Part 3: SCOPE OF WORK

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1. Description of the works

This contract covers maintenance of the Palmford railway line to Tippler yard, siding, overhead traction equipment (OHTE), battery limits and substations

1.1 **Description of Site and Access**

The Site is defined on the Private Siding Drawings which indicate the total siding complex for the Employer. Drawings of the siding will be made available on request.

1.2 **Details of Contract**

1.2.1 Maintenance of Existing Track

The Contract shall include but not limited to the maintenance and defects correction of the private railway siding (Palmford) at daily intervals as scheduled below:

Generally, the maintenance of the private railway siding shall include but not be limited to the following work:

- i) Maintenance of the formation, embankments and drains (side, run-outs, cut-off and culverts) in a clean and tidy condition, removing all weeds and rubbish and desilt sump, reinstate failed embankments, gabions due to erosion/slid and trimming the formation and drains in conformity with the standards to maintain their proper profiles and performances.
- ii) Do assessment and reinstate slipped and eroded embankment.
- iii) Grade gravel road, lay and compact G5 material where there are potholes and when it is required
- iv) Replace or remark all signage on site when markings have faded or damaged. Signage includes kilometres posts, danger signs and stop signs.
- v) Reinstate damaged gabions. Reinstatement includes removal of weathered boulders, installation of filter fabric on excavated areas and use of new galvanized steel wire mesh cages. The average least dimension and maximum dimension of all boulders should be
- vi) 125mm and 250mm respectively. All rock material should be clean, hard and unweathered boulders.
- vii) Desilts sumps and correct topography.
- viii) Pedestrian access maintenance. These are concrete steps implemented on cut section to access the rail platform.
- ix) Do assessment for level crossing and installation of signs where required.
- x) Reinstating drainage systems (drainage along the road, culverts and cattle grid) when they are

covered by silt and vegetation

- xi) Guardrails implementation of Guardrails where required (e.g. bridge parapets, high fills)
- xii) Maintain the drainage system to ensure it does not wash the surface of the road.
- xiii) Correct drainage slope at top of the embankment to slope towards the collections point to avoid embankment failures and remove silt that accommodate at the gabion. Slipped slopes can be reinstated by geofabric materials, gabions, stone pitching, or rip and compact of suitable material. Contractor is responsible to provide a suitable method statement to rectify the slopes.
- xiv) The Contractor controls alien invasive plants and noxious weeds. All control of alien plants and noxious weeds costs are the responsibility of the Contractor.
- xv) Remove vegetations at the rail
- xvi) Maintain proper housekeeping
- xvii) Cutting the grass at the embarkment and near the fence
- xviii) Repair/ replace fence where it is damaged
- xix) Restore ballast where there are white spots to reinstate rail track stability
- xx) Maintenance of the gravel access road alongside the railway line including grading of the surface and adequate drainage.
- xxi) Removing the ballast and screening where necessary (by hand or machine), correcting sleeper spacing, straightening bent rails on straights, correcting curvature of rails on curves, adjusting creep, de-stressing rails and squaring of rail joints. Welding and grinding of rails to correct profile including cutting-in and welding short closure rails. Welding and grinding of rails in turnouts to correct profile. Lifting, packing and boxing in ballast in the tracks, turnouts and stop blocks by hand or by mechanical tamper. Mechanical aligning and tamping of the track according to a programme to be agreed with the Employer's Representative.
- xxii) Removing fish bolts, nuts and fishplates, cleaning them and after greasing and oiling them correctly reinstating them; correctly lubricating all the moving parts of turnouts and painting the buffer blocks of stop blocks and switchboxes of turnouts with a flat white oil paint, and painting clearance markers and sign boards as required. Maintenance, including consumables, of rail lubricators (supply and installation of completely new units excluded).
- xxiii) Fettling the siding by removing any slacks or kinks in the tracks, turnouts or stop blocks. Correcting super elevation, alignment and levels where necessary and tightening all fastenings or fittings.
- xxiv) Maintenance to rail fastenings and joints including alignment of the rails over the existing wagon tipplers.
- xxv) Inspect, maintain and replace damaged signs indicating crossing loops, level crossing and road signage like stop signs, speed signs etc. Cut grass around the signs to make them visible.
- xxvi) The employer reserves the right to issue materials in certain instances, or to request the use of

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materials obtained from maintenance work and the contractor shall use such material without the right to claim any compensation for profit or escalation on such materials supplied by the employer. Upon removal of material from the employer's store it is the contractor's responsibility to protect this material against any loss or damage and all lost or damaged material shall be replaced by the contractor at his own cost. The contractor shall, however, in general be responsible for the supply, storage at his depot and distribution of permanent way materials and ballast required by the contract except for emergency material, which may be supplied by the employer.

- xxvii) At all times, the contractor must hold reasonable minimum amounts of permanent way material and ballast which could be required for the due performance of the contract. The cost of permanent way material required for maintenance work is included in the scheduled rate per kilometre.
- xxviii) the contractor will also be responsible for the day-to-day inspection of the lines when instructed and will supply a track worker (patrolman) to patrol these lines daily.
- xxix) The patrolman must carry at least the following tools with him:
 - > 1 x 450mm shifting spanner
 - > 1 x 2kg hammer
 - > 1 x red flag
 - > 1 x steel brush
- xxx) The duties of the patrolman shall include the following:
 - > On foot patrol of the line daily (approximately 15 km/day).
 - Inspect the track daily and report all defects found during patrol.
 - Tighten loose fastenings and replace broken fastenings or bolts found missing during daily patrol.
 - Inspect fences and level crossings and report daily.
 - Clean and lubricate all moving parts on turnouts daily.
- xxxi) The contractor shall attend to all call outs, emergencies, derailments, accidents, etc, and repair all damage to track. Such work shall form part of maintenance when the contractor is on site for routine maintenance, except for work outside normal working hours which shall be paid at dayworks rates. When the contractor is not on site for routine maintenance the works will be paid at dayworks rates. In principle the contractor shall not handle, lift nor assist in the handling, lifting, removal, etc., of rolling stock and or locomotives.
- xxxii) The contractor shall submit a summary of costs incurred, including materials and consumables, when called out to a derailment, train accident, wash-away or any other event caused by unforeseen circumstances or abnormal weather conditions and these costs shall be submitted to the Employer's Representative for approval. There will be no charge for the contractor's supervisor when called out to any incident. The temporary repair of broken rails with joggle plates at any time of the day or night is included in the maintenance costs.
- xxxiii) The contractor shall comply with the requirements of the private siding maintenance: control guidelines (ref. addendum 1).

