PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
C3.2	*Contractor*'s Service Information	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work 1
C3.1: Employer's service Information 2
1 Description of the *service* 4
1.1 Executive overview 4
1.2 *Employer*'s requirements for the *service* 4
1.3 Title to Site Materials 7
1.4 Interpretation and terminology 8
2 Management strategy and start up. 10
2.1 The *Contractor*'s plan for the *service* 10
2.2 Management meetings 10
2.3 *Contractor*'s management, supervision and key people 10
2.4 Documentation control 11
2.5 Invoicing and payment 11
2.6 Contract change management 11
2.7 Insurance provided by the *Employer* 11
2.8 Training workshops and technology transfer 12
2.9 Things provided at the end of the *service period* for the *Employer*'s use 12
2.9.1 Equipment 12
2.9.2 Information and other things 12
2.10 Management of work done by Task Order 12
3 Health and safety, the environment and quality assurance 13
3.1 Health and safety risk management 13
3.2 Environmental constraints and management 13
3.3 Quality assurance requirements 14
4 Procurement 15
4.1 People 18
4.1.1 Minimum requirements of people employed 18
4.1.2 BBBEE and preferencing scheme 18
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA) 18
4.2 Plant and Materials 18
4.2.1 Specifications 19
4.2.2 Correction of defects 19
4.2.3 *Contractor*'s procurement of Plant and Materials 19
4.2.4 Tests and inspections before delivery 19
4.2.5 Plant & Materials provided "free issue" by the *Employer* 19

5 Working on the Affected Property 19
5.1 *Employer*'s site entry and security control, permits, and site regulations 19
5.2 People restrictions, hours of work, conduct and records 20
5.3 Environmental controls, fauna & flora 20
5.4 Records of *Contractor*'s Equipment 20
5.5 Equipment provided by the *Employer* 20
5.6 Site services and facilities 20
5.6.1 Provided by the *Employer* 20
5.6.2 Provided by the *Contractor* 21
6 List of drawings 22
6.1 Drawings issued by the *Employer* 22

1 Description of the *service*

1.1 Executive overview

Kendal Power Station is a coal powered station based in Mpumalanga near Ogies. The station has 6 units, one unit producing 686MW and the whole station is capable of generating 4116 MW. The station was built between 1982 and 1993. Unit 1 went online in 1988 and other units went online in succession of 12 months after each unit with unit 6 going online in 1993.

The primary purpose of fire detection system (FDS) is to provide early fire warning and to notify the Operators and the Fire Station in case of a fire event. The secondary purpose of the FDS is to initiate fire safety functions, which are intended to extinguish fire and prevent fire from spreading to other areas.
There are different fire detection technologies at Kendal Power Station. The main Aritech fire system monitors over 3200 points throughout the station and consists of one (9) Panels, one (1) Global and one (1) Local Repeater. These points consist of Switch Monitors (Water and Air Pressure switches), Zone Monitors (Spindles and Conventional detectors - Optical and Ionization) and Detectors {Addressable Ionization and Optical). The existing fire detection systems include the VESDA (Very Early Smoke Detection Alarm) system, Crowcon Gas Monitoring Unit, Linear Heat Detection System, Optical Beam Detectors and the Infrared Camera System. The fire detection system to be maintained is located at Unit 1 to 6 and Outside Plant.

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

Specification and Description of the Services

The Contractor shall perform maintenance work and minor system modifications as required on the Fire Detection and Suppression systems. Personnel servicing the fire detection system must have a valid authorization with SAQCC (Fire). The authorization must be valid for the duration of the contract (five years). The maintenance personnel must have undergone Original Equipment Manufacturer (OEM) training and have experience on all the systems under fire detection and gas suppression systems available at Kendal Power Station.

Two Servicemen registered with SAQCC are required for maintenance of the fire detection and gas suppression systems. Both personnel shall be permanently based on site for the duration of the contract.

