PART 3: SCOPE OF WORK

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C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the *goods* and *service*s

Kendal power station utilises Electrostatic Precipitator plant (ESP) to collect dust from the flue gas stream using the principle of electrostatic forces. Two types of Power Supply are used for the ESP,

i.e. Conventional/Linear Transformer Rectifier for Fields 1 to 4, and High Frequency Power Supply for Fields 5 to 7.

The ESP's used at Kendal were designed and installed by Walther and CIE with a CE plate height of 15,05 m, a plate curtain width of 3,4m and have 76 lanes at a lane spacing of 400mm.

Collected dust is deposited on to CE plates surface area and periodically get dislodged from the plates by applying mechanical impulses or g-forces produced by a rapping system that consist of rapper bars, hammer and anvil system. As the ESP system is operated and used effectively to clean flue gases, some of the components get worn out and need to be replaced on a like-by-like basis.

A predetermined quantity of spares will be kept in Kendal power station stores, so that when the ESP plant is scheduled for maintenance, they can be used to replace the damaged components. To ensure that the replaceable components are readily available, a contract will be established with a suitable supplier to replenish the depleted quantities at their storage locations.

This Works Information details the spare components that need to be supplied, and the requirements Contractor's must adhere to when supplying the components to Kendal power station.

1.1 Scope

This document describes the Works Information for the manufacturing as per the Employer's specification, supply, delivery and offloading to site of spare ESP components, for both running maintenance and outages (IR/GO).

Spare Components include but is not limited to: (See Bill of Material Table 1.0 for complete list)

- CE rapper drive system components (Bearings, shafts, motor & Gearbox, couplings, hammers, anvils)
- DE rapper drive system components (Bearings, shafts, motor & Gearbox, couplings, hammers, anvils)
- DE structure conical insulator heaters
- DE structure conical support insulators
- DE electrical rib insulators at DE rapper drive
- DE rocker arm
- DE rocker arm rear shaft and G-clamps
- Electrical Rib insulators at the earth box
- ESP inlet duct perforated screen (screens 1, 2 and 3)
- Hopper baffle plates replacement
- Hopper agitation rod system components
- Hopper level indicators Perspex glass
- Hopper heaters
- Bolts and Nuts of various sizesetc.

1.1.1 Purpose

The purpose of this document is to provide the Scope of Work (SoW) for manufacturing as per specification, supply, delivery and offloading to site of ESP spares used at Kendal Power Station.

1.1.2 Applicability

This document shall apply throughout Kendal Power Station.

1.2 Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

1.2.1 Normative

[1] ISO 9001 Quality Management Systems

1.2.2 Informative

[1] ISO 14001:2004 - Environmental Management System

[2] ISO 900:2008 - Quality Management Systems – Fundamentals and Vocabulary

[3] 32-95 - procedure manual for Perform occupation Health and Safety

[4] NEC3 - National Engineering Contract

[5] *1017401 - Integrated Risk Management Procedure

1.3 Abbreviations

Abbreviation	Description
AC	Alternating Current
DC	Direct Current
Ea	Each
ESP	Electrostatic Precipitators
HV	High voltage
ISO	International Standard Organization
LH	Left Hand
mA	milliampere
N/A	Not Applicable
NDT	Non-Destructive Testing
NEC	National Engineering Contract
^{o}C	Degree Celsius
OHS	Occupational Health and Safety
PTW	Permit To Work
QCP	Quality Control Plan
QTY	Quantity
RH	Right Hand
SHEQ	Safety, Health, Environment and Quality
SI	International System Of Units (System de International)
SOW	Scope Of Work
UOI	Unit Of Issue

Abbreviation	Description
UOM	Unit Of measure
WPS	Welding Procedure Specification

1.4 Definitions

Controlled disclosure: controlled disclosure to external parties (either enforced by law, or discretionary).

1.5 Roles and Responsibilities

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

The *Purchaser* is responsible to provide the spare component information as well as the scope of the *Works.*

2. Employer's Scope

Manufacture as per specification, supply, delivery and offloading to site the ESP system critical spares components as per the Bill of Materials in Table 1.0, for Kendal Power Station.

3. The Contractor 's Scope

1.1 General Requirements for the Works

The Supplier shall manufacture as per specification, supply, delivery and offloading to site, ESP system critical spares components for Kendal Power Station.

1.2 Detailed Scope of Work

1.2.1 General

1) Several of the items in the Bill of Quantity are not ready made, off the shelf components, and need to be manufactured. The components shall be manufactured to the Employers specifications and standard.
2) Where a design or manufacturing drawing is not available, a manufacturing drawing shall be made by the *Supplier* and submitted to the *Purchaser* for approval before manufacturing commences.
3) A Method Statement shall be compiled for each component in Table 1.0 - Bill of Materials. The Method statement shall be submitted with the tender in table format, and shall consist of the following:
    a. Component
    b. Will it be manufactured In-House or Outsourced
    c. Do Propriety/patent/trade secret apply. (If yes, and motivation submitted, the tender evaluators will accept non-response for d and/or e)
    d. Material
    e. High level manufacturing process
    f. Storage requirements
    g. Packaging requirements
    h. Delivery to site and offloading requirements

i. Safety requirements

j. Quality requirements

k. Environmental requirements

4) The *Supplier* shall submit a Production and Delivery Program with their tender for each component, that shall include the following:

   a. Sourcing of material lead time

   b. Manufacture lead time

   c. Total lead time (from receiving the order for the component to the delivery to site.)

