

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SCOPE

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1 Description of the services

1.1 Executive overview

Kendal Power Station is required to conduct statutory dam safety inspections in compliance with the Department of Water and Sanitation (DWS) and Section 123(1) of the National Water Act (Act 36 of 1998). This includes periodic dam safety evaluations, conducted by an Approved Professional Person (APP), at prescribed intervals depending on the dam hazard classification.

The station was designed and constructed prior to the promulgation of Government Notice Regulation 704 (GN 704), which introduced requirements to prevent or minimise groundwater contamination, including the lining of pollution control dams. As the majority of the dams at Kendal are currently unlined, there is a need to assess and implement appropriate measures to achieve regulatory compliance.

Kendal operates an integrated water management system comprising the Dirty Water Dam, Emergency Dam, Clean Water Dam, Coal Stockyard Dam, and Maturation Dam. These facilities are used to contain polluted water, manage stormwater, and prevent environmental discharge, with controlled reuse of water for operational purposes. However, the current condition and configuration of these dams, together with the absence of lining in key areas, present potential risks related to seepage, structural integrity, and regulatory non-compliance.

This project therefore combines the statutory dam safety inspections with a feasibility assessment for dam lining and related interventions. The objective is to evaluate the structural condition, compliance status, and environmental performance of the dams, while identifying technically and financially viable solutions to ensure long-term compliance, operational efficiency, and risk mitigation.

This will involve assessing the current structural condition, operational performance, and regulatory compliance of the station dams, and evaluating the technical and financial viability of lining solutions and other remedial measures aimed at preventing seepage, minimising environmental impact, and ensuring compliance with applicable legislation.

The feasibility study must take into account that the power station remains fully operational, and therefore must include an assessment of constructability, sequencing, and the potential impact of proposed interventions on ongoing operations. The APP will further assess and provide recommendations on existing station plans and strategies to improve the condition and performance of the dams.

Dam	Capacity (ML)	Category
Raw Water Reservoirs (1&2)	412	II
Clean Water Dam	90	I
Dirty Water Dam	226	II
Emergency Water Dam	55	I

Table 1: Kendal Power Station Dams for Statutory Safety Inspection

Dam	Capacity (ML)
Raw Water Reservoirs (1&2)	412
Clean Water Dam	90
Dirty Water Dam	226
Emergency Water Dam	55
Maturation dam	
Coal stockyard	

Table 2: Dams to Conduct Lining Feasibility Studies

1.2 Interpretation and terminology

Approved Professional Person (APP)

These are Professional engineers, technologists or technicians who are registered in terms of the Engineering Profession Act (No. 46 of 2000) and approved by the Minister of Water and Sanitation in the Department of Water & Sanitation (DWS) after consultation with the Engineering Council of South Africa (ECSA) and the Dam Safety Office (DSO).

Dam Safety Office (DSO)

The Dam Safety Office, a division of the Department of Water and Sanitation (DWS), is responsible for safeguarding the people, properties, and infrastructure downstream of dams.

High Risk Dams

In terms of Section 117(c) (i) of the National Water Act, 1998, a dam with a safety risk contains, or can store more than 50,000 m³ of water and has a wall with a vertical height of more than 5m.

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
DWS	Department of Water & Sanitation
DSO	Dam Safety Office
APP	Approved Professional Person
NWA	National Water Act
SoW	Scope of Work

2 Specification and description of the services

a) The proposed work will be carried out as outlined below:

- Review of documents pertaining to the station dams, such as, previous dam safety & design base review reports.
- Site visit to all station dams as listed in Table 1, and their associated infrastructure such as channels, silt traps and diversion berms.
- During the site visit, inspection of all dam structures: dam walls, dam embankments, dam crests, spillways, overflow, inlet & outlet structures, attenuation ponds, valve chambers, silt traps/silting basins, and dam lining conditions.
- Prepare and compile report for all station dams using site visit data. The report should address the safety, freeboard, hydraulics, storage capacity curves, seepage collection facilities, recommended remedial measures, technical specifications to address dam leaks, and actions required to improve the conditions of the station dams. The actions should have action plans, elaborating the most feasible approaches to achieving them.
- The report should include photographs, sketches, tables, calculations/analysis, sketches, and any other attachments relating to the report contents.
- The report should meet the requirements & criteria of DWS and other relevant authorities prior to submission. This means copies of the DW19 & DW149E forms with APP recommendations and comments will form part of the attachments.
- The *Employer* will appoint the APP to assess, review, comment on the effectiveness of the strategies, plans and projects concerning station dams and offer recommendations.

b) Submission and Acceptance

The *Contractor* (APP) will send the *Employer* a signed soft (pdf) and hard copy of the station dams compiled report prior submission to DWS and other relevant authorities. Details pertaining to the station dams safety inspection and evaluation and their associated infrastructure, which are not expressly included in this SoW, but which, in the opinion of the APP, will be necessary for the completion and proper execution of the works are to be included by the APP and submitted to the *Employer* for acceptance. All safety critical findings must be communicated to the *Employer* immediately or at the end of that day of inspection.

