

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The provision of the cleaning to Kendal Power Station Offices. The description of the services includes, cleaning of all offices, boardrooms, workshops, ablution block/toilets, change rooms, store rooms, kitchens, cleaning of machines, equipment's rooms and equipment's, dishes, passages, corridors, lifts, control rooms, gym area, floor and wall scrubbing, stairways, carports/parking areas, floor carpets and chairs, doors, handrails and staircases, around offices/buildings blocks, windows on all floors, stacker machines, smoke stackers, smoking areas, fuel filling station, emptying and cleaning dustbins, cleaning littering (i.e. Paper plastics, tins and everything littered on the ground and floors) and around the station , assist with resources to perform general work, supply of toilets papers, ordure neutralizer, hand towels, cleaning detergents, refuse bags, cleaning materials, equipment and machinery, and all resources needed to perform these tasks.

Description of the services Scope of work

- SSB Building (Ground and Level)
- All Units (1-6) top to bottom/all levels
- All Toilets and Ablution Blocks
- All workshops
- Power Electronics - sweeping paved/hard services, and transmission building
- Stores Building that is (Projects, Commercial, Works Management, Platter shop, Stores, OPMD, EMD, PPD and C&I etc.
- Every Offices at Auxiliary Services-station Cleaner.
- Horticulture Building (the whole building)
- The whole of Transport building including workshop
- Training Building, that is all training offices, Simulator building, lecture rooms and surrounding areas and all Park homes • ECAS building e g, Dining Hall 1 and 2, office and cooking areas
- ABB Building
- Kopanong hall including all toilets and the surrounding
- Washing all windows on all floors, making sure the equipment to be used reaches all the windows at all buildings
- Security Building / Protective Services
- Induction Centre
- Medical centre and Fire Station
- Coal Stock Yard (Reclaimed 1and 2, all Cabins, Coal stackers machine windows and portable toilets)
- Sandblasting Workshop (during outages & as and when required)
- Weighbridge offices including all toilets and cabin
- Removing all littering inside, outside and around the station (i.e. Papers, plastics, tins and everything littered on the ground)
- Chemical services building at the back of SSB
- Equipment's and Computer Rooms
- Rotek Offices
- Ash Dump building - cleaning of offices and boardrooms including toilets, kitchen, surrounding areas and all areas need cleaning.
- Sewage Plant – Cleaning of offices including kitchen, toilets, and surrounding
- General - Assisting with the removal of furniture from one office to another

Some of the above-mentioned areas need to be serviced 24 hours 7 days a week Some of the profile and condition areas will require high maintenance intensity necessary to uphold ablution block, showers must be always cleaned Some of the services are planned on site at short notice on as when required basis to cater for inconsistencies in circumstantial situation/ condition, request for resources, VIP Visits.

The contractor must make a provision to cater for all areas at his or her own cost, for example, when employees are not onsite/off sick the contractor must provide all necessary equipment and tools to render the service, in addition, the contractor must provide own transport, home-work-home, including on site transportation of tools and employees

The contractor must make a provision to pay its employees' bonus after completion of 12 months of service. All costs in rendering the above-mentioned services must be included in the price list, for example transport, bonuses, overtime, shift workers, consumables, equipment, tools and site establishment etc.

Please Note:

The Contractor to ensure compliance to the Sectoral Determination 1 for the Contract Cleaning Sector in South Africa under the Basic Condition of Employment Act (BCEA) regarding the minimum wage, working hours and other benefits for the employees.

The Contractor will maintain all above-mentioned areas, and below areas that need to be always clean, including:

- Entrances, foyers, and reception areas
- Passages and corridors
- Offices and surrounding areas including carpets, walls and partitions
- Stairs and landing
- Lifts
- Toilets and rest rooms
- Refreshment area
- Conference rooms and boardrooms
- Doors
- Cleaning concrete and paved areas around building / office block
- Cleaning fuel area and offices

1.2 Employer's requirements for the service

The below schedule of cleaning and frequency is not limited only to the area mentioned but it might be required to increase the frequency as need arises. The cleaning product used must be suitable for that particular area. Caution must be adhered to at all times not to use products that will affect people or sensitive equipment negatively.