5) The *Supplier* shall submit a Quality Control Plan (QCP) with their tender for the following components:

   a. CE rapper drive spares and their ancillaries.

   b. DE rapper drive spares and their ancillaries.

   c. ESP inlet duct screens

   d. Hopper baffle plates

   e. Hopper pocking rod

6) The *Supplier* must submit with their tender, a valid ISO 3834 accreditation (Quality Management System for Welding) provided or issued by SANAS/SABS accredited entity/body. If a portion of the SoW will be outsourced a valid ISO 3834 accreditation from the sub-contractor should also be submitted.

7) The *Supplier* shall submit with their tender an Organogram showing company structure from top management down to supervisor level. Names and contact details must be provided for all positions listed.

8) The *Supplier* shall submit certified proof of qualifications for Welders and Artisans that will be involved with the manufacturing of the ESP spare components.

9) The *Supplier* shall submit with their tender a Safety, Quality and House-keeping methodology when manufacturing ESP spares. The Methodology shall include a workshop layout with demarcation areas for material handling, equipment location and other logistics.

10) The *Supplier* shall submit with their tender, proof of a (1) Signed Delivery Note and (2) Order Number in a company's letter head with references and contact details of where similar ESP spares were delivered previously, at any industry or Eskom Power Stations

11) The pricing shall be done per component. The Total QTY for 6 units as shown in Table 1.0 below is for information only.

12) The spares shall be supplied as and when required, to replenish the stock at Kendal power station.

Table 1.0 - Bill of material for ESP Critical Spares

Item No.	Stock No.	Description	Document / Reference	Qty	Total QTY for 6 Units	COMMENTS
1	25526	COUPLING, SHAFT: COLLECT ELECTR,60 MM BORE	0.64/41337	10	60	CE Drive System Coupling: 60mm bore male and female
2	25528	COUPLING, SHAFT:60X50 MM BORE		12	72	DE Drive System Coupling: Male 60mm and Female 50mm bore
3	135359	INSULATOR: SUPPORT,25 KV		5	30	Conical DE Support Structure Insulator
4	213507	BLOCK, TERM:250V 15A,2 CIRC,2.5-4 MM SQ		150	900	Terminal Block for conical insulator heaters

5	114700	CLAMP: COLLECTING ELECTRODE,30X41X14 MM		150	900	CLAMPING PIECE: COLLECTING ELECTRODE,30X41X14 MM
6	213501	SET: DISCHARGE SPROCKET BUSH AND BOLT	0.64/6129	160	960	
7	213509	BUSH: RAPPER BAR,24.5X50X51 MM		56	336	BUSH: CE RAPPER BAR,24.5X50X51 MM
8	112806	BUSH: TENSION,16X22X35 MM, STEEL	0.64/6127	2500	15000	
9	197981	PACKING, BULK: SPECIAL M,15MM SQ, TEADIT		600	3600	
10	190209	PACKING, BULK: TEADIT 2202,6 MM		80	480	Pent House Gland Packing for Swing Alignment holes
11	190344	PACKING, BULK: TEADIT 2422, 20MM SQ X 10M		15	90	
12	98432	PACKING, BULK: FLOPAC1477,9.5MM SQ		9.035	54.21	
13	213502	LINKAGE: DISCHARGE ELECTRODE, BOLTED		28	168	LINKAGE 265mm Length (Unit 4): DISCHARGE ELECTRODE, BOLTED
14	213503	SHAFT: STRAIGHT,413 MM LG, STEEL GR EN50A		60	360	DE Rocker Arm Shaft:413 MM LG x 20MM OD, STEEL GR EN50A
15	215121	BOLT: SHOULDER,16 MM,70 MM LG,2 MM, FLAT		70	420	BOLT: ROCKER ARM LINK CONNECTOR BOTTOM,16 MM,70 MM LG,2 MM, FLAT
16	215122	BOLT: SHOULDER,16 MM,95 MM LG,2 MM, FLAT		70	420	BOLT: ROCKER ARM LINK CONNECTOR TOP AND BEARING,16 MM,95 MM LG,2 MM, FLAT
17	215127	BUSH: TENSION,25X32X30 MM, SS SI 7		2500	15600	DE Hammer Outer Bush: TENSION,25X32X30 MM, SS SI 7
18	53063	BUSH: TENSION,25X32X55 MM, STEEL		1500	9600	CE HAMMER OUTER BUSH: TENSION,25X32X55 MM, STEEL
19	215125	ANVIL: RAPPER BAR		10	60	ANVIL: CE RAPPER BAR 80MM LONG X 70MM WIDE
20	53069	HAMMER: RAPPING, STEEL HD,120 MM		2135	12810	DE HAMMER: RAPPING, STEEL HD,120 MM, Mass 2.12Kg
21	53065	HAMMER: RAPPING, STEEL HD,210 MM	0.64/30038	2135	7200	CE HAMMER: RAPPING, STEEL HD,210 MM, MASS 6.2Kg. THIS HAMMERS MUST BE SUPPLIED WITH FITTING INNER BUSHES (STOCK NO. 53064) AS PER DRAWING 0.64/30038.
22	215126	SET: BALL AND FLANGE	0.64/6123	20	240	ESP HOPPER POKING SYSTEM
23	33149	BEARING, SLV; BUSH, ID 45 MM, OD 60 MM	0.64/6127	300	2040	DE FLOATING BEARING, SLV; BUSH, ID 45 MM, OD 60 MM
24	33150	BEARING, SLV; BUSH, ID 45 MM, OD 76 MM, STL	0.64/6127	150	1500	DE FIXED BEARING, SLV; BUSH, ID 45 MM, OD 76 MM, STL
25	33147	BEARING, SLV; BUSH, ID 60 MM, OD 80 MM, STL	0.64/30034	100	1140	CE FLOATING BEARING, SLV; BUSH, ID 60 MM, OD 80 MM, STL
26	33146	BEARING, SLV; TAKE UP, ID 80 MM, OD 120 MM	0.64/30033	100	1140	CE FIXED BEARING, SLV; TAKE UP, ID 80 MM, OD 120 MM
27	33148	BEARING; DISCHARGE ELECTRODE, ID 40 MM	0.64/8357	1100	6600	CHANGE TO CERAMIC DISC PADS