- xxxiv)Released permanent way materials arising from the works, shall remain the property of the employer. Said material shall be delivered to the employer's store. Upon delivery the contractor shall obtain a signed receipt for the materials so delivered.
- xxxv) Prior to delivery of said material to the employer's store, the contractor is responsible for loss or damage to the material and any material will be valued and such money will be subtracted from the payment certificate.

1.2.2 Track Sectional Replacement Works

The Contract includes track sections replacement works which are defined as follows:

a) Replacement of continuous lengths of failure to excessive rail wear or excessive corrugations.

b) Replacement of sleepers in continuous sections

c) Re-spacing sleepers in continuous sections for the purpose of increasing the load carrying capacity of the line.

- d) Replacement of ballast in excess of 30% of the specified standard profile.
- e) Replacement of a complete turnout due to excessive rail wear or damage.

The Employer may include upgrading works in the contract under a separate order negotiated with the Contractor or may award a separate contract to be done by others.

All other works shall be included in the track maintenance scope of works.

1.2.3 Maintenance of Existing Overhead Traction Equipment (OHTE which is a 3kv DC system)

The Contract shall include but not be limited to the maintenance and defects correction of the OHTE of the private railway siding at 3-monthly intervals as scheduled below:

Generally, the *Contractor* shall supply all necessary materials and the maintenance of the private siding OHTE shall include, but not be limited to:

- a) Detailed sequence of work
 - Performing H.V. switching, safety testing and earthing of OHTE and transmission lines according to ESKOM – Majuba Power Station Procedures and Transnet Freight Rail Procedures.
 - ii) Working to clearance from "live" high voltage electrical equipment.
 - Working on earthed equipment or "live" D.C. OHTE under specific conditions. All personnel shall be certified by the Engineer and accepted by Transnet Freight Rail (NORMAL, SAFE "LIVE" WORKING on 3kv DC OHTE).
 - iv) Maintenance and replacement of all bonding.

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- v) Changing or adjusting droppers.
- vi) Servicing feeder and parallel clamps.
- vii) Adjusting stagger and striking points.
- viii) Cutting in short lengths (<100m) of contact wire.
- ix) Examining section insulator runners from a ladder.
- x) Adjusting and/or replacing knuckles.
- xi) Replacing diamond crossing (American slip) runners.
- xii) Painting of steady arm tubes or climbing angles with the use of an approved barrier.
- xiii) Examining and maintaining track switches mounted on independent structures.
- xiv) Taking micrometer readings on contact wire from a trestle/ladder.
- xv) Tensioning contact and catenary wire.
- xvi) Removing kinks from contact wire.
- xvii) Working in switched overlaps with switches closed, earth and jumper.
- xviii) Greasing contact wire and fittings.
- xix) Splicing burnt off contact wire.
- xx) Replacing section insulator runners.
- xxi) Changing side strain insulation by an approved method.
- xxii) Changing or moving a vertical bracket piece on tangent track.
- xxiii) Servicing the following on the AC OHTE Portion of the Siding
 - Neutral Sections Phase Breaks (section insulators)
 - Neutral Section Track Magnets
 - Motor Operated Devices (Disconnects and track switches)
 - Weights on the make-offs
- b) General
 - i) Responsibility for all staff when issuing and cancelling work permits and tests permits according to safety instructions. The Employer's Representative's permission is to be obtained in all instances.
 - ii) Determining earth clearance of flash-over faults and repairs.
 - iii) Aligning conductors according to tension and temperature charts.
 - iv) Determining radius and loads of lifting gear when lifting heavy steelwork, drums of wire, etc.
 - v) Rectifying lightning and flash-over problems.
 - vi) Continually assessing the alignment of the catenary system and rectification of any problems.

- vii) Reading circuit diagrams of traction return circuits to collate with signal diagrams to determine bonding requirements and rectification of track faults.
- viii) Using an approved live line tester to ascertain whether the OHTE is live or not.
- ix) Performing any other work associated with the OHTE, sub-stations and transmission lines that fall within the scope of responsibility.
- c) General Remarks
 - i) The Contractor must be available for call out duty after normal hours and shall attend to all emergencies, derailments, accidents, etc., and repair all damage to the OHTE. Such work shall form part of maintenance when the Contractor is on site for routine maintenance, except for work outside normal working hours which shall be paid at Day-works rates. When the Contractor is not on site for routine maintenance the works will be paid at Day-works rates.
 - ii) The Contractor shall submit a summary of costs incurred, including materials and consumables, when called out to a derailment, train accident or any other event caused by unforeseen circumstances or abnormal weather conditions and these costs shall be submitted to the Employer's Representative for approval. There will be no charge for the Contractor's supervisor when called out to any incident.
 - iii) The Contractor must possess an elementary First Aid Certificate, oxyacetylene and push trolley working certificate to cover trestle working on the track while working on the OHTE.
 - iv) Work permits, including details of switching, safety testing and earthing, for the issue of "live" and "dead" clearance working must be obtained from Transnet Freight Rail in accordance with their Works Procedures.
 - v) An employee of the Contractor shall be a qualified linesman as certified by Transnet Freight Rail, with all the relevant courses and certificates. In addition the Contractor must obtain a category "A" red certificate (3kv D.C. "live" working) and a certificate of training must be issued to the employee who has satisfactorily completed the course as per the Safety Instructions, High Voltage Electrical Equipment Parts I and II and trained under direct and general supervision for a period of time on "live" 3 kV D.C. OHTE.