Item	Description	Frequency
1	<u>Floors – vinyl or similar:</u> <ul style="list-style-type: none"> • Sweep and damp mop • Buff and polish with machine to maintain high shine, non-slip finish • Strip traffic areas and re-coat /Seal and Glossing 	Daily Daily Monthly
2	<u>Floor – ceramic, granolithic or similar</u> <ul style="list-style-type: none"> • Sweep and damp mop • Machine scrub • Glossing 	Daily Weekly As required
3	<u>Carpeting</u> <ul style="list-style-type: none"> • Vacuum clean with portable machines • Vacuum clean but using vacuum & brush machines • Shampoo cleaning followed by steam cleaning of all areas, or steam cleaning only • Sanitise the carpet to get rid of bad odour • Ditto for corridors, entrance foyers, heavy traffic areas 	Daily Weekly 6 monthly Monthly Weekly

	<ul style="list-style-type: none"> Spot clean marks, all areas 	As required
4	<u>Waste disposal</u> Empty and wash ashtrays Empty and clean wastepaper baskets Remove all waste	Daily Daily Daily
5	<u>Dusting</u> Dust all low-level horizontal surfaces Dust all high-level horizontal surfaces Dust all laboratory machines Dust all personnel benches and cupboards Damp and mop horizontal surface Dust all vertical surfaces, walls, cabinets Vacuum cleaning vertical carpet surface Dust and damp-wipe venetian blinds Dust all telephone instruments Sanitise all telephone instruments	Daily Daily Daily Daily Monthly Weekly Weekly Monthly Daily Monthly
6	<u>Walls and paintwork</u> Dust Remove all finger-marks and marks Dust wood panelling Damp wipe wood panelling Wipe tiled surfaces Wash tiled surfaces	Daily Weekly Daily Weekly Daily Monthly
7	<u>Glass doors, partitions, windows and metal work</u> Spot clean glass doors Spot clean partitions glass Clean main doors and partitions at entrances Clean exterior faces of external windows Wash all windows in all floors Clean interior faces of external windows Clean both faces of partitions and glass doors Clean all frames, mullions and fitting traffic areas Notwithstanding the above, the frequency of cleaning in special areas, e.g. executive suites, can be increased as required.	Daily Daily Daily Monthly Monthly Monthly Monthly Monthly Weekly or Monthly or as required
8	<u>Entrance, foyers and fire escapes</u> Clean western main entrance and public areas Sweep entrance and brush vacuum carpets Clean doormats and wells Foam, clean, steam clean carpets	Daily Daily Daily 4 monthly
9	<u>Lifts</u> Clean the interior of the lifts including the indicator boards Clean the door tracks Maintain the lift boards according to the type	Daily Weekly Daily
10	<u>Stairs and Landings</u> Maintain the treads, risers and landings according to the finish Dust handrails and balustrades	Daily Daily
11	<u>Toilets, washrooms and change rooms</u> Empty and clean waste receptacles Clean and sanitise all toilet bowls, seats and covers Clean and sanitise all urinals	Daily Daily Daily

	Spot clean walls, doors and partitions Clean and polish bright metal fittings Maintain floors according to type (scrub etc) Adequate placing of toilet papers, paper towels and hand soap in the toilets Good odour maintenance in all toilets Floors of showers cubicles to be washed with fungicide solution Exposed pipes work to be dusted Exposed pipes work to be damp wiped	Daily Daily Daily Daily Daily Weekly Daily Weekly
12	<u>Miscellaneous</u> Acoustic screens vacuum Damp wipe vinyl or similarly covered furniture Vacuum furniture upholstered in cloth Damp wipe and shine desktops and wooden furniture Damp wipe and shine desktops and wooden furniture in Executive offices Replace sand in smokers trays Dust all exposed light fittings Damp wipe exposed fittings Clean direction boards Dust air conditioning diffusers Damp wipe air conditioning diffusers Dust and wipe overhead pipe work (etc) Cleaning of and emptying of all dust bins.	Monthly Weekly Weekly Monthly Weekly As necessary Monthly As necessary Daily Daily Monthly Quarterly Daily