28	0780467	LATTICE 1148 x 2450 PANEL1 USE 6 x 25 mm FLAT BAR		60	504	
29	215124	PLATE: DISTRIBUTION,1150X2460X2 MM, STEEL	DOC: 4122	260	1560	PERFORATED SCEEN WALL No. 3
30	236702	PLATE: DISTRIBUTION,1150X2460X2 MM, STEEL	DOC: 4121	144	864	PERFORATED SCEEN WALL No. 2
31	53068	DE: TUMBLING HAMMER GRIPPER, FFT: ITEMS 4 & 5, DRAWING NUMBER: 0.64/6127	0.64/6127	100	12810	DE: TUMBLING HAMMER GRIPPER, FFT: ITEMS 4 & 5
32	0780464	DE ROCKER ARM		20	600	
33	0780462	DE SPROCKET WHEEL	0.64/6127	10	60	
34	0780466	CE GRIPPER		10	60	CE GRIPPER ONTO A SHAFT
35	0780465	LINKAGE 160mm Pitch Length (Unit 1,2,3,5&6): DISCHARGE ELECTRODE, BOLTED		20	600	
36	0780463	Rocker arm G-Support Clamp		30	300	
37	0780468	DE SPROCKET ARM		25	600	
38	0784922	DE barbed wires		400	2400	

1.2.2 Skill Required

Trade test and and/or recognised qualifications for:

- Mechanical Fitter/Artisan
- Welder and Boiler makers

1.2.3 Documentation Requirements

All documents supplied by the *Supplier* shall be of good quality and shall be subject to the *Purchaser's* approval.

The following documentation to be supplied for each component during delivery of the components:

(1) Material specifications for each component delivered as per order.
(2) QCP of each component delivered as per order.
(3) Manufacturing drawings of components where sample components are provided by Employer

1.3 Tender Returnables

1.3.1 Qualitative Returnables

As per technical evaluation strategy and Section 3.2.1

(1) Company Experience and Capability
   a. Method Statement
(2) Programme for Manufacturing, Packaging, Supply, Delivery, Offloading of Esp Spares
   a. Production and Delivery program
(3) Quality Control Plan
   a. Quality Control Plan (QCP) for the items listed in 3.2.1
(4) Accreditation
   a. Proof of ISO3834 accreditation
(5) Proof of artisans Qualifications
   a. Proof of Fitter &Turner, Welder, Boilermaker qualifications
(6) Equipment and Services
   a. Safety, Housekeeping and Safety methodology
(7) Completed service/s of similar nature
   a. Proof of previous similar work executed

4. Plant Outages

The spares shall be used for both Outages and Opportunity maintenance.

5 Supply Requirements

Delivery Place: Kendal Power Station Stores Receiving.
Working Times: Monday – Thursday, 07:15 – 16:30 and Friday, 07:15 – 12:15.
Delivery Times: Monday – Thursday, 08:00 – 15:30 and Friday, 08:00 – 10:30.
Special after-hours and weekend deliveries may be requested during plant breakdowns and must be agreed in advance with the *Supply Manager*.