1.2.1 The Contractor shall carry out the following duties amongst others:

- Execute all weekly PMs (planned maintenance) on the fire detection and suppression systems. SAQCC certified Servicemen are required to be onsite when weekly PMs are being executed.
- Execute all monthly PMs (planned maintenance) on the fire detection and suppression systems.
- Repair any faults on the fire detection and suppression systems.
- Replace pressure and flow switches on the interface between fire detection and protection systems as and when required.
- Conduct inspections (daily, weekly and monthly) and system testing.
- Download event log of the fire detection system from all fire alarm panels on a weekly basis and submit a weekly report on the system health performance.
- Compile and submit a monthly report on the fire detection and suppression system health performance. This report must indicate the number of faults, alarms and defects on the system and how the faults were fixed, a user-friendly spreadsheet with trends/graphs is preferred.
- Perform annual testing and inspection on all fire detection systems onsite and produce a detailed report indicating the systems that were tested, testing procedure used, test results and recommendations on how to fix the faults if there are any.
- Test the functionality of the interface between fire detection system and suppression system (annually and when required) and produce a detailed report.
- Test the functionality of the interface between the fire detection system and building services (annually and when required) and produce a detailed report.

- Respond to all callouts is one (1) hour.
- Keep an event logbook for the fire detection system in accordance with SANS 10139.
- Conduct a Two (2) yearly testing, calibration and certification of pressure switches and gauges on all interfaces between fire detection and protection systems. Calibration and testing of pressure switches and gauges shall also be conducted as and when required.
- Modify panels/junction boxes when required.
- Ensure that all fire detection and suppression systems are always functioning correctly.
- Ensure that the fire detection and gas suppression systems are always available.
- Clean, replace and calibrate detectors as and when required.
- Test at least one MCP per week. (location of the MCP tested must be recorded in the logbook).

1.2.2 All spares shall be provided by Eskom.

NOTE: Eskom shall supply all spares and consumables when needed by the maintenance contractor.

1.2.3 All testing and programming equipment or tools to be supplied by the Contractor and will remain as Eskom assets after the contract has expired.

1.2.4 The Contractor shall fulfil all legal and insurance requirements with regards to the fire detection and electronics for suppression system maintenance.

1.2.5 The Contractor shall adhere to normal working hours daily (for two labourers who will be permanently based on site).

NOTE: No work shall be done without a permit.

1.2.6 The Contractor shall complete all PMs on the fire detection and suppression systems and react immediately to and rectify faults on any of the fire detection and suppression systems.

1.2.7 The Contractor shall assist other departments with the execution of additional PMs requiring multi-disciplines interfaced to fire systems (e.g., HVAC, Fire Protection), Operating Department and Fire Station.

1.2.8 The Contractor shall maintain and update system drawings and liaise with System Engineer with regards to any changes made on the fire detection and suppression systems. Engineering Change Management (ECM) process shall be followed for any changes made to the fire systems.

1.2.9 The Contractor must have at least two workers who are authorized for FDS Plant Safety Regulations to enable the Contractor/ worker to take out a permit to work. Safety file needs to be completed and submitted to the Safety Department prior to conducting any work onsite.

1.2.10 The Contractor shall assist in all internal and external Eskom and insurance audits on the fire systems as deemed necessary.

1.2.11 The Contractor must have all necessary test equipment and programmers for individual systems.

1.2.12 The Contractor must have their own transport (vehicle) to access remote areas around the station.

1.2.13 The Contractor shall adhere to all Fire Detection System Lawful Requirements and comply to the latest standards and code of practice governing fire detection and suppression systems, most importantly:

- Requirement of Department of Labour – Compliance with OHSA, SAQCC (Fire) registered
- SANS 10139: Fire Detection and Alarm Systems for Buildings – System Design, Installation and Servicing
- SANS 10400: National Building Regulations
- SANS 246: Code of Practice for Fire Protection for Electronic Equipment Installations
- SANS 369-1: Code of Practice for the Operation of Fire Protection Measures – Part 1: Electrical Actuation of Gaseous Total Flooding Extinguishing Systems
- NFPA 72: National Fire Alarm and Signalling Code

1.2.14 Registration of authorized persons: Two areas of responsibility is required with various levels to ensure compliance with SANS 10139 and Eskom regulations:

- Fire Detection, SAQCC Certification Level – Servicemen.
- Actuation of suppression system Level – Servicemen.