3.HYGIENE SERVICES AT KENDAL POWER STATION

3.1 Scope of work

Hygiene services include deep cleaning, sanitation, disinfecting of Kendal buildings inside and outside and supply consumables at Kendal Power Station will include: waste removal of sanitary bins, replacement of bin bags, and maintenance of water coolers, monthly deep cleaning of toilets, supply of toilet paper and paper towel, toilet seat sanitizer, air freshener, Urinary mats, hand washing liquid and hand sanitizer, which include but not limited to the following areas:

- SSB Building - Ground & 1st floor offices
- SSB Building - Ground floor and 1st floor toilets
- Unit 1 – 6, top to bottom and surroundings including all offices, Control rooms 1 – 6, equipment and computer rooms, all toilets, Showers, Kitchens, stairs, rails, all workshops, lifts, and passages from top to bottom.
- All toilets at all levels (1 – 6)
- All ablution blocks of the station
- Ablution block next to unit 6
- Ablution block next to Auxilliary (Station cleaning building)
- Ablution blocks behind SSB
- Ablution block next to Horticulture
- Ablution block next to Unit 1

- Power electronics building, offices, and workshops
- Stores Building that is (Projects, Commercial, Procurement, Works Management, Platter shop, Stores, OPMD, EMD, PPD and C&I etc, outside surroundings including fuel building
- Auxilliary services – station cleaning building
- Horticulture building
- Training - that is all training offices, Simulator building, lecture rooms and surrounding areas and all Park homes
- ECAS building e g, Dining Hall 1 and 2, office and cooking areas
- ABB building
- Kopanong hall
- Induction building
- Security building – Protective services
- Coal stock yard building
- Rotek Offices
- Medical centre and fire building
- Ash dump building and Sewage Plant

3.2 Description of the service

Replenish consumables in all buildings and check stock level, these include but not limited to:

- Supply sanitary bags
- Urinary cleaning sundries
- Refill hand sanitizers stand
- Refill seat sanitizers
- Refill hand soaps
- Air fresheners
- Refill toilet papers and hand towels
- Provide sanitary services as identified by the contract manager
- Maintain sanitary bins and dispose contents as required
- Sanitary bins must contain a sterilising, deodorising chemical
- The contractor must provide mini (individual) sanitary bags next to each bin
- The contractor shall provide Hygiene services on a frequency basis and in exceptional circumstances as requested by the employer as when required.

3.3 Deep cleaning, sanitization and disinfecting (As when is required)

Some of the buildings use centralised air-condition and occupied 24/7

The application or the method to be used must prevent cross contamination and spreading of bacteria, fungi and viruses and the application method must comply with Hazard – Analysis and Critical Control Point (HACCP) systems and any other relevant regulation.

Ideally biodegradable chemicals that non-corrosive and space free and non-electrostatic and non – flammable and odourless should be applied to sanitising and disinfecting the surfaces.

In addition to sanitisation and disinfectant of surface and kitchen, offices inside and outside of the building the following areas should be included and treated as mentioned below but not limited as described.

- Toilets / Ablution Block
- Sanitise and disinfect the whole area
- Removal of uric acid encrustation and other deposits from all surfaces of the bowl area including channel, outlet grip, step s-bend
- Urinals
- Clean, sanitise and disinfect all surface in the area and remove uric acid encrustation and other deposits from the bowl area, including channel, outlet grip, step, spurge pipe and tipper cover
- Washes basin, sinks and showers
- Remove all scale deposits, fungus, algae from internal and external surface.
- Clean any obstructions and deposit from overflows
- Plugs, outlets and adjacent areas and taps must be cleaned
- Apply chemicals to remove deposits from inside waste pipes