Delivery Notes: Each delivery must be accompanied by a delivery note referencing the *Purchaser's* Purchase Order number and the Contract number.
Packing & Preservation: Items shall be suitably packaged and preserved for long-term storage where required. Lifting points, centre of gravity and safe lifting instructions must be marked on heavy items.
Transportation & Insurance: The *Supplier* is responsible for transport to site and for insuring the goods in transit and until delivery and acceptance at Kendal Stores unless otherwise specified in the Contract Data.
Lead Times: The *Supplier* shall state lead times for each item in the tender submission. Emergency or breakdown supply requirements (call-off) must be stated with committed response and despatch times.
Partial Deliveries: Partial deliveries shall be permitted only with prior written agreement of the *Purchaser*.

6 Specification of the *service*s to be provided

The *Supplier* shall provide the following services as part of the supply:

- Factory Acceptance Testing (FAT) and provision of FAT reports and certificates.
- Provision of installation, operation and maintenance manuals in English.

7 Constraints on how the *Supplier* Provides the Goods

7.1 Programming constraints

The *Supplier* is expected to supply a Program for all milestones as outlined on the Scope of Work to the *Supply Manager*. The Program must be updated within 2 days of a reported delivery delay and must be on PDF and Microsoft Project.

7.2 Work to be done by the Delivery Date

Delivery shall be deemed to have been achieved when the *Supplier* has:

- Manufactured the goods in accordance with the accepted drawings and specifications.
- Completed all tests and inspections required by Goods Information and provided the associated test certificates and FAT documentation.
- All supplied spares shall be packaged in such a manner that they will be transported and stored without damage.
- Where possible, packaging to be such that procured spares can be positively identified through the packaging. Where this is not possible, the packaging to be such that it allows opening and closing of packaging and still maintain the packaging integrity thereafter.
- All goods shall be delivered and offloaded at Kendal Power Station Stores Receiving or at the designated storage location, then undergo a Quality Control process, to ensure they meets the required standard and conform to requirements.
- Submitted all required documentation (delivery notes, test certificates, material certificates, manuals) to the *Supply Manager*.

7.3 Marking the *goods*

Each item shall be clearly marked with the Purchase Order number, Contract number, *Supplier* name, Material short description, Material number, Quantity, Delivery note number, item serial number (where applicable) and handling/lifting instructions. Marking shall be durable and remain legible during normal handling and storage.

7.4 Constraints at the delivery place and place of use

1.3.2 Only items stipulated in the *Purchaser's* Purchase Order will be accepted. The *Purchaser* reserves the right to inspect and reject goods which do not conform to the contract requirements. The *Supplier* shall advise the *Purchaser* in advance of any special offloading and lifting equipment required. The *Supplier* shall ensure compliance with site access, security and permit procedures.

1.3.3 Prior to delivery of goods, the *Supplier* should notify the *Purchaser* a day prior to make necessary arrangements for access to Kendal Power Station. The *Purchaser* will provide access to the *Supplier* when the *Supplier* intends or wants to deliver the goods.

1.3.4 *Supplier* must also take note of the following Eskom Life Saving Rules when delivering goods to site:

- **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 a 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 Eskom premises. The violation of this very important safety rule as well as any safety rule while performing work for or on behalf of Eskom may result in Eskom terminating your obligation to perform work in terms of your contract with Eskom. All occupants must wear their safety belts properly, and must never put the shoulder belt under their arm or behind their backs. Drivers and all passengers must buckle-up at all times for the sake of themselves and their families.
- **Rule 4:** Be sober - no person is allowed to work under the influence of drugs and alcohol.
- **Rule 5:** Use a permit to work - where an authorization limitation exists, no person shall work without the required permit to work.

7.5 Services & other things to be provided by the *Purchaser* or *Supplier*

During off loading, the *Purchaser* shall assist with a forklift and overhead crane. The *Supplier* remains responsible for safe offloading.

7.6 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 / MS Teams	*Purchaser* and *Supplier* Representatives.
Risk register	When the need arises	Kendal Power Station / MS Teams	*Purchaser* and *Supplier* Representatives.
Overall contract progress and feedback	Monthly (date and time to be confirmed)	Kendal Power Station / MS Teams	*Purchaser* and *Supplier* Representatives.

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

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

7.7 Documentation control

All documentation submitted by the *Supplier* shall be in English and in electronic (PDF). Drawings and documents shall be issued with revision status. The *Supplier* shall maintain a document register and provide controlled copies of drawings and inspection/test records to the *Supply Manager.* All documents submitted by the *Supplier* shall be of good quality and shall be subject to the *Purchaser's* approval.