1.2.15 List of Fire Detection and Gas Suppression Systems installed at Kendal Power Station:

- Aritech FP2000 (11 Panels with +/- 3000 detection points) – Weekly PMs (Unit 1-6 and Outside Plant)

NOTE: Aritech fire panels will be upgraded to Techno-switch fire panels.

- VESDA System (Unit 1 -6): Unit Equipment Rooms – Monthly PMs
- Linear Heat Detection System (Unit 1 - 6): Generator/cable tunnel/ Turbine Exciters/ BFPs – Monthly PMs
- Hydrogen Gas Crowcon (x1): Main Hydrogen Plant – 6 Monthly PMs
- Pyroshield System (x12): Unit Equipment Rooms/ SSB Document Centre/ SSB Archives/ Simulator/ Library/ IT Server Room – Monthly PMs
- Enviro-shield System (x1): Zone “E” stores – Monthly PMs
- CO2 System (x6): Unit Gen/Turbine exciters& Gas Turbines – Monthly PMs

1.2.16 Maintenance, Testing and Inspection of the Fire Detection and Gas Suppression Systems shall be conducted in accordance with SANS 10139&369 and Eskom RBO Strategy for Fire Detection and Gas Suppression Systems. The Contractor shall also refer to the recommended OEM strategy. Amendments to the Maintenance Strategy shall be made based on valid reason(s) substantiating the change is provided by the Contractor or Employer. Execution/ implementation of these changes can only be made post to the Employer’s formal agreement.

1.2.17 Annual testing of the fire detection system:

- Each component or device on the fire detection system shall be tested at least once a year according to the statutory requirements on the fire detection system.
- Testing of the interface between the fire detection system and HVAC (fire dampers) and fire protection systems to ensure correct of external interfaces.
- Annual testing of the fire detection system may be carried out over the course of two or more services during a 12-month period.
- The Contractor shall refer to the Procedure for Testing and Inspection of the Fire Detection System (*1030596).

1.2.18 Unplanned Site Visits Due to Breakdowns:

- These visits will only be made use when the Employer requires services from the Contractor out of normal working hours.

1.2.19 Allowable Downtime:

- The Contractor shall ensure that the system is available 100% of the time.
- The Contractor shall ensure that all the faults/defects on the system are fixed within 24 hours. The Contractor must report all the faults on the system by following the Eskom process of loading defects and by making use of a logbook as per SANS 10139.

1.2.20 Pre-Work Procedure

Upon arrival onsite, the Contractor shall report to the C&I Workshop Supervisor and C&I Engineer. During each service or maintenance intervention, the Contractor shall work under a Permit to Work (PTW). The PTW for each Kendal unit must be applied for by the C&I Workshop representative in the respective unit control rooms or Electrical Operating Department (EOD). The PTW will be taken out on the day before the day of the service. Prior to conducting maintenance, testing and inspection on the fire detection system, the following actions must be completed:

(a) Conduct a risk assessment.

(b) Advise Local Control Operator of the work that you are about to do.

(c) Obtain Permit to Work.

(d) Check the Global Panel in EOD for any faults and alarms.

(e) Record all the faults and alarms before proceeding with the tests.

(f) Download and save the event log for comparison of smoke readings during normal operation.

(g) Isolate any Plant or Systems as necessary prior to initiating fire alarm system (i.e. gas suppression systems).

(h) Pre-plan requires multi-disciplinary teams.

Please note that incorrect procedures may result in activation of gas suppression systems and/or deluge systems.

NOTE: In accordance with the latest revision of the Eskom Plant Safety Regulation GGR 0992, a Risk Assessment and Pre-Work Check List must be completed before any work commences, all other relevant documentation as per the Plant Safety Regulation GGR 0992 must also be completed. All Documentation forms for Kendal Power Station can be obtained from your supervisor. The forms must be completed in duplicate. If the Paperwork is not correct or in place do not do the work. Additional information can be obtained from your Legislative Administrator.

1.2.21 Post Service Feedback and Reporting

- After each service, the Contractor shall report back to the C&I Workshop Supervisor and C&I Engineer on the status of the fire detection system and suppression system checks, findings, repairs as well as points of concern if applicable.
- The Contractor shall handover the original log sheets to the C&I Workshop Supervisor. The log sheets must be signed off by the Contractor and C&I Workshop Supervisor or any C&I Workshop representative.
- The Contractor shall submit a report to the C&I Workshop Supervisor after every month providing all relevant details on the services provided and system health performance.