1.2.4 Maintenance of Existing Substations and Transformer Equipment

1.2.4.1 HOLFONTEIN/WITKOPPIES SCOPE OF WORK

a) Transformer Maintenance

- Silica Gel replacements
- Clean/Repair Oil Leaks
- Inspect oil level and top-up when required
- Check and record winding and oil temperatures
- Inspect insulators/bushings for

b) AC and DC Switchgear Maintenance

- Clean and checks
- Switchgear function checks
- Trip test
- speed test
- contact resistance test
- Test protection relays (i.e verify settings and test operation accuracy)

c) Rectifier Maintenance

- Clean and inspect/check
- Diode test
- Insulation test

d) Battery Maintenance

- Clean and visual check
- Test the battery charger
- Verify settings (charging voltages and floating voltages)
- Verify volt meters and current meter functionality

e) Maintenance of the Telecontrol System

- Prove that alarms are sent to the control station
- Prove that alarms are received and processed by the control

f) Substation Yard Maintenance

- Clean and de-weed (and do weed control) in the substation yard
- Clean and check (for leaks damages) in the substation building

g) Sub-station periodic maintenance

Proposed maintenance procedures and their frequencies are indicated in the following table.

Maintenance procedure	Clean exposed	Clean, Lubricate & adiust Mech.	Clean or Replace & Align Contacts	Tighten Connections	Major Overhaul	Clean & Burnish	Lubricate Auxiliary Motors	Replace Dehydrator in Breather	Change Oil in Gear Boxes	Check Liquid Levels
Air Circuit Breakers	6	6		6	#					
Vacuum	6	6		6	#					
Circuit										
PT's	6			6						
CT's	6			6						
CCPD's	6			6						
Surge Arrestors	6			6						
Disconnects & Air	6	6	6	6			4		12	
Break Switches										
Circuit Switches	6			6						
Metal-Clad Switchgear		6		6						
Protection Relays				6		6				
Transformer Conservator Type	6			6				4		2
Station Battery Charger and						2				2
Diode Rectifier Maintenance	2					2				

Number indicates recommended interval times (in Months) between maintenance cycles

Indicates maintenance as and when required depending on quantity and or type of operations

h) Specific Requirements

In addition to those items of maintenance listed in the table, the following maintenance tasks should be performed at the time regular visual inspections are made.

- Test telecom control system and document results
- Eliminate any low spots that have developed in the substation yard
- Remove all debris from the area
- Remove bird nests and other items from the vicinity of energised parts
- Re-instate lighting (replace all burned out light bulbs)
- Clean and refurbish defects in paint and galvanising
- Remove seasonal vegetation growth (hoe or chemical)

1.2.5 Unscheduled Maintenance

Any abnormal conditions that are noted during any inspection of the substation yard or equipment may need to be corrected as soon as possible, depending on the severity of the condition. In some cases the equipment has to be removed from service prior to beginning of maintenance. Some abnormal conditions and possible corrective measures may include the following.

DEFECT	ACTION						
Loose or Corroded Connections	Tighten or replace, depending on condition						
Contaminated Bushings	Clean all exposed surfaces, including casing, porcelain and oil gauges						
Leaking or Damaged Bushings	Repair or Replace						
Deteriorated Insulating Oil	Recondition or Reclaim (Replace)						
Low Pressure of Inert Gas Cushion	Replace gas cylinder if required and check system for leaks, etc.						
Pressure Relief Device Operated	Reset device and determine cause for operation						
Oil Leaks	Repair, tighten, weld, etc. as required						
Sludge or Carbon deposits in Tank	Remove deposits and Clean. Determine cause for deposit (deteriorated oil, internal faults, etc.						

Damaged Items:

In addition to the items discussed it can be anticipated that certain abnormalities will be noted that can only be remedied by replacement of such item:

 Damaged potheads, high-voltage cable, porcelain (bushings, surge arrestors, insulators) and other items subject to high electric stress Failing capacitors, as evidenced by insulating oil leaks around bushings or bases, bulging tanks, blown fuses etc.

Emergency/Call- outs:

The contractor will be on stand-by for emergency call- outs and will be on- site with a work crew within 4 hours of call- out.

1.2.6 OHTE Upgrading Works (Excluded)

The Contract excludes upgrading works which are defined as follows:

- a) Replacement of continuous lengths of contact wire in excess of 100m due to excessive wear.
- b) All works related to the supply of power to the OHTE feed sub-station.
- c) Replacement of concrete masts.
- d) The Employer may include upgrading works in the contract under a separate order negotiated with the Contractor or may award a separate contract to be done by others.

All other works shall be included in the OHTE maintenance scope of works.

1.2.7 Features Requiring Special Attention

1.2.7.1 Emergencies

The Contractor is to attend to all emergencies (derailments, accidents, theft of OHTE, etc.) within a maximum of 6 (six) hours from notification. The Contractor's site manager must be on site within 3 (three) hours to ensure that the correct resources are mobilized. Notification can come from patrolmen or from the Employer's Representative and the time of notification must be recorded by the Contractor. The Contractor shall be on call 24 (twenty four) hours per day including weekends and public holidays. It is estimated that a maximum of 6 (six) hours are needed to put together a track repair team and have it on the site. This team is not for moving derailed stock but for track repair work.