7.8 Health and safety risk management

The principal contractor and all appointed contractors will comply with all the legislation, including Eskom health and safety procedures pertaining to this project minimum being:

3.1.1 Occupational Health and Safety act 85 of 1993 and Regulations
3.1.2 Compensation for Occupational Diseases and Illnesses Act 130 of 1993
3.1.3 Basic Conditions of Employment Act 75 of 1997
3.1.4 National Environmental Management Act 1998 (Act 107 of 1998).
3.1.5 Environment Conservation Act 1989 (Act 73 of 1989).
3.1.6 National Road Traffic Act 93 of 1996.
3.1.7 Project SHE Specification provided.
3.1.8 SANS Standards –Contractor shall use the relative standards applicable to the project.
3.1.9 Eskom Plant Safety Regulations
3.1.10 National Disaster Management Act Covid-19

7.9 Environmental constraints and management

The *Supplier* provide Eskom with the copy of:

- Environmental Policy in terms of ISO14001:2015
- A detailed signed Contractor's Environmental Management Plan (EMP) pertaining to site specific activities.
- Waste Management Plan

7.10 Quality

The *Supplier* shall comply with the latest ISO 9001:2015 Quality management systems-requirements. The documented management system shall be available and implemented and effective as per the ISO 9001:2015 QMS standard requirements. The contractor shall meet the minimum requirements stated in the Eskom supplier Quality Management Specification 240-105658000 or QM-58 and ensure that all these requirements are met before contract award/execution as per the QM-58 such as Contract Quality Plan, QCPs and other related procedures or documented information which are required during tendering process.

7.11 Invoicing and payment

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

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

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager;*
- The contract number and title;
- *Supplier*'s VAT registration number;
- The *Purchaser*'s VAT registration number.
- Description of *goods* and *service*s provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

All invoices must be submitted to invoiceseskomlocal@eskom.co.za after the goods have passed the Quality Control processes which include goods receipts.

7.12 Insurance provided by the *Purchaser*

As per Core Clause Z13.1 stated in C1.2 SC3 Contract Data (Data Provided by the *Purchaser*) of this NEC3 SC3 document.

7.13 Contract change management

Any changes to the scope, quantities, delivery dates or specifications shall be managed in accordance with the Contract's change control procedures and the NEC core clauses for compensation events. The *Supplier* shall notify the *Supply Manager* promptly of events which could give rise to a compensation event.

7.14 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier*

The *Supplier* shall keep full and accurate records of Defined Costs and other records required by the contract for a minimum period of five (5) years after final payment, or as specified in the Contract Data. Records shall be available for inspection by the *Purchaser* during normal business hours.

8 Procurement

8.1 Supplier Development Localisation and Industrialisation (SDL&I) Requirements

8.1.1 B-BBEE Requirements

Tenderer is required to improve and/or at a minimum maintain their BBBEE status throughout the contract period.

8.1.2 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

Commodity	Components	Local Content Threshold	Supplier Proposal
Steel	Steel	100%	

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore mandatory and must be tender returnables, if applicable.

8.1.3 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.

Tenderer is required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

8.1.4 Job Creation

Tenderer is required to submit proposal 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.

8.1.5 Skills Development

Skills development is designed to benefit the currently unemployed graduates or those fresh from school: further education and training on campuses and universities.

The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees but only registered learners. This is how it will apply:

- ✓ This obligation will be for the duration of the contract however the supplier needs to demonstrate positive progress monthly.
- ✓ Candidates shall be sourced from previously disadvantage groups in South Africa, particularly at the site where the services will be taking place.
- ✓ The bursary must be for a minimum period of 24 months

Skill type / Occupation	Eskom target	Entry Level	Output	Tenderers Proposal
Bursary to learners at the university/ university of technology	5	1st or 2nd	Bachelor's degree/ National Diploma (whichever applicable)	

NB: Tenderer is encouraged to source candidates from the Kendal Feeder areas for skills development opportunities.

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives Enterprise Development.

8.1.6 SDL&I Penalty and Performance Security

Eskom will apply a penalty of **3%** of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain **3%** 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.

8.1.7 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

8.2 Corporate Social Investment (CSI)

The supplier to propose in percentage or value.

8.3 Spares and consumables

The *Supplier* shall provide details of recommended spares and supply initial quantities as priced in the Price Schedule.

8.4 Other requirements related to procurement

The *Supplier* shall comply with any socio-economic or local procurement requirements stated in the Contract Data.

8.5 Cataloguing requirements by the Supplier

The *Supplier* shall notify the *Purchaser*, if changes do occur on the material part numbers or specifications.

9 List of drawings

1.4 Drawings issued by the *Purchaser*

The drawings will be provided at request, if available, otherwise a sample will be provided.