1.2.22 Contractor shall adhere to Eskom Safety, Health and Environmental Requirements.

1.2.23 All the work conducted by the Contractor shall be done under the supervision of Eskom personnel.

1.2.24 The following shall also be supplied provided as part of the scope:

- Plant and Equipment
- Mechanical Works
- Rigging
- Scaffolding

NOTE: The Contract shall be for a duration of 5 years

1.3 Title to Site Materials

The *Employer* must approve all materials and spares supplied by the *Contractor*.

- Tools and Equipment Required

Table 1: Tools and Equipment Required

Quantity	Description	Size
30	Aerosol test gas	
4	Aerosol CO test gas	
4	Heat detector tester	
1	Extension pole and Gas holder	
1	Panel key	
2	Head screwdriver (for filter replacement)	"1" (length 90 mm minimum)
2	Head screwdriver (for removing detector covers)	"2"
1	Allen key	
1	Hand held programmer (for aspirating systems)	
1	Vacum cleaner	
1	Air compressor	
1	Fire Alarm Logbook	
4	2 Way Radios	
1	Ladder	

1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
C&I	Control and Instrumentation
ECM	Engineering Change Management
FDIA	Fire Detection Installers Association
FDS	Fire Detection System
HVAC	Heating, Ventilation and Air Conditioning
LAN	Liquid Crystal Display
LED	Light Emitting Diode
LHDC	Linear heat detection Cable
MCP	Manual Call Point
NFPA	National Fire Protection Association
OEM	Original Equipment Manufacturer
OPCR	Outside Plant Control Room

PM	Preventative Maintenance / Proactive Maintenance
SANS	South African National Standard
SAQCC	South African Qualification and Certification Committee for the Industry

2 Management strategy and start up.

2.1 The *Contractor*'s plan for the *service*

- The *Contractor* to submit a first plan for acceptance within (four) 4 weeks of the contract start date.
- *Service Manager* to accept or reject the plan within the two (2) weeks period.
- The plan should include starting dates and end dates of the service period
- The plan should have provision for time risk allowances, health and safety requirements).

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:
Kick off meeting	At the start of the contract	Kendal Power Station	*Service Manager,* other parties and *Contractor*
Overall contract progress and feedback	Monthly on _____ at ___	Kendal Power Station	*Service Manager,* other parties and *Contractor*
Toolbox meeting	Daily	Kendal Power Station	*Service Manager,* other parties and *Contractor*

Meetings of a specialist nature may be arranged and communicated as and when needed. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

Meeting minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

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

- The *Contractor's* Site Manager ensures that only competent persons be allowed to work on plant.
- The *Service Manager* is entitled to verify the qualifications of the *Contractor* and *Service Manager* may, having stated his reasons, instruct the *Contractor* to remove an employee. The *Contractor* then arranges that, after one day, the employee has no further connection with the work included in this contract
- The *Contractor* may not replace any of the key persons, without prior written request and approval thereof from the *Service Manager.*
- The *Contractor's* supervisors must be familiar about the conditions and scope of work contained in this contract and capable of executing the scope of work.

2.4 Documentation control

Use of standard forms

1. Task order forms
2. Quality Control Plans (QCPs)
3. Early warning forms.
4. Defect notification
5. (NCR) forms for non-compliance or poor workmanship
6. Acceptance of scope of work forms.
7. Acceptance of QCPs forms.
8. Hand- over of plant forms.
9. Close out forms
10. NEC Defect notification

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Eskom Holdings SOC Ltd
Kendal Power Station
Private 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;
- All invoices to be submitted to invoiceseskomlocal@eskom.co.za after the monthly service.
- If there is a Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.

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 BEFORE it is submitted for payment.

2.6 Contract change management

Change of management will be communicated a month prior the change.

2.7 Insurance provided by the *Employer*

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

2.8 Training workshops and technology transfer

N/A

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

2.9.1 Equipment

All testing and programming equipment or tools.