3.4 Frequency

For Ladies and Men's toilets (emptying SHE bins only on ladies toilets)

Item no.	Building	Activity	Frequency
1	SSB building Ground & 1 st floor toilets	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2 weeks Daily
2	Units (1 – 6) top to bottom toilets	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper	Once every 2 weeks

		towel and toilet papers, Urinary blocks and sanitary bags	Daily
3	Power electronics building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
4	Stores building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
5	Platter Shop, OPMD, PPD, EMD, C&1 building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
6	Auxilliary Services	Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Daily
7	Horticulture building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
8	Transport building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
9	Training (Simulator building, lecture rooms and surrounding areas and all Park homes)	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
10	ECAS building e g, Dining Hall 1 and 2, office and cooking areas	Empty She-bins	Once every 2nd week

		Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Daily
11	ABB building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
12	Kopanong hall	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
13	Induction	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
14	Security building – Protective services	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
15	Coal stock yard building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
16	Sandblasting workshop	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	As required when
17	Chemical Services	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily

18	Ash dump building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
19	Medical Centre	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
20	Sewage Plant	Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Daily
21	Fire Building	Empty She-bins Check stock level and refill hand soap, seat sanitizers, air freshener, paper towel and toilet papers, Urinary blocks and sanitary bags	Once every 2nd week Daily
	Refill urinary blocks	Refill urinary blocks	As required when
	Deep cleaning, sanitization and disinfecting	Deep cleaning, sanitization and disinfecting	As required when
	Replacement of dispensers	Replacement of dispensers	As required when

Deep cleaning as when required with an option of the repeat once every 3 months

In rendering the above-mentioned service, the contractor must comply with the Labor Relation Act and other legislations that are applicable in the laws of Republic of South Africa. The contractor must provide necessary equipment and tools to render the services including deep cleaning material suitable for that specific area. In addition, the contractor must provide own transport, home-work home, including on site transportation of tools and employees.

The contractor must include all costs in rendering the above-mentioned services in the quotation as per the price list.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
SHE	Safety, Health and Environmental
TBC	To Be Confirmed
QM	Quality Management
SD&L	Supplier Development and Localisation
TSC	Term Service Contract

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The contractor should provide the Contract Manager the monthly plan on how they are planning to execute the duties.

During the execution of the Service, the Contractor shall maintain a suitable office in the area allocated for that purpose by the Employer, which shall be the headquarters of the Contractor's Representative and authorised to receive instructions or other communications or notices under the Contract. The Contractor shall maintain, at the office, up-to-date copy of the Contract and all Contract related documents (including correspondence and documents issued by and to the Contractor, Compensation Events, Progress Reports, correspondence, non-conformance reports etc.). These documents shall be available to the Employer at all times

2.2 Management meetings

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:
Progress / Feedback meeting	Monthly	Kendal Power Station	Employer and Contractor
Overall contract progress and feedback	Monthly	Kendal Power Station	<i>Employer and Contractor</i>
Risk management meeting	Monthly	Kendal Power Station	Employer and Contractor
Safety, Health, environmental and quality meeting	Monthly	Kendal Power Station	Employer and Contractor

Meetings of a specialist nature may be convened as specified elsewhere in the Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and 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 register prepared and circulated by the person who convened the meeting. Such minutes shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

2.3 Contractor's management, supervision and key people

The Contractor shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly and must reflect any changes to the staff and management structure. The employer reserves the right to audit and verify the structure.

SKILL	GRADE AND RELATED EXPERIENCE
As prescribed by the contractor	As provided by the contractor

The contractor shall recruit competent people. All Contractor's employees shall be trustworthy and have no criminal records.

2.3.1 Staff Uniform

The supplier to provide own PPE equipment, provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times. Provide all personnel working under this contract with uniforms, which state the name of the Supplier and that can be clearly identified from other Service Providers, Kendal Power Station personnel, etc. ESKOM reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement. Inspection will be conducted as per PPE procedure (e.g. Hand gloves, dust masks, hearing protection, safety shoes, face shields, and google etc.). Shoes must be clean and in a good condition.