Kendal Power Station Specific Constraints
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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 *Employer*	The *Project Manager*	The *Contractor*	
ECSC3 – The Engineering and Construction Short Contract	The *Employer*	The *Employer's Representative*		
TSC3 – The Term Service Contract	The *Employer*	The *Employer's Representative*		
TSSC3 – The Term Service Short Contract	The *Employer*	The *Employer's Representative*	The *Contractor*	
PSC3 – The Professional Services Contract	The *Employer*	The *Employer's Agent*	The *Consultant*	

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 *Purchaser*	The *End user*	The *Supplier*	
SC3 – The Supply Contract	The Purchaser	The *Purchaser's Representative*	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 form the site, either temporarily or permanently. He may deny access to the site to any person, whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
j) No unauthorised vehicles are allowed on site. Only the Contracting Party's vehicles with displayed Contract Vehicle Permit disks are allowed on site. Contract Vehicle Permit applications are directed to the contract person representing Eskom Holdings SOC Limited.
k) The Contracting Party is restricted to the areas associated with his place of work. The Contracting Party is forbidden to enter any other areas, and ensures that his employees, subcontractors and/or sub consultants abide by these regulations.
l) Parking inside the Kendal Power Station building is strictly forbidden, except for loading and off-loading purposes.
m) No recruiting of labour, casual or otherwise, may be done on the Kendal Power Station premises, including the area outside the Kendal Power Station main security gate.

Health and Safety:

2.1. Plant Safety Regulations:

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

2.2. Fire Precautions:

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

2.3. Reporting of accidents:

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

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

2.4. Speed limit:

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

2.5. Health and Safety Arrangements:

a) The Contracting Party ensures that all his personnel attend a Health and Safety Induction Course prior to staring with the work. A SHEQ induction session is provided by Eskom Holdings SOC Limited and is valid for the duration of one- (1) year.
b) The Contracting Party complies with the guidelines set out in the provided SHE specification. The Contracting Party shall submit a health and safety file to the client for evaluation and approval by the Safety Risk Department before taking access of the areas associated with his place of work.
c) Kendal Power Station Safety Risk Management reserves the right and authority to visit and inspect the Contracting Party's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
d) The contract person representing Eskom Holdings SOC Limited may instruct the Contracting Party to stop work, without penalty to Eskom Holdings Limited, where the Contracting Party's personnel fail to conform to safety standards or contravene health and safety regulations. The contract person representing Eskom Holdings SOC Limited may cause the Contracting Party to discipline his employees and to submit a disciplinary action report to Eskom Holdings SOC Limited. The Contracting Party implements additional health and safety precautions where necessary.
e) The following Health & Safety requirements are also complied with:
    i) The Contracting Party's proof of registration with the Compensation Commissioner and assessment of payment is verified.
    ii) The Contracting Party demonstrates that all of his/her employees have been made aware and understand the risks and hazards associated with the type of work or activity to be carried out.
    iii) The Contracting Party shall ensure that all employees performing work under his management have been trained and are competent to perform any work allocated to them.
    iv) The Contracting Party demonstrates to Eskom Holdings SOC Limited that he/she is capable of providing adequate free issue (preferably SABS approved) Personal Protective Equipment (P.P.E.) for use by his employees.
    v) The Contracting Party obtains an Eskom OHS Act section 37(2) agreement to be signed at procurement during the signing of the NEC contract, it is the responsibility of the project manager to ensure that the 37(2) agreement is signed and a copy be kept in the contractor file at procurement.
    vi) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are.
    vii) Noisy equipment and tools - no equipment or tools > 105dB (A) are supplied or used by the Contracting Party.
    viii) Contractors - the Principal Contractor (Contracting Party) states if the use of contractor/s are envisaged and who the contractor/s are. Proof is provided to Eskom Holdings SOC Limited that the sub-contractor/s has the necessary competence and resources to carry out the work safely and to ensure that the obligation of care to the environment is exercised.
    ix) The Contracting Party complies with medical examination processes.

2.6. Vehicle and driver safety

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

Transportation of passengers

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

2.7. Eskom Life Saving Rules:

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

The five Eskom Life saving Rules are as follows:

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

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

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

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

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

The following Health & Safety requirements are also complied with:

a) Policy:
Generation Policy GGP 36-941 Rev 0 – "SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF" was issued in February 2008, and all Generation BU's are to comply with it.

b) Standard:

Standard GGS 36-941 Rev 0 - "SAFETY MEASURES AND APPROVED PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC FOR METAL CLAD SWITCHGEAR (UP TO 11Kv) NOT INTERNAL ARC PROOF" was issued in February 2008, and sets out the requirements to ensure safety with this plant.

c) Procedure:

A proper Procedure is required at each Station to ensure that all involved and affected staff are fully aware of the dangers attached to MV and LV Switchgear, and the approved methods of managing the risks involved.

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

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

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

The OHSA states that anyone entering Eskom Holdings SOC Limited's premises must adhere to its set of regulations, i.e. Plant Safety Regulations, as Eskom Holdings SOC Limited is responsible for the Contractor's safety while they are on Eskom Holdings SOC Limited's sites.
It is required that all Contractors must appoint a Responsible Person or an Authorised Supervisor to supervise work done by the Contracting Party.
An Appointed Person can be appointed by the Contracting Party to do isolations if required.