For structural elements requiring remedial actions, the report shall make use of the condition category and prioritisation on Table 2 for classification.

Table 3: Condition Categories

Category	Description	% Original Condition	Type Remedial Action
1	The plant assets are in excellent condition or have slight evidence of deterioration/deformation, but to an extent that there is no expected reduction in strength.	100	None Required
2	The plant assets have some deterioration/deformation, to an extent that could lead to a slight reduction in strength. Safe use of the plant assets is assured.	95-100	Repaint, tighten bolts, other minor work

3	The plant assets show deterioration/deformation, to an extent that could lead to some reduction in strength and safe use of the plant assets. Repair must receive attention in maintenance scheduling.	75-95	Repair, repaint, tighten bolts, other minor work
4	The plant assets show severe deterioration/deformation, to an extent that could lead to a major reduction in strength and result in an unsafe use of the plant asset and/or continued use of the plant asset will result in Environmental contraventions. The structure should not be exposed to full load. Urgent attention must be given to repair.	50-75	Repair or replace components
5	The plant assets show severe deterioration/deformation, to an extent that could lead to little or no useful residual strength. Safe use of the plant is impossible and/or continued use of the plant asset will result in Environmental contraventions. The structure should not be exposed to any operating loads (where required to be barricaded off for safety reason). Urgent attention must be given to repair.	< 50	Repair or replacement of components required urgently

Table 4: Prioritisation of Elements

Priority	Description
X	Where a plant asset or portion thereof cannot be used for its intended purpose in its current condition, but may not be required to be used for some time, it must be recorded as Priority X.
A.	All members in condition category 5, any primary structural members in conditions category 4, and any other members where the deterioration leads to risk to personnel safety must be recorded as Priority A. Repair or replacement of the structural members, or other recommended work, requires urgent, immediate action.
B.	All secondary or tertiary members in condition category 4, and any other structural members requiring repair or replacement in the short term must be recorded as Priority B. Repair or replacement of the structural members, or other recommended work, should be scheduled as soon as possible, but not later than one year from date of this report.
C.	All secondary or tertiary members in condition category 4, and any other structural members requiring repair or replacement in the short term must be recorded as Priority B. Repair or replacement of the structural members, or other recommended work, should be scheduled as soon as possible, but not later than one year from date of this report.

The *Employer* requires seven (7) days for reviewing and commenting on the report prior submission to DWS and relevant authorities. The review date, however, will depend on the amount of work supplied at the given time. After *Employer* review & acceptance, the APP will submit the report to the DWS and other relevant authorities.

c) Feasibility Study Scope of Work – Dam Lining

Technical Viability and Constructability

- Assess suitable dam lining options (e.g. geomembrane, concrete, clay liners) based on site conditions and dam functionality.
- Evaluate the compatibility of proposed lining systems with existing dam infrastructure and materials.
- Develop preliminary design concepts for selected lining options.
- Assess constructability within an **operational power station environment**, including:
 - Access constraints and site logistics
 - Construction sequencing and phasing
 - Working within confined or partially dewatered conditions

- Identify requirements for temporary works (e.g. diversion systems, bypass pumping, temporary storage).
- Evaluate the need for partial or full dam dewatering and associated risks.
- Assess the impact of construction activities on **ongoing station operations**, including:
 - Production constraints
 - Water management system performance
 - Required outages or operational adjustments
 - Propose mitigation measures to minimize disruption to operations during implementation.

Economic Assessment

- Develop high-level capital cost estimates for each feasible lining option, including:
 - Materials and installation costs
 - Temporary works and enabling infrastructure
- Estimate operational and maintenance (O&M) costs over the lifecycle of each option.
- Conduct a lifecycle cost analysis comparing different lining alternatives.
- Identify potential cost risks and uncertainties.
- Provide a cost-benefit analysis, considering:
 - Reduction in seepage losses
 - Improved compliance
 - Avoidance of environmental penalties or remediation costs

Environmental Assessment

- Evaluate potential environmental impacts associated with current unlined conditions (e.g. seepage, groundwater contamination).
- Assess environmental benefits of implementing lining solutions.
- Identify potential environmental impacts during construction, including:
 - Disturbance of existing materials and sediments
 - Handling and disposal of contaminated materials
- Recommend mitigation measures to minimise environmental risks during construction and operation.
- Ensure alignment with applicable environmental legislation and licence conditions.

d) Desktop Studies

Hydrogeological Assessment

- Review existing hydrogeological data and groundwater monitoring records.
- Assess seepage pathways and potential groundwater contamination risks.
- Evaluate the impact of lining on groundwater flow and quality.