2.3.2 Transport

Ensure that all work performed and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the Kendal Power Station. The Supplier to ensure that no employee will be transported in the back of open vehicles. No person may be transported in the back of vehicles even if it is closed by means of canopies, unless provided with proper seating and safety belts.

2.4 Documentation control

The Contractor will submit the following documents to the Employer for review; the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

2.5 Invoicing and payment

2.6.1 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.

2.6.2 The *Contractor* shall address the tax invoice to
Eskom Holdings SOC Ltd
Kendal Power Station
Privat Bag X7272
Emalahleni
1035

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)

2.6 Contract change management

The employer may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective and must be issued to the Contractor in writing to be valid.

Any changes to the Contractor's profile that might affect the service rendered to Eskom Kendal Power Station will be communicated to the Services Manager immediately as soon as the changes happen.

2.7 Records of Defined Cost to be kept by the Contractor

The Contractor must keep all documentation related to the compensation events, quotes and instructions from the employer for the period of 5 years after contract completion of audit purposes

2.8 Insurance provided by the Employer

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

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

2.9.1 Information and other things

At the end of the service period the Contractor will be required to provide the Employer with the Contractor's Safety file. All outstanding documents must be submitted to the Services Manager.

2.10 Management of work done by Task Order

No work will commence without a task order/ purchase order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1 The *Contractor* shall comply with the health and safety requirements contained in Kendal Power Station to this Service Information.

Upon the award of the contract, successful Contractor must submit a Health and Safety Plan, filed in a Health and Safety File, comprising of the following:

- Proof of the contracting company's own Health and Safety Policy
- Proof of appointments, assignments and designations as required in terms of the Occupational Health and Safety Act, No 85 of 1993.
- Proof of Risk Assessment regarding Hazards identified.
- Proof of Safe Work Procedures that derived out of the Risk Assessments.
- Proof of the contracting company's own Emergency Plan that will deal with their own emergencies on site.
- Proof of a Fall Protection Plan, if required to perform work at elevated levels developed by a competent person appointed by the contracting company.
- Proof of "Notification to perform Construction Work" – a copy of the notification addressed to the Department of Labour as required Regulation 3 of the Construction Regulations.
- Proof of an Induction Program it is advised that the Kendal SHE Rules as a guide and an attendance register signed by its employees prior the commencement of any construction work on site.
- Proof of the contracting company's employees Medical Fitness Certificate. (Must still be valid for one year and may only have been issued by an occupational health practitioner).
- Proof of *contractors* weekly Health and Safety Rep Inspections regarding its own site and where detached work is performed.
- Proof of Personal Protective Equipment (PPE) issued to *contractor's* employees.
- Proof of contracting company's Accident/Incident Reporting and Investigation System.
- Proof of checklists and where applicable test certificates, regarding contractor's tools, equipment, machinery, mobile equipment, vessels under pressure and any other applicable checks required by the Act.

The Principal Contractor must ensure that his contractors (Subcontractors) do also have a Health and Safety File and that must be accepted by the Principal *Contractor*.

The Safety Officer employed by Kendal Power Station will audit these Health and Safety Plan to ensure compliance with the provisions of the Act. The approval of the health and safety plan can sometimes take 2 to 3 days to approve, and no work will be conducted before the plan is approved. The contractor has to keep this in mind for their health.

3.2 Environmental constraints and management

Kendal Power Station has been recommended for ISO14001:2015 certificate, to ensure continual improvement to the ISO 14001:2015, the contractor shall ensure that the following requirements are met:

- Identify all environmental aspects and impacts.
- Identify the law that is applicable to the scope and ensure compliance to the applicable laws at all times
- All employees shall attend Environmental induction before commencing with the work.