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

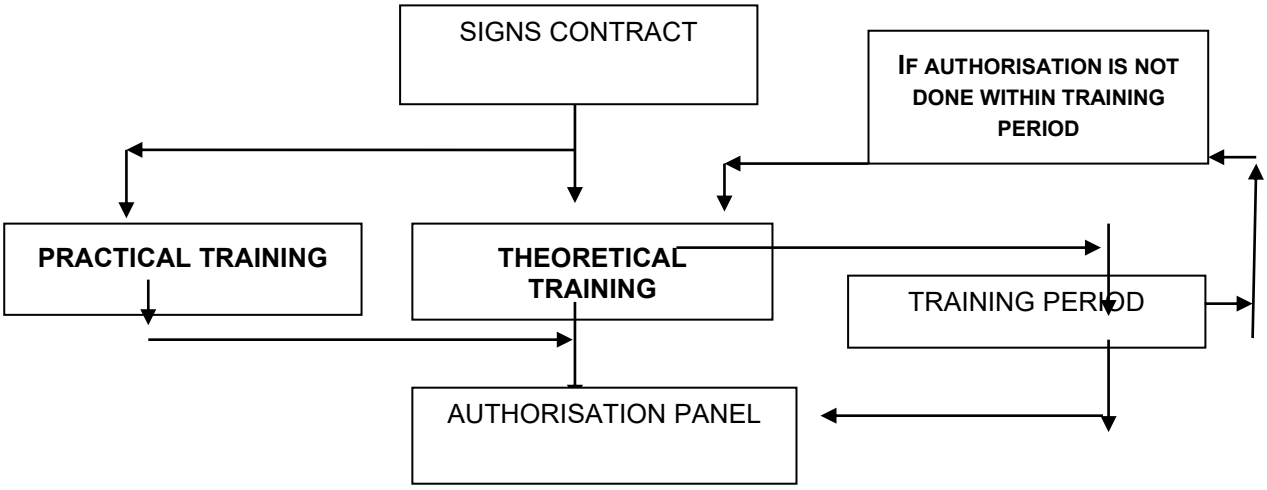
The Contracting Party will identify a person who will represent him as a Responsible Person, Appointed Person and/or an Authorised Supervisor. The Contracting Party may send more than one person for training.
The appointed person/s will be trained by Eskom Holdings SOC Limited. There are two Formal sets of training, i.e. Theoretical Training and Practical Training

2.9.2. Training

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

ii) Theoretical training
During his practical training period, the representative of the Contracting Party must attend a theoretical course of 5 days for a Responsible Person and 2.5 days for an Authorised Supervisor. From the time that the person has written the Exam for the theoretical test to the time that he must appear before the Authorisation Committee is three months.
If he does not appear before the Authorisation Committee during the three months, he must redo the theoretical exam.
The duration and cost for Practical and Theoretical training, as a package, will be determined by Ms Matshego Koto (Legislation Instructor – Kendal Power Station).
He can be contacted at +27 13 647 6999, to arrange for training.
The costs will be handled as a compensation event.

2.9.3. Training process



2.9.3.1 Costs related to training

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

2.9.3.2 Accreditation and validity period and area

A certificate will be issued to the Responsible Person, an Appointed Person and/or an Authorised Supervisor which will be valid for 2 years and it will only be applicable to Kendal Power Station.
If a person who is authorised moves from one Contracting Party to another, his/her authorisation automatically lapses.

2.9.3.3 Contact Person - Kendal Power Station

Ms Matshego Koto (Legislative Instructor - Kendal Power Station) is the custodian at Kendal Power Station for the above training and accreditation and he can be contacted at
Tel +27 13 647 6999.
No work will be done at Kendal Power Station by the Contracting Party if she did not appoint an accredited Responsible Person for Kendal Power Station.

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

Eskom Holdings SOC Limited employs many contractors to work not only on new installations but to a greater extent on existing plant and networks and the contractors are therefore required to comply with Eskom Holdings SOC Limited's relevant regulations.
To enable contractor's staff to be authorized as responsible persons or other authorizations in terms of the ORHVS, PSR, and Directive ESKADAAU4 there has been much speculation as to what the requirements are in terms of the OHS act.
In order to clarify these issues, many discussions with our Legal department and consulting advocates had taken place and the following are minimum requirements to ensure that reasonable steps are taken.

1. It is absolutely necessary at the outset to stipulate in the tender documents what the requirements are in terms of the ORHVS and PSR. These requirements must include (inter alia):
   - Competencies required of the contractor or their employees.
   - What knowledge of the ORHVS and PSR parts thereof, is required by the relevant persons.
   - The scope of the contractor's responsibilities in terms of any authorizations.
   - What the contractor will be required to satisfy with respect to the requirements of the OHS Act.