Should any employee of the Employer contact the Contractor directly in an emergency, the Contractor shall contact the Employer's Representative or the Employer's Representative's Representative and confirms action to be taken.

1.2.7.2 Road and Rail Crossings

The Contractor shall be responsible for the erection, placing and removal of all protective measures which may be necessary, and for ascertaining and complying with the requirements of the Employer.

1.2.7.3 Key Personnel

The Contractor shall furnish the Employer and the Employer's Representative with a list of addresses

and telephone numbers of key personnel in the Contractor's organisation who may be contacted in an emergency both during and outside office hours.

1.2.7.4 Site Meetings

The Employer's Representative shall hold regular site meetings as agreed between the Employer's Representative and the Contractor and keep and circulate minutes. The Contractor shall attend and shall ensure that all Subcontractors are represented.

1.2.7.5 Railway Safety Management System

The Employer has a Safety Management System in place in terms of the National Railway Safety Regulator Act, Act No 16 of 2002 and the Contractor shall be required to comply with the Act and provide information as requested by the Employer's Representative from time to time.

1.2.7.6 Site records

The Contractor maintains daily site records of:

- 1. People,
- 2. Equipment (ownership),
- 3. Plant and Material and progress.

Site records are submitted to the Supervisor weekly.

1.2.7.7 Borrow pits for selected and spoil materials

Refer to Site Regulation 6

The borrow pit section used by the Contractor is part of the Working Area.

The Contractor is responsible for sourcing suitable material

The Contractor opens the section allocated to him

The Contractor excavates own material load and transport.

The Contractor provides for material in the borrow pit being wet to saturated.

The Contractor levels dumped spoil.

The Contractor shares the borrow pit with Others.

1.2.7.8 Quality Management and requirements

MAJ QA-005/1 - Quality requirements for engineering and construction works" (ISO 9001). The Contractor allows for Audits by the Employer or his delegate and rectifies any quality deviation immediately at his own cost.

	ENQUIRY/CONTRACT/C	ESKOM RDER QUALITY REQUIREN	IENTS	QM-2/28 (a) Rev 3
CONTRACT NO:		STATION:	Majuba Powe	Station
EQUIPMENT/SERVICE:				
SECTION 1 TO 4 COVERING INTI COMMON TO ALL SPECIFIED RE	RODUCTION SCOPE, REFERENCE	DOCUMENTS, ABBREVIATIO	ONS AND DEFINIT	TIONS ARE
SECTION 5 REQUIREMENTS		Indicate Yes or No as app	licable in box belo	w
				5.1
QUALITY MANAGEMENT SY	STEM			Yes
				5.2
DOCUMENTS TO BE SUBMIT	TED WITH THE TENDER			Yes
				5.3
DOCUMENTS TO BE SUBMIT	TED AFTER THE CONTRACT DATE			Yes
				5.4
CONTRACT QUALITY PLAN	REQUIREMENTS			Yes
				5.5
INSPECTION AND TEST PLA	NS			Yes
				5.6
INSPECTION AUTHORITY (O	HSA EQUIPMENT ONLY)			No
·				5.7
INSPECTION & TESTING				5.7 Yes
RELEASE OF EQUIPMENT				5.8 Yes
DEFECTS, CORRECTIVE AC	TION			5.9
AND STOP WORK ORDERS				Yes
				<u> </u>
APPLICATION FOR DEFECT	ACCEPTANCE			5.10 Yes
QUALITY RECORDS				5.11 Yes
QUALITY RECORDO				
PRESERVATION OF PRODUC				5.12 No
PRESERVATION OF PRODUC				NO
				5.13
DELIVERY				Yes
	NAME	SIGNATURE		Date
PROJECT MANAGER				
CONTRACTOR				
EMPLOYERS QUALITY REPRESENTATIVE				

	ESKOM QUALITY REQUIREMENT ENQUIRY/CONTRACT/ORDER ISO 9000 SERIES				
CONTRACT NO:	STATION: Majuba Power Station				
EQUIPMENT/SERVICE:		(
The following areas of ISO 9000, Se	ies for Quality Management Systems will be applicable as indicated below for this	contract and are			
mandatory	Please Indicate	Yes/No			
4.1 Management Responsibility		Yes			
4.2 Quality System		Yes			
4.3 Contract Review		Yes			
4.4 Design Control		No			
4.5 Document and data Control		Yes			
4.6 Purchasing		Yes			
4.7 Control of customer-Suppli	ed Product	Yes			
4.8 Product Identification and 1	raceability	Yes			
4.9 Process Control		Yes			
4.10 Inspection and Testing		Yes			
4.11 Control of Inspection, Meas	uring and Test Equipment	Yes			
4.12 Inspection and Test Status		Yes			
4.13 Control of non-conforming	Product	Yes			
4.14 Corrective and preventive A	ction	Yes			
4.16 Handling, Storage, Packagi	ig, preservation and Delivery	Yes			
4.16 Control of Quality Records		Yes			
4.17 Internal Quality Audits		Yes			
4.18 Training		Yes			
4.19 Servicing		No			
4.20 Statistical Techniques		Yes			
REQUIREMENTS					
ACCEPTED BY:	NAME SIGNATURE DATE	E			
PROJECT MANAGER					
CONTRACTOR					
EMPLOYERS QUALITY REPRESENTATIVE					

1.2.8 Site management

1.2.8.1 Contractor's management, supervision, and key people

The *Employer* and *Contractor* shall appoint a competent and trained Contract Manager / Employer's Representative with the minimum requirements as listed below, who shall manage all contract related matters and if necessary, may also manage technical issues. Change of this person shall be communicated in writing within one week of such change to the other party.