2.9.2 Information and other things

Programming and equipment manuals

2.10 Management of work done by Task Order

- Task Orders are issued for every service to be rendered.
- Task Order is the instruction to commence work and it must be finalised, accepted and signed by both the *Service Manager* and the *Contractor*
- All work will be issued on a Task Order system
- The Task Order will include a detailed description of the work on that specific task.
- The Task Order will include priced list of items of work in the Task in which items taken from the Price List are identified
- The Task Order will include the starting and completion date of the task.
- The Contractor will be obliged to avail the resources as agreed on Task Order.
- Assessment of work will be conducted after every Task Order completion, then Purchase Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Scope of Work (SOW) has been classified as **High Risk**. Accordingly, the evaluation of compliance will be conducted using the criteria stipulated in **Annexure C1**.
The following returnable documents are required to be submitted as part of the tender response: -
Annexure C1 Evaluation Sheet requirement (7 Criteria)

- Annexure B (Acknowledgement Form)
- SHE Plan (as per SHE Spec Provided)
- SHE Costs
- Baseline Risk Assessment
- Letter of good standing (Valid COID Certificate)
- SHE Policy
- SHE Competencies

3.2 Environmental constraints and management

Category 3

The supplier shall submit objective evidence of a developed, implemented and maintained QMS that complies with ISO 9001 or any applicable standard of quality management system (the latest applicable revision ISO 9001:2015).

The following documents (approved/ signed copies) shall be submitted:

- Quality Management System manual or a documented information that have defines and describes the QMS and its scope.
- Quality Policy, aligned with the supplier's strategic direction (documented information)
- Quality Objectives (documented information)
- Control of documented information (i.e. document and record control)
- Control of nonconforming outputs (documented information)
- Nonconformity and Corrective action procedure (documented information)
- Internal audit procedure (documented information)
- The supplier shall submit a copy of documented information for roles, responsibilities, and authorities in relation to the QMS.
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- Draft Contract /Project Quality Plan in line with the scope
- The supplier shall submit an example of inspection and test plan (ITP) or quality control plan (QCP) on similar or previous work done.
- The supplier shall complete and sign Form A (Enquiry/Contract/Quality Requirements for Supplier

NB The QMS should drive the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.
The supplier will be expected to comply with the ISO: 9001 requirements as per the relevant category.

3.3 Quality assurance requirements

1. Environmental policy
- Must be aligned with ISO1400:2015 standard
- It must be Signed
2. Environmental management plan
- Site specific
- Includes environmental aspects and impacts and mitigations.
- It must be signed
3. Site Environmental Representative Appointment Letter
- Submitted with clear EMS responsibilities
- Appointment letter signed
4. Spillage Management Plan
- Submitted Site specific SMP
- Covers oil, chemical, ash, coal spills with response Procedures
- Signed spillage management plan
5. Aspect and impact register
- Identification, rating and controls of scope related aspect.
6. Hazardous Substances Register
7. Safety Data Sheets (SDS)
8. Permits and Licenses relevant to the scope of work
9. Waste Management Plan
- Submitted site specific WMP
-Covers identification, handling, disposal, compliance and resources.
- Waste management plan singed
10. Training and Competency Records
11. Legal and Regulatory Compliance
- Register of applicable environmental laws specific to the scope of work and compliance.

4 Procurement

Appendix B

Description/ Scope of Work	The Provision of Fire Detection and Gas Suppression System maintenance at Kendal Power Station
Duration of the Project	5 years (60 Months)

Section 1: Specific Goals

For this transaction 80/20 points scoring points will be used, wherein a maximum of 20 points will be allocated to a tenderer for the specific goals specified for the tender and 80 points will be allocated for price. 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. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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)

Note: Eskom will not accept a Sworn Affidavit with an electronic signature

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

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: SDL&I Objectives in line with Reconstruction and Development Program (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 submit 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 1-4) or improve their B-BBEE status over the contract period. Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

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.

NB: 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 qualifies 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.

2. <u>Local Procurement Content</u>

"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 Procurement Content	**Eskom target**	**Tenderer Proposal**
	100%	

3. Job creation.

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 4: SDL&I Penalty and Performance Security

Eskom will apply a penalty of **1%** of the Contract Value for failure to meet SDL&I obligations.
For the duration of the contract, Eskom will retain **1%** of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the contractor.