3.3 Quality assurance requirements

The contractor shall comply with the quality requirement as stated in QM-58 (As applicable)

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

- All relevant personnel names and titles must be specified to the *Service Manager*
- All new staff to be appointed in writing
- All new staff to do induction training
- All replacements of staff will be of the same discipline
- In the case where one or more employees of the *Contractor* are requested to leave site for other reasons than Sick leave or Annual leave. The personnel must be replaced immediately.
- All new staff to be approved by *Service Manager* before entering the site or commencing work.
- All new staff must hand in all relevant documentation to the *Service Manager*
- When changing personnel, a new access permit form to be completed by the *Contractor*
- Only required specified approved amount of personnel to be allowed on site, pre-arrange with Service Manager

4.1.2 BBBEE and preferencing scheme

Tenderers will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

4.1.3 SUPPLIER DEVELOPMENT LOCALIZATION AND INDUSTRIALIZATION (SDL & I)

Section 1: Specific Goals

A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures), a consolidated B-BBEE status level verification certificate.

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90 for price
- Scores 0 points out of 10 for specific goals

Section 2: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

- **Local Procurement Content**

"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 spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Content	Procurement	Eskom target	Tenderer Proposal
		100%	

2. Procurement spends on entities with a minimum 51% black ownership.

Tenderers shall subcontract a minimum of 15% of the contract value to the following designated groups:

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- the indirect expenses (e.g., overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Potential scope to be subcontracted and/or outsourced but not limited to:

- Transport
- Site Establishment

- Consumables
- Supply of Equipment/tools
- Any other related scope

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned (EME/QSE)	15%	

- 3. Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

NB*candidates shall be representative of the population demographics of South Africa and be sourced from the vicinity of the station.

Section 3: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the invoice amount for failure to meet SDL&I obligations.

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

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:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Section 4: Reporting and Monitoring

- The suppliers shall on a 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 30 (thirty) 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 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 6: 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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

N/A

4.2.2 Subcontract documentation, and assessment of subcontract tenders

N/A

4.2.3 Limitations on subcontracting

N/A

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials**4.3.1 Correction of defects**

The contractor shall provide maintenance and repair of all the equipment necessary to provide the services. All defects to the works shall be rectified as specified in QM 58.

4.3.2 Contractor's procurement of Plant and Materials

The contractor may be required to provide the Employer with a technical data sheet of the equipment of material supplied to the Employer. A guarantees and warranties' certificate may also be required for any plant and material supplied by the Contractor to the Employer

4.3.3 Tests and inspections before delivery

The employer representative will conduct inspection if deemed necessary t

5 Working on the Affected Property

Limited access register

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

- The employer will provide access control for the Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the Employer reserves the right to refuse entrance to Site to any person not meeting security and/or access requirements.
- From time to time, and as required, the Employer will issue policies and procedures regarding Project Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Project Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.
- Where the contractor is allocated a construction yard, security will be contractor's responsibility and must comply with the employer's requirements.

- Any breach of security must be reported to the Employer immediately.

5.2 People restrictions, hours of work, conduct and records

- Working hours shall be from 07:00 to 16:30 Monday to Thursday and Friday working hours 07:00 to 12:00 as directed by the Employer. Overtime will be approved by an Employer prior to the Contractor working overtime.
- The contractor shall keep records of his people working on the Affected Property, including those of his Subcontractors. The employer shall have access to records at any time.
- The contractor must provide the service on the Kendal Power Station premises 24 hours, 7 days a week.
- Some of the areas require permit to work and application of LAR Risk Assessment will accompany the application. No task should be commenced without approval of application.
- The Contractor will be paid according to the hours rendered, equipment's and consumable's supplied and transported.

5.3 Health and safety facilities on the Affected Property

The contractor shall ensure that alternative arrangements are made for possible incidents occurring after normal working hours. Where services are not available from the Eskom Medical Centre, the Contractor shall make alternative arrangements for any medical assistance. Proof of this must be made available in the principal contractors SHE Plan.

- Medical Station available on site during normal working hours. The emergency telephone number internal to Kendal is 6595 or 013 647 6595 from an external land line or cell phone and can be used to obtain emergency assistance.
- Fire protection and rescue available on site 24 hours per day also at the above number. The Contractor complies with the requirements of Employer's Standard NWS 1494 Revision 4 "Fire prevention and protection of Contractor's premises on Engineering Sites" and of Site Regulations pertaining to fire Protection.