Minimum Requirements:	Qualification	Related Minimum Experience:	Years:
An appropriate Project Manage Management qualification.	Technical, ment and Development	Railway line infrastructure, Substation, and OHTE maintenance. Management of contracts using NEC	3 years contract management experience

The *Contractor's* Site Managers, with the minimum requirements as listed below, shall manage all site related matters and if necessary, may also manage technical issues. Change of this person shall be communicated in writing within one week of such change to the other party.

Minimum	Qualification	Related Minimum Experience:	Years:
Requirements:			
An appropriate Project Manage Management qualification.	,	OHTE maintenance.	2 Years Site management experience

The *Contractor's* site Manager will be available after hours telephonically. Where the Site Representative is not available due to excessive hours worked, leave or Illness, a suitably qualified alternate must be made available

The *Contractor's* supervisors, with the minimum requirements as listed below, shall be responsible for supervision on site and if necessary, may also manage technical issues. Change of this person shall be communicated in writing within one week of such change to the other party.

Minimum	Qualification	Related Minimum Experience:	Years:
Requirements:			

An appropriate Technical qualification	Railway line infra OHTE maintenance.		Substation,	and	2 Years supervision experience
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The *Contractor's* Contract Manager or Site Manager will be available after hours telephonically. Where the Site Representative is not available due to excessive hours worked, leave or Illness, a suitably qualified alternate must be made available.

All key people undertaking work shall be appropriately trained; Qualified, Skilled and Competent to perform such work and proof thereof must be submitted.

Incidence of poor-quality work and non-adherence to site regulations and procedures will prompt the *Employer* to request the immediate and permanent removal of such person from all site activities.

Additionally, the Supervisor/s must be able to communicate satisfactorily in English and have formal education as per Eskom Job description requirements. If at any time, it is found that the Supervisors' ability to either supervise the workers, practice good communication skills (verbal or written) or exercise competency is lacking, the *Employer* may give instruction for the removal of such person from site

1.2.9 Plant safety Regulations

The employer shall, on request from the contractor, isolate required plant from all sources of danger as described in the Plant Safety Regulations and High Voltage Regulations

Employer shall, on request, make available the copy of the latest revision of the Plant Safety Regulation and High Voltage Regulations to the contractor

The contractor shall conform to all rules and regulations applicable to Plant Safety Regulations and High Voltage Regulations and shall complete work's register prior to the working on the plant

The contractor shall provide at least two persons at all times who are authorised as a responsible person according to Plant Safety Regulations and High Voltage Regulations respectively for accepting the Plant Permits. These persons will be required to attend and pass the theoretical course as well as satisfy the examining committee that he /she is competent before being authorised .Similar authorisations of other Business Unit will not be applicable.

1.2.10 Compulsory Site meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Monthly on last Tuesday of the every month at 13h00	Wynberg Boardroom, or alternate as arranged by secretary	Employer's Representatives, Contractor's Contract Manager, Site Managers, Supervisors and Safety officers
Risk register and compensation events	Monthly on third Tuesday of the month at 13h00	Wynberg Boardroom, or alternate as arranged by secretary	Employer's Representatives, Contractor's Contract Manager, Site Managers, Supervisors and Safety officers
BU Safety and Risk Management Meeting	Monthly at 08h30	Nkanyiso Boardroom, or alternate as arranged by secretary	Employer's Representatives, Contractor's Contract Manager, Site Managers, Supervisors and Safety officers

1.2.11 Transport

The Contractor will be responsible for his own transport on site as well as for standby purposes. No passengers will be allowed on the back of a bakkie even if fitted with a canopy.

1.2.12 Vehicle Safety on Site (Eskom Policy)

The Contractor (including Subcontractors) must:-

- Never disregard road signs, drive recklessly, exceed the speed limit, exceed the alcohol limit or do anything contrary to the National Road Traffic Act while on Eskom Sites.
- Not drive any vehicle, on site, if not in possession of a valid national driver's license.
- Not hold a cellular or mobile telephone or radio in one or both hands or with any other part of the body while driving. A cellular or mobile telephone may only be used while driving if it is fitted with a hands-free device.
- Make sure that all passengers are seated and wear seatbelts at all times.
- Never transport any employee or contractor in the back of an open vehicle without the necessary safety features. This includes LDV's (Bakkies) fitted with canopies.
- Never park a vehicle in such a way that it would be a hazard to other road users.

The Contractor hereby indemnifies the Client (Employer) and holds the Client (Employer) harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Client (Employer) and/or suffered or incurred by the Client (Employer) (as the case maybe) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the Client (Employer) to procure the compliance by the Contractor , its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

The Contractor shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.

The Contractor provides all personal safety equipment.

GENERAL

The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the *Employer* and will be valid for the duration of the *services*.

Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.

The Project Manager shall be entitled to instruct the Contractor to stop work, without penalty to the Employer, where the Contractor's personnel fail to conform to safety standards or contravene health and safety regulations. The Project Manager is entitled to cause the Contractor to discipline his employees and to submit disciplinary action, and submit a report to the Project Manager. The Contractor shall implement additional health and safety precautions where necessary.

The Contractor will provide all his personnel with the required personal protective equipment.

Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.

All Construction Regulation - safety requirements should also be adhered to.

- Safety Plan
- Fall Protection Plan (repairing / replacing of conveying lines using scaffolding)
- 161 and 162 appointments

• Fire Precautions

Any tampering with the *Employer's* fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment must remain accessible at all times.

In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3803.

Take the necessary action to safe guard the area to prevent injury and spreading of the fire.

• Reporting of accidents

The Employer 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 Contractor is expected to fully co-operate to achieve this objective. The Project Manager must be informed immediately of any incidents and any damage to property or equipment must be reported to the Coal and Ash Manager within 24 hours.