Section 5: 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 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Section 6: General Information on Validity of Sworn Affidavits

Eskom does not accept a Sworn Affidavit with an electronic signature

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.

4.1 People

4.1.1 Minimum requirements of people employed

Two (2) Servicemen registered with SAQCC
Two (2) Labourers

4.1.2 BBBEE and preferencing scheme

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

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

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[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Plant and Materials

4.2.1 Specifications

N/A

4.2.2 Correction of defects

All defects and recurring work to be addressed by following corrective maintenance strategy.

4.2.3 *Contractor*'s procurement of Plant and Materials

N/A

4.2.4 Tests and inspections before delivery

N/A

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

N/A

5 Working on the Affected Property

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

1. Yearly Induction is needed for access to Kendal Power Station.
2. Gate access permit is needed for daily entry.
3. Kendal Power Station site speed limit is 40KM/h.
4. All *Contractor* personnel to undertake Police clearance. Certificates to be provided to the *Service Manager* at least 2 weeks before commencement of work.
5. The contractor applies for access permits for all works exceeding four (4) weeks via the Project Manager, who will co-ordinate this.
6. The *Contractor* applies for *Contractor's* Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Kendal Power Station Security Area.
7. The *Contractor* completes the specific form in the Kendal Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
8. The completed list, identified with the *Contractor's* name, contains the following information:
    a. *Employee Name*
    b. *Employee ID Number*
    c. *Eskom Safety Co-ordinator signature*
    d. *Eskom* Project Manager *signature*
    e. *Validity Date*
9. No permits are issued to personnel who have not attended safety induction.
10. The *Contractor* photocopies the first page of the ID book of every one of his employees; reduced to the size 65%.
11. This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the *Contractor's* Permits.
12. The *Contractor* allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
13. The *Contractor's* personnel are required to be in possession of a *Contractor's* Permit at all times inside Kendal Power Station.
14. All *Contractors'* permits are submitted back to Protective Services when the workers leave the site after completion of the *works*. Failure to return the permits will result in a fee penalty for each non returned permit.
15. The *Contractor* compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
16. Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
17. The *Contractor's* visitors and all personnel conform to the security arrangements that are in force at Kendal Power Station.

18. Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the *Project Manager*, and submitted to the *Employer's* Protective Services office one day prior to the visit.
19. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
20. The Chief Security Officer may, with valid cause, remove any of the *Contractor's* personnel from site, either temporarily or permanently. He may deny access to the site to any person whom, in the opinion of the said Chief Security Officer, constitutes a security risk.
21. No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the *Project Manager* for consideration and approval.
22. The *Contractor* is restricted to the Site. The *Contractor* is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
23. Parking inside the power station is strictly forbidden, except for loading purposes.
24. No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
25. Security personnel may search any premises, property or person within the security area of Kendal Power Station
26. No Photographic equipment will be allowed within the security area of the Power Station without obtaining permission.
27. Application forms for such permission is available from the Protective Services offices.
28. Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act
29. Police clearance certificate for all *Contractor*'s employee
30. Vehicles to be parked in reverse

5.2 People restrictions, hours of work, conduct and records

1. Kendal Power Station operating hours are as follows:

   Monday – Thursday 07h15 to 16H30
   Friday 07H15 to 12H15
   Standby (after working hours – 1 hour response time)

5.3 Environmental controls, fauna & flora

Hunting of animal and picking of plants is not allowed on site.

5.4 Records of *Contractor*'s Equipment

The *Contractor* shall register all tools brought to site at Kendal Power Station security gate and keep the tool list safe for the duration of the contract.

5.5 Equipment provided by the *Employer*

All scaffolding on Kendal is done by the contract on site,
Hoist services will be offered on site.
All other equipment's are to be provided by the *Contractor*

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

a) Water
b) All scaffolding needs will be provided by Kendal Power Station contract on site.

c) Refuse Disposal

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

d) Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations

e) Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.

f) Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities.
Contractor shall provide everything else necessary for providing the service.

5.6.2 Provided by the *Contractor*

- Contractor has to have Transport for personnel coming to site.
- All vehicles provided by the contractor must be road worthy and comply with Kendal standards.
- Contractor is responsible for providing PPE to all their employees coming to Kendal Power Station.

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title