5.4 Environmental controls, fauna & flora

The Contractor shall comply with the safety, Health and environmental requirements stated in the ERE SHE specification.

5.5 Cooperating with and obtaining acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate plant, materials and / or equipment of or being supplied or operated by Other Contractors.

5.6 Records of Contractor's Equipment

The Contractor is responsible for maintain the asset register equipment on site and shall be audited by the Employer from time to time.

5.7 Site services and facilities

The employer arranges the following services and facilities to the contractor.

- Induction training
- Access to the station

Special Condition

Notwithstanding the man condition, the contract may be terminated with immediate effect by the Employer for:

- Poor service delivery
- No compliance to safety rules

A successful tender will be allowed a month to arrange site establishment, organise machinery, equipment's and resources needed to render the service. It is compulsory for the Contractor to stick on these arrangements, failure to comply with these requirements will constitute a breach of contract and the Employer reserves the right to terminate the service

5.7.1 *Provided by the Employer*

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services at or near the site, as applicable. The services and facilities provided by the Employer are listed below:

- Water supply
- Electricity and
- Sanitary Services

5.7.2 *Provided by the Contractor*

- Transportation of employees
- All health and safety equipment, as per OHS Act 85 of 1993. Kendal Power Station safety policy and Safety Health and Environmental (SHE) – system requirements, which is obtainable from the Safety Officer.
- Accommodation is for the Contractor's own account
- All tools and consumables must be provided by the Contractor for the works.
- All workshop machinery must be provided by the Contractor for the works.
- All office equipment and stationery must be provided by the Contractor for the works.
- Telephone bills will be paid by the Contractor.
- The Contractor must provide working procedures for each activity to the service manager at least 2 weeks prior to starting before work may proceed. This procedure will include "Safe working procedures".
- The Contractor must provide all the consumable material needed for works. The safeguarding, care and security of all equipment and materials while the Contractor is performing the works is the responsibility of the Contractor.
- The Contractor is responsible for transport and offloading of all materials to and from site.
- If the Contractor uses portable two-way radios, the Service manager must approve the type and make.
- Attendance of any project / maintenance meetings is compulsory for the Contractor
- At least one person in the service of the Contractor shall be certified competent to inspect scaffolding needed by the Contractor for the works. Certificates as proof of this will be handed to the Service manager after contract award before the starting date.

- All redundant Contractors' material must be moved to allocated sites. No scrap shall be stored in the Contractor's yard. Scrap must be cleared of site daily.
- The Contractor will provide a typical quality program with his / her tender that is in accordance with ISO 9002.

5.7.3 RENDERING THE SERVICE

- Environmental Management System (ISO 14001,2015)
- Kendal Waste Management Procedure (* 1024102). All waste must be disposed in a legal manner and environmental departmental must be provided disposed in a legal manner and environmental departmental must be provided with a waste manifests and safe disposal certificate.
- The Contractor must provide the department with Environmental file which must be checked and approved by Environmental departmental before the Contractor can commence to work. The file must be complied using Kendal Power Station Environmental site inspection checklist, (*1020229)
- The Contractor must report any Environmental non-conformance procedure.
- No water shall be drained into clean water dam/storm water drains.
- The contractor must comply with the Labour Relation Act ,1995.
- Safety file should be submitted before the work commences.

5.7.4 MINIMUM MACHINERY AND EQUIPMENT IN RENDERING THE SERVICE

NOTE: ALL machines must have a high efficiency particular air e.g (HEPA) – filter that is more effective at trapping allergies and fine dust particles

- Commercial Vacuum
- Industrial Vacuum
- High pressure cleaner
- Single disk machines
- Carpet cleaner
- Sweeper
- Scrubber
- Mopping trolleys
- And all other small items that is mop, cleaning rags, toilet brushes, broom stick, feather dusters etc.