NOTE! This report does not relieve the Contractor 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.

• Barricading and screens

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

• Speed Limit

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

1.2.13 Specifications

TITLE	DATE OR REVISION	TICK IF PUBLIC
		AVAILABLE
"Occupational Health and Safety Requirements to be met by Contracto	1993	
and subcontractors employed by Eskom"		
Employer's Health and Safety Requirements	14 June 2005	
Standard Seporo Amendments to Standardised Specifications.	October 2000	
These amendments shall be read in conjunction with the applicabl		
sections of SABS 1200 STANDARDISED SPECIFICATIONS		
Transnet Freight Rail Manual for Track Maintenance (June 2000).	June 2000	
The Transnet Freight Rail Procedures and Guidelines for OHT	January 1986	
Maintenance (EHI 0128.85).		
Add the following:		

Linesman (OHTE) shall have passed the Transnet Freight Ra examination for Push-Trolley Trains Working Test and be in possession of valid certificates.		
SABS 1200DN- Earthworks (Railway Sidings)	October 1998	
SABS 1200NB- Railway Sidings (Track work)	December 1998	
Add the following: Trackmaster (platelayer) shall have passed the Transnet Freight Rail examination for Trackmaster and the Trains Working Test and be in possession of valid certificates.		
Flagman – Shall have passed the Transnet Freight Rail exam for Flagman and be in possession of a valid certificate.		
All tracks shall comply with the requirements of the "Class A – Standard of the Transnet Freight Rail Manual for Track Maintenance (2000) and the Standard Seporo Amendments to the Standardised Specifications – SABS 1200NB Clause 6.1.		
Measurements will be in accordance with the length of the siding tabulated in PS3.1 and PS3.3 and no deductions or additions shall be made for the lengths occupied by turnouts, slips crossings, etc. or OHTE cross-overs and make-offs		
For the purpose of this Contract all specifications included in the Standardised Specifications and Codes of Practice for Civil Engineerin Construction as approved by the Council of the South African Bureau Standards shall apply with the exception of SABS 1200HC (Corrosic Protection of Structural Steelwork).		

2. WORK AND THINGS FOR THE WORKS SUPPLIED BY THE EMPLOYER

"This section describes what the Employer is to supply specifically for the purpose of the works.

The Contractor supplies everything else required to provide the works."

2.1 Survey References, Benchmarks

Permanent benchmark positions, co-ordinates and levels are provided by the Employer. All survey reference details are available from the Majuba Power Station Surveyor.

2.2 Constraints on how the Contractor Provides the Works

Temporary Offices, Sheds Etc.

a) Office for the use by the *Contractor*

No temporary offices for the use of the Contractor's staff are required.

b) Contractor's Sheds, Etc.

The Contractor shall provide, erect, maintain and remove on completion of the Contract, ample temporary sheds for the proper storage of perishable materials and for the use of his workmen.

c) Contractor's Depot

The Employer shall make available a site for the Contractor's depot and the Contractor shall provide all the necessary facilities required in terms of the Contract. The Contractor shall be responsible for the maintenance of the site office and depot area according to the requirements of the Employer.

Sanitary Facilities

No sanitation facilities for the specific use of the Contractor's staff are required.

The Contractor shall provide adequate and approved temporary ablution and latrine facilities for his workmen on site and remove on completion.

Communication Systems

The Contractor shall provide a communication system acceptable to the Employer's Representative for use on site by the Contractor. The Contractor shall pay all charges in connection with the operation and maintenance of this service.

Two-way Radios

The Contractor shall supply two off two-way radios when on-track machines are on site (tamper or screener) to enable communication between the machines and the Employers Control Room.

Housing for the Contractors Staff

No housing is required.

Parking Facilities

No sheltered parking is required.

Protective Clothing

The Contractor shall provide, keep on site and maintain protective clothing conforming to the Employer's safety standards including hard hats, boots, overalls, waterproof jackets, reflective vests/jackets and gloves for the use by his employees.

Measuring Equipment

The Contractor shall provide the following measuring equipment (one each) on the Site for the duration of the Contract:

a) Steel tape 30m long

- b) Steel tape 5m long
- c) Fibre tape 5m long (OHTE)
- d) Geismar rail gauge (1065mm)
- e) OHTE height/stagger gauge.
- f) Lightweight non-metallic surveyors measuring equipment
- g) Dumpy level and suitable tripod
- h) Floodlight (rechargeable battery operated)

The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Employer against any claims in this regard. Upon completion of the whole of the Works the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it always clean.

Requirements for the programme

The Contractor submits a program in Microsoft MS Project.

The program includes:

- a) Activities
- b) Durations in hours
- c) Predecessors
- d) Successors
- e) Total float
- f) No constraints (linking to be done properly)
- g) No resources
- h) No unnecessary calendars

Daily feedback required on progress required for the duration of each task order program.

Progress of the Works

a) The Contractor shall determine the work required in the siding to continuously maintain the standards at the level stated in this Contract and agreed with the Engineer.

b) The Contractor shall provide the Employer's Representative or his Representative with a Programme of Works per quarter before commencing with such Works and shall report the progress of Works on the programme at regular intervals as agreed with the Employer's Representative or his Representative.

c) Any specific requests for work or work priorities by the Employer's Representative shall be included in the Contractor's programmes.

3. SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER

3.1. Potable Water and Water for the Works

3.1.1. NON-POTABLE WATER AND WATER FOR THE WORKS

a) Potable water and water for the Works will be available free of charge from points in the Plant area indicated to the Contractor.

b) The Contractor shall provide all necessary water cartage facilities or obtain authority to install, cross roads etc. and provide temporary reticulations to the sites and provide all necessary temporary plumbing, stand pipes, hoses etc. to provide adequate water for use on the Works including that required by Nominated Subcontractors and for ablution units required in terms of the Contract.

c) The Contractor shall bear all costs in connection therewith including removal and making good in all trades on completion of the Works.