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

2.11. Barricading / Screens and Scaffolding:

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

2.12. Asbestos (if applicable):

a) All stripping of asbestos material shall be undertaken strictly in accordance with the Kendal Power Station management of asbestos and asbestos containing material work *1018298 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.

b) The contract person representing Eskom Holdings SOC Limited advises the Contracting Party whether areas that are to be stripped of lagging have been identified as containing asbestos. If the Contracting Party is not sure whether lagging contains asbestos, he is to notify Safety Risk Management who will identify whether the lagging contains asbestos.

c) The Contracting Party shall be obliged to ascertain from the contract person representing Eskom Holdings SOC Limited in advance whether areas required to be stripped are non-asbestos. Any contractor, other than the contractor appointed to remove asbestos shall strip lagging material containing asbestos fibres.

d) The contractor appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

3. Construction/ Erection/ Maintenance work on site:

a) The Contracting Party is responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.

b) The Contracting Party is responsible for the safeguarding, care and security of all items whilst in the Contracting Party's custody and control, until completion of the work.

c) The Contracting Party is responsible for all craneage and equipment that is required to complete the work.

d) The Contracting Party is responsible to check and verify correctness of civil work installed by others prior to commencement of installation/erection.
e) The Contracting Party is responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by Eskom Holdings SOC Limited, which are damaged and/or lost while in the Contracting Party's custody and control.
f) The site where the work was done must be clean when the Contracting Party leaves Eskom's premises.

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

a) For the purpose of expediting the work, Eskom Holdings SOC Limited may make facilities and services available to the Contracting Party at no cost to the Contracting Party. The Contracting Party will not receive any reimbursement or make any change to the beneficial use of the facilities or services.

b) Eskom Holdings SOC Limited may allow the Contracting Party, for the execution of the work, the reasonable use of its workshop, cranes, tools and equipment, provided that the Eskom Holdings SOC Limited's own work and business are not interfered with in any manner by such use. The Contracting Party shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages as a result of any act of negligence by the Contracting Party, his employees or sub-contractor while using such workshop, cranes, tools and equipment.
c) The Contracting Party is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by Eskom Holdings Limited which are damaged and/or lost whilst in the Contracting Party's custody and control.
d) The Contracting Party ensures that any one of his employees or subcontractor, operating hoist equipment belonging to Eskom Holdings SOC Limited, is authorised by the Contracting Party.

6. Plant Identification Labels:

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

7. Quality Requirements:

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

8. Waste Disposal:

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

9. Hazardous substances

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

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

10. Environmental Requirements:

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

- Environmental Management System (ISO 14001, 2015)
- Kendal Waste and Recycling Management Work Instruction (*1024102). All waste must be disposed in a legal manner and environmental department must be provided with a waste manifest and safe disposal certificate.
- Non-Conformance, corrective and preventive Action *1017357.

- Environmental Legal and other requirements *1015685.
- Environmental communication *1015692.
- Environmental Management procedure for contractors *1018332.
- The contractor must have an oil spill kit on site and a trained person in oil spillage management.
- The contractor must provide the department with Environmental file which must be checked and approved by environmental department before the contractor can start to work.
- The contractor must report any Environmental incident immediately to environmental department.
- No water shall be drained into the clean water dam/ storm water drains.

11. Contracting Party terms and conditions of employment

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

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

The Contracting Party ensures that:

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

13. Accommodation:

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

14. Messing Facilities:

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

15. Medical Facilities:

Eskom Kendal Power Station Medical Centre and Ambulance assistant facilities are available for incidents occurring within Kendal Power Station Boundaries.
Eskom Kendal Power Station Medical Centre is entitled however to recover the reasonable costs incurred in respect thereof from the Contracting Party.
After-hours all incident must be reported to Kendal Power Station Electrical Operating desk 013 647 6795, Internal Pax 7911.

16. Scrap Removal

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

17. Irregularities

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

1. You may direct any concerns or process related queries, in writing, to the Kendal Power Station Manager.
2. Kindly include the following information with your concerns:

2.1: Enquiry or Purchase orders number (if available).
2.2: Date of enquiry or purchase order.
2.3: Name of person or buyer.

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

   All information will be handled and dealt with extreme confidentiality.

18. Abuse of alcohol and/or intoxicating substances

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

19. Assessment and Invoicing

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

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

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

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

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

Contract number and/or Order number
The word "TAX INVOICE" in a prominent place (preferably at the top of the page)
An individual serial number (tax invoice number)
Name, address and VAT registration number of the Contracting Party *****
Name, address and VAT registration number of Eskom Holdings SOC Limited *****
(Eskom Holdings SOC Ltd, Kendal Power Station - VAT No 4740101508)
Date of issue of Tax Invoice
A full and proper description of goods delivered and/or service/s rendered
Quantity or volume of goods or services supplied *
Where the supply is subject to VAT at the standard rate, the following in Rand:

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

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

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

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

Address where invoices are to be forwarded

invoiceseskomlocal@eskom.co.za

20. Cost Price Adjustment (CPA) implementation

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

21. Invoice price versus order price

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

22. Labour

All labour laws must be adhered to.

C3.2 *SUPPLIER*'S GOODS INFORMATION

This section could also be compiled as a separate file.