

The contractor submits a Data Book which contains all the information to prepare the final certificate of inspection and test by the Authority. The Data Book contents to conform to the applicable code of construction.

7.b.7 Inspection and Testing

Notification The Contractor to give 48 hours notification of the need for an inspection by relevant parties.

Contractor's inspection All Contractors are to inspect and accept all work prior to submitting a request for inspection.

Release of Plant and Material The Supervisor or Authority is to issue a release form if the work is accepted. One copy of the release form is to be shipped with the manufactured/Refurbished plant and material for the works.

Release of Site Work No items, plant or material will be installed or placed into service unless it has been released by the supervisor or Authority and a release form issued.

- c) All quality control documentation must be submitted to the *Project Manager/ Employer's Representative/ Employer's Agent* within 15 days after contract award, but prior to the *possession date*.
- d) Quality requirements for Engineering and Construction Works GGS 0462 must be adhered to. This document is available from the *Employer's Representative* on request.
- e) The *Contractor* will comply with the Quality Requirements for the Procurement of Assets, Goods and Services as specified in Standard ESKASAAU7.

8. Waste disposal:

All waste introduced to and/or produced on the *employer's* premises by the *contractor* for this contract, must be handled in accordance with the Majuba power station waste management work instruction ENV/GEN/WI/12 and the national environmental management: waste act as amended, including its regulations.

9. Hazardous substances

If product is classified as a hazardous substance, safety brochures and an msds where applicable must accompany delivery. In accordance with the occupational health and safety act (OHSA), act 85 of 1993 section 10 and 11. If any hazard is identified by the contractor, he must immediately inform the *employer*.

10. Environmental requirements:

The *contractor* will be required to ensure that all works/products/services are carried out as per the majuba iso 14001 environmental management system, Eskom's environmental Majuba power station environmental management requirements for contractors and suppliers specification (ENV/GEN/SPC/01) and the national environmental management act, its subordinate acts and all related regulations.

The following environmental requirements are complied with at all times:

1. Zero liquid effluent discharge.
2. No chemicals will be dumped into the station drains or on the premises.
3. No oil or waste will be dumped in an unauthorised area or unlicensed waste site.
4. Asbestos will be handled and stored according to act 15 of 1973 (hazardous substances act).
5. No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances act no 15 of 1973. No effluent shall be discharged into the public streams.

11. Contractor terms and conditions of employment

- The terms and conditions of employment of contractors must be made available to the *Employer* before any work may commence.
- The *contractor* shall comply with all local and statutory labour laws (LRA, BCEA UIF etc) and agreements and shall promptly attend to any labour grievances that may arise. The *Contractor* shall not remunerate employees at 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.

- The contract does not create any renewal expectations on either party as referred to in section 186"B" of the Labour Relations Act

11.1 Police clearance

All Contractor personnel must have Police clearance. Certificates must be handed in to the Service Manager at least 2 weeks before commencement of work. 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 Majuba Power Station. The following website can be used to guide the process.

http://www.saps.gov.za/services/applying_clearance_certificate.php

11.2 Supplier Development and Localisation Requirements

The Contractor recruits 100% of all new recruits of general labour from Dr Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request

In an event that new recruits are not from the defined Dr Pixley Ka Seme municipality, the contractor needs to provide proof that the local municipality could not provide such individual.

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

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.

11.3 Transporting of Staff

The Contractor must use transportation sourced from the Dr Pixley Ka Seme local taxi association.

The Contractor remains responsible for ensuring that the require personnel are on site at the required times. The Contractor is required to submit a risk mitigation plan outlying Mitigating Steps that will be taken in the event of Strike actions that could interfere with the contractor Providing the Service as per the scope.

11.4 SMMEs

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

11.5 People - Minimum requirements of people employed

- All Artisans are qualified and in possession of a valid trade test certificate.
- Semi-skilled personnel are in possession of valid school senior certificate.
- All project managers, site managers and project leaders must have undergone training in contracts management (e.g. NEC3), any technical discipline (e.g. construction, civil, mechanical, electrical, C&I), managerial course (e.g. project management, etc.) from reputable institutions.
- All Supervisors are qualified and in possession of a National Diploma in a technical discipline (e.g. civil, mechanical, electrical, C&I), and must have undergone supervisory training from a reputable institution.
- 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.