3.2. ELECTRIC POWER AND COMPRESSED AIR FOR THE WORKS

3.2.1. ELECTRIC POWER

No electric power is available, and the Contractor must make his own arrangements for all electric power necessary for the Works.

3.2.2. Compressed Air

a) Compressed air for the Works will not be supplied by the Employer and the Contractor shall make his own arrangements for such requirements.

b) The Contractor shall be responsible for all temporary connections and reticulations including the observance of the Employer's and Municipal safety regulations.

c) The Contractor shall bear all cost in connection therewith including removal and making good in all trades on completion of the Works.

3.3. RAIL FACILITIES

The private siding is not available for the delivery of materials except in the case of ballast if specially arranged by the Contractor to be delivered in Type AY wagons. Access to the siding for on-track machinery such as tampers and screeners must be arranged by the Contractor with the Employer's Representative and the Administration when necessary.

3.4. DELAYS

a) Only climatic conditions in excess of those which can be fairly anticipated from official weather records and which affect the critical path progress of the Works, will be considered by the

Employer's Representative to entitle the Contractor to an extension of time for completion of the Works. The onus shall be on the Contractor to prove such conditions and entitlement.

b) Under no circumstances will standing time be considered or paid for.

3.5. SITE INFORMATION

The railway lines shall be in continuous operation throughout the contract period and the Contractor shall adhere to the Employer's operating procedures with regard to possession and access.

The Contractor is to exercise care when working in the vicinity of existing services. Any damage caused by the Contractor will be repaired to the satisfaction of the Employer's Representative at the Contractor's expense. The Contractor's attention is drawn to the provisions of Clause 3(1) of the Special Conditions of Contract in this regard. The Contractor will also be responsible for veld-fires caused by his workmen, and he shall refund the Employer the amount paid by the Employer resulting from claims for damages in this regard.

4. COMPLETION

4.1. Completion for the Whole of the Works

Completion for the whole of the works means, all of the works are completed.

Disposed materials in the borrow pit are to be spread and leveled to give a free draining smooth surface such as is normally obtained by careful bulldozer operations.

4.2. Take Over

Take over procedures as defined in the document "Quality Requirements for Engineering and Construction Works MAJ-QA-005, latest revision".

5. SITE SERVICES, PROCEDURES AND TITLE TO SITE MATERIALS

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

The entry to site is only approved once the following are adhered to:

- a) The Contractor's safety file is to be approved by the Employer's Safety department
- b) The Contractor's works information requirements including quality requirements are verified and

approved by the Quality Department before commencement of the work

- c) All personnel must undergo screening for criminal records and outstanding warrants
- d) Site-specific induction is to be done by all personnel
- e) Refer to the General Works Information

5.2. Police Clearance

All Contractor personnel are to undertake police clearance. The Contractor provides certificates to the Service Manager at least 2 weeks before commencement of work. The Service Manager reserves the right to refuse entry to all persons whose criminal records indicate that their presence on the site might create an unsafe and insecure environment to Majuba Power Station. The following website can be used to guide the process, <u>http://www.saps.gov.za/services/applying_clearence_certificate.php</u>

5.3. People restrictions, hours of work, conduct and records

- a) Overtime rules should be adhered to as determined by the Department of Manpower
- b) Overtime should be pre-approved by the Employer
- c) All time-sheets are to be kept for records purposes

5.4. Development and Localization Requirements (SD&L)

5.4.1. Recruitment of General Labour

- a) The Contractor recruits 100% of all new recruits, of general labour from Dr. Pixley Ka Seme local municipality, using the recruitment form provided by the department of labour. Contact details and application forms will be provided by the Service Manager on request.
- b) In an event that new recruits are not from the defined Dr. Pixley Ka Seme municipality, the Contractor needs to provide proof that the local municipality could not provide proof of such individual.
- c) The Contractor needs to update the Employer as well as the Department of Labour, in the event that there is a staff compliment, e.g. Dismissal, resignation, etc.
- d) The Contractor submits an updated monthly statistic on the 1st day of each month, using the reporting template that is provided by the Services Manager.

5.5. Others Occupying the Site

During the progress of the works, the Contractor provides reasonable access for Others.

The Contractor shares the Working Area with Others as follows:

Civil, mechanical and electrical contractors on the tippler plant during the tippler outage and maintenance opportunities as per the approved schedule for maintenance.

5.6. Site Regulations and Procedures

Site Regulations

The latest revision Majuba Power Station Site Regulations form part of this contract.

Copies of these procedures are available on request.

(Any additional site regulations implemented will be applicable)

Safety risk management

PART C3: SCOPE OF WORK

LC/30599 "Standard for health and safety at Majuba Power Station - requirements to be met by Contractors".

5.7. On Site Toilets

Permanent toilets to serve the Power Station Terrace area are provided by the *Employer*. All the Contractor's Personnel are expected to make use of these facilities. In work concentration areas remote from the terrace toilets (Like the Ash Disposal Facility Site) or in his yard, the *Contractor* provides service, maintain and remove on completion, temporary sanitary facilities, to the approval of the Project Manager.

5.8. Accommodation

The Contractor provides his own accommodation off site. Only night security is allowed to stay on site at the Contractor's yard.

5.9. Lighting

The Contractor provides temporary local lighting in accordance with the requirements of the Factories Inspector.

No local lighting is provided by the Employer except at Transfer Houses "D" and "E" and the coal stockyard. The Contractor shall provide additional lighting so as to ensure adequate lumination under all working conditions.

6. SUBCONTRACTING

6.1. Local Labour

Local labour is not to be hired at the Majuba Power Station Access gates.