Note: Vacuum Cleaner should be as follows:

MINIMUM FEATURES

- Wd3 V-17 17lt V/cleaner *m*
- 1000 Watt
- 17lt Capacity
- 2m Hose Length
- 4 Meter Power Cable

5.8 Control of noise, dust, water and waste

The Contractor shall provide all other services and facilities not mentioned in 5.7.

5.9 Hook ups to existing works

The performance of the Works which affects the Employer's operations of the systems of Other Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of Other Contractors, or imposes abnormal operating conditions or their systems, is subject to approval of the Employer.

5.10 Tests and inspections

5.10.1 Description of tests and inspections

The Contractor is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period. The Contractor shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the Employer.

5.10.2 Materials facilities and samples for tests and inspections

In some instances, the Employer representative may request samples for testing / inspection

Kendal Power Station Specific Constraints

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 Purchaser	The <i>Purchaser's Representative</i>	The Supplier	

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

- a) 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.
- b) Eskom Holdings SOC Limited reserves the right to request disciplinary/corrective action if, and when, required.
- c) 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.
- d) 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.

- e) The Contracting Party provides all overalls for his staff with clearly identifying motifs.
- f) 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 safeguard 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 BOUNDRY	
VOLTAGE (VOLTS)	DISTANCE (METERS)
50 TO 750	0.9
750 TO 1,000	1.2
1,000 TO 11,000	4.8

3.8 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.

3.8.1 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.

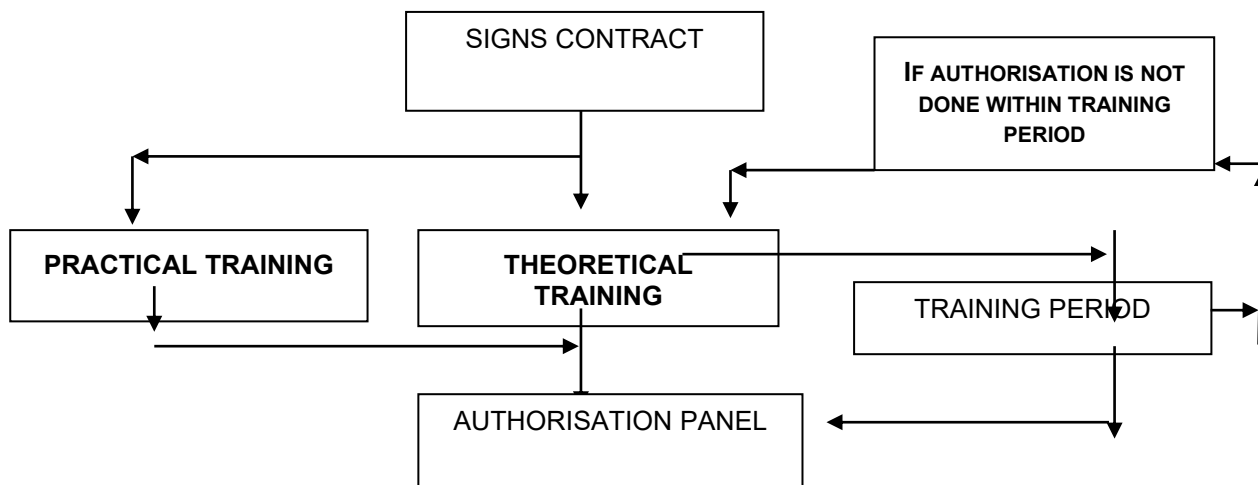
The appointed person/s will be trained by Eskom Holdings SOC Limited. There are two Formal sets of training, i.e. Theoretical Training and Practical Training

3.8.2 Training

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.

3.8.3 Training process



3.8.4 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.

3.8.5 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 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.

3.10 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.

3.11 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

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 incidents must be reported to Kendal Power Station Electrical Operating desk
13 7 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
Private Bag X7272
Witbank
1035 Mpumalanga

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.

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

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.

- **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.

- **Labour:**

All labour laws must be adhered to