According to the SKILLS DEVELOPMENT ACT 97 OF 1998, the following definition for Artisans and trades are emphasised:

Artisan means a person that has been certified as competent to perform a listed trade in accordance with this Act. (Definition of "artisan" inserted by section 1(a) of Act 37 of 2008)
trade means an occupation for which an artisan qualification is required in terms of section 26B. (section 1(i) of Act 37 of 2008)

Section 26C section 2 (a) states the following – "No person, whether employed or self-employed, may hold themselves out to be qualified as an artisan in a listed trade unless that person is registered as an artisan in terms of subsection (1)"

With reference to the Act, all personnel are adequately qualified for the task to be performed. 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.

Supervision

The Contractor provides Authorised Supervisor(s) in terms of the Plant Safety Regulations. The contractor trains sufficient staff to cover for leave periods as well as night shifts, if required. Training will be provided by Eskom Majuba and is done according to a schedule, thus arrangements need to be made with the Service Manager well in advance.

Contractor to have a Supervisor on site at all times when work is executed

12. Rigging, working at elevated places and with mobile equipment

- Ensure that all the necessary resources (people, materials and tools, etc) are available.
- All who are appointed in terms of the OHS Act must be trained and made aware of their legal liabilities (16(2)'s, GMR(2)'s, etc).
- All supervisors and drivers must be trained in the HIRA technique of risk assessment.
- Where applicable, special tools/auxiliary equipment such as tractors, trailers, cranes and any mobile equipment must be inspected and declared fit and roadworthy for the task at hand.
- Where applicable, All lifting Equipment will be tested as per the Lifting Machine regulation and be certified fit for use. The contractor Maintains records of Testing and inspection of all rigging equipment used and included the records as proof in the Contractor Safety file.
- Adequate Risk Assessments are to be conducted in advance to identify all the anticipated hazards associated with the task/activity. Special attention must be given to rigging, working at elevated places and with mobile equipment.
- Pre-job briefs to be conducted before commencement of the planned activities. The detail of the task and the details of the anticipated hazards must be explained and mitigation measures must be understood by all.
- During task execution regular job observations by the incumbent supervisor must take place, especially where high risks had been anticipated.
- For each task/activity the relevant Procedure/Works Instruction must be current and approved.

- Where Work is performed at an elevated place the Contractor Adheres to the at Heights Procedure 32-418
- The Contractor Develops a Working at Heights plan including the working at Heights rescue plan, maintains it as a current active document and include the latest revision as proof in the Contractor's Safety file.

13. Accommodation:

The *Employer* does not supply accommodation. The *Contractor* must provide accommodation for his employees and costs for this must be included in the contract prices.

14. Messing Facilities:

The *Employer* does not provide meals. However, the Contractor may make use of the Tuck shop on site.

15. Medical Facilities:

Minor First Aid requirements should be provided 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 will be available for use.

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

The *Employer's* Medical Services for after hours will only be available for major injuries and life threatening injuries.

16. Scrap Removal

Scrap bins will be provided at set points. These are for scrap metal only and not for cement or any other form of debris. Scrap metal and rubber are stored in two different locations – please take note.

17. Irregularities

In accordance with Eskom's Directive "ESKADABK9 - Protecting Disclosure of Crime and Irregularities in the Workplace", you are 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 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 contact person or buyer.
3. Contact details of the Power Station Manager are as follows:

Majuba Power Station
The Power Station Manager
Mr. S Ngcashi
Private Bag X9001
VOLKSRUST
2470 Mpumalanga
Fax: 017 799 3616

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 dealt with extreme confidentiality.

18. Abuse of alcohol and/or intoxicating substances

The *Employer* will test the *Contractors* employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. Please inform your employees that such behavior is in contravention of the Occupational Health and Safety Act and your contract with the *Employer*.

Should this behavior persist, you will leave the *Employer* with no other alternative but to review this contract.

Your co-operation in this regard is highly appreciated.

19. Assessment and Invoicing

To facilitate payment, the Contractor must ensure the following:

Invoices must be submitted using emails to invoiceseskomlocal@eskom.co.za

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- A PDF file that was created directly from a system meets the definition of 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."
- For Foreign invoices, suppliers will send their local invoice, commercial invoice and all relevant shipping documents to the relevant Forex Co ordinator also in PDF format
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues. Kindly remember that no CPA invoice will be paid without an Eskom approved CPA calculation sheet.
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the FSS contact center at FSS@eskom.co.za or 011 800 5060.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre: Tel: 011 800 5060

Payment will be made within agreed payment terms, after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made twice per week by Eskom, Wednesday and Friday.

20. Cost Price Adjustment implementation (CPA)

If CPA is applicable, the contract 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 Contract Manager must confirm the escalation with the Financial Department before it may be implemented.

Escalation will only be applied after a 12 month period.

21. Invoice price versus order price

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.

22. Labour

All labour laws must be adhered to.