6.2. Preference for BWO's, SMME's and BEE's

Whenever possible all subcontracting work shall be allocated to BWO's, SMME's or BEE's.

7. FINANCAL ACCOUNTS AND RECORDS

The Contractor keeps records and accounts and allows access to such as required by clauses 52.2 and 52.3 of the conditions of contract.

7.1. Assessment and Invoicing

To facilitate payment, the Contractor must ensure the following:

- An official 4500...... Order Number is available BEFORE commencing any work.
- An assessment is jointly completed by the Service Manager / Employer's Representative

and the Contractor and are in agreement of at least the following:

- * Scope completed
- * Quantity completed
- * Value of work completed
- * Yellow Plant equipment used as per daily hour sheets
- * Attendance registers of all employees on site
- * Invoices for work done by sub-contractors

* Invoices for white plant running hours

 A valid tax invoice, based on the assessment is submitted directly to the Accounts Payable Department, Finance Building, Majuba Power Station. Invoices - (the VAT Act)

A valid tax invoice as stated in the **Value-Added Tax Act No 89 of 1991** is an invoice that corresponds line by line to the applicable order, complies with all tax law requirements and is addressed to Eskom Holdings Company for attention, Majuba Power Station.

Particulars to be included on the Supplier'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 Contractor Name, address and VAT registration number of Eskom * *(Eskom Holdings Ltd, Majuba 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

Scanned tax invoices sent by e-mail are not acceptable to Eskom - only original tax invoices will be considered for payment. Address where invoices are to be forwarded The Financial Manager *Att: Accounts Payable Section* Eskom, Majuba Power Station Private Bag X7272 WITBANK 1035

8. LOW SERVICE DAMAGES

The following table depicts the level of performance required of the *Contractor*. Should the *Contractor* be unable to meet these requirements, Low Service Damages will be claimed from the *Contractor* as stated in the column depicting "damages payable by the contractor".

The total Low Service Damages will be limited to 10% per month.

No.	Description	Employer's Requirement	Damages payable by
			Contractor
1	Approval of safety file	Approved within 2 weeks of	R1000.00 per day without
		contract start date.	approved safety file.
2	Approval of Quality	Approved within 2 weeks of	R1000.00 per day without
	Management System	contract start date.	approved quality file.
3	Authorisation of Supervisors	Authorised within 2 months	R750.00 per day without an
		of contract start date.	Authorised Supervisor.
4	Authorisation of Artisans	Authorised within 3 months	R750.00 per day without an
		of contract start date.	Authorised Artisan.

5	Arrival on site for call-out	Within 4 hours of call-out.	R1000.00 per hour of delay or part thereof.
6	Non Attendance of meetings by key personnel (contracts manager, site manager, supervisors and safety officer.	Every listed meeting to be attended	R500.00 per incident.
7	Excessive Task Duration	Within the time specified by Contractor's plan as approved by the Service Manager.	R500.00 per hour of extended duration or 10% of the monthly contract value whichever value is lower
8	Statutory work order violation	No violations	5% of monthly contract value
9	Safety defects notified by the <i>employer</i> not attended to within 24 hours	No violations	1% of monthly contract value
10	Planning information not submitted as required	Work executed without approved Plan	1% of monthly contract value
11	Plant failure after returning from maintenance work and rework.	No delays when returning plant to service or rework	R500.00 per hour of extended duration or 10% of the monthly contract value whichever value is lower
12	Supervision	No Supervision and Management on site during maintenance and breakdowns.	R1000.00 per day without supervision or management presence.

9. LISTS OF CONTRACT DRAWINGS

Drawing No.	Sheet	Rev.	Title
0.66/1	-	10	Majuba Power Station Site Layout
0.66/2	-	15	Majuba Power Station Layout
0.66/3	-	20	Contractors Sites, Water and Electrical Construction Ring Mains
0.66/63	-		Majuba Power Station Location Plan
0.66/121	-		Site Co-ordination Plan
0.66/249	-	Latest	Pipe bedding details
0.66/302	-		Terrace Road Layout
0.66/785	-	9	Road Layout
0.00/1705	-	4	Construction Power Supply
22.66/52084	-	0	Majuba Control Beacons Layout and Co-ordinates
BBB7970	-	6	Private Siding Diagrams/Drawings:
SRC-LC-001	-	0	Level Crossing Detail
SRC-FG-001	-	0	Stock Fence Details
SRC-HG-001	-	0	Height Gauge at Level Crossing

10. Construction Industry Development Board (CIDB)

It will be a condition of contract that:

- The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.
- The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for

Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013

The contractor shall determine the Contract Skills Development Goals (CSDG), expressed in Rand, which shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. For example:

ltem	Description	Percentage (%) Factor	Sub-total of Tender Amount	Amount (Rands)
	Skills Development (CSGD)			
	Minimum Contract Skills Development Goal (CSDG) sum = CE (0.25%) x Subtotal of the tender amount	0.25%	R	R

The contractor shall provide a minimum Contract Participation Goal (CPG) of 0.25% of the total project value and develop targeted enterprises in two agreed developmental areas as per clause 3.2.1 of the Indirect Targeting Standard (Gazette Notice No.36190 of 25 February 2013).

Refer attached SDL&I requirements.

		YES	NO
a) Is there CIDB com	npulsory training?	\checkmark	
Goal % (CSDG)	he Construction Skills Developmen		
	, it will then be mandatory for the su	· · .	
f the answer above is Yes <u>Criteria</u> CSDG Percentage	s, it will then be mandatory for the su Eskom Target 0.25%	upplier to match E	
Criteria	Eskom Target	· · .	
Criteria CSDG Percentage	Eskom Target 0.25%	· · .	

NOTE: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.