Geotechnical Investigation

- Review existing geotechnical information and conduct additional investigations if required.
- Assess foundation conditions and suitability for lining installation.
- Identify geotechnical risks (e.g. settlement, slope stability, subgrade preparation requirements).

Engineering LiDAR and Bathymetric Survey

- Conduct LiDAR surveys to capture accurate topographical data of the dam and surrounding areas.
- Perform bathymetric surveys to determine dam profiles, sediment levels, and storage capacity.
- Develop updated as-built models to support feasibility analysis and preliminary design.

Geophysical Studies

- Undertake geophysical investigations to identify subsurface conditions, voids, seepage zones, and anomalies.
- Support the assessment of dam integrity and foundation conditions.

Deliverables

- Feasibility Study Report including:
 - Technical assessment of lining options
 - Constructability and operational impact assessment
 - Cost estimates and lifecycle analysis
 - Environmental considerations
- Recommended preferred option with justification
- Preliminary implementation strategy, including phasing and high-level programme
- Risk assessment and mitigation measures

3 Constraints on how the *Consultant* Provides the Services.

3.1 Management meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	To be confirmed	MS Teams / Kendal Power Station	<i>Employer and Consultant</i>
Overall contract progress and feedback	To be confirmed	MS Teams / Kendal Power Station	<i>Employer and Consultant</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* 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.

3.2 *Consultant's key persons*

The *Consultant* shall appoint suitably qualified, competent, and experienced key persons to execute the services in accordance with the requirements of this contract. The *Consultant* shall ensure that all key personnel remain available for the duration of the contract unless otherwise approved by the *Employer's Agent*.

Prior to commencement of the services, the *Consultant* shall submit an organisational organogram indicating all proposed key personnel, their roles and responsibilities, reporting lines, communication channels and interfaces with the *Employer*. Where the *Consultant* is operating as a Joint Venture, the organogram shall clearly indicate the participating entities and allocation of responsibilities between the parties.

The *Consultant* shall submit the following details for all key personnel:

- Full names and designation;
- Contact details including telephone numbers and email addresses;
- Qualifications and professional registrations;
- Curriculum Vitae detailing relevant experience;
- Proof of competency and statutory registrations where applicable.

The *Consultant* shall ensure that all key persons maintain effective communication and shall immediately notify the *Employer's Agent* in writing of any changes to contact details, reporting structures, or personnel replacements.

3.3 Provision of bonds and guarantees

Not Applicable

3.4 Documentation control and retention

3.4.1 Identification and communication

The *Consultant* shall implement and maintain an effective document control system for the duration of the contract to ensure proper identification, tracking, storage, retrieval, revision control, distribution and retention of all contract documentation.

All documents and correspondence issued under this contract shall be uniquely identified using an alphanumeric document numbering system approved by the *Employer's Agent*. As a minimum, the document numbering system shall indicate the following:

- Project or Contract Identifier;
- Originator/Source;
- Recipient;
- Discipline or document type;
- Sequential communication or document number;
- Revision number;
- Date of issue.

All formal contractual communications shall be issued as properly compiled letters, forms, notices, reports, drawings, or schedules attached to electronic mail correspondence and not communicated solely within the body of an email message.

All contractual notices, instructions, submissions, compensation event notifications, acceptance requests, technical queries and related communications shall comply with the communication procedures and routing requirements stipulated in the Conditions of Contract.

3.4.2 Retention of documents

In accordance with Clause 13.6 of the PSC3 contract, the *Consultant* shall retain copies of all drawings, specifications, reports, calculations, correspondence, inspection records, photographic evidence and other documents which form part of or record the Services.

The form in which these documents are to be retained is as follows:

- All draughting shall be performed strictly in accordance with 240-86973501 Eskom Engineering Drawing standards
- Drawings shall be created/drawn natively in Microstation V8 with no exceptions
- Drawings converted to Microstation from any other CAD package will not be accepted
- Reports and Specifications: PDF (searchable and digitally signed)
- Calculations: Native format (e.g., Excel, Mathcad) and PDF
- Inspection Records and Checklists: Digitally completed forms (e.g., Excel/PDF)
- Photographic Evidence: High-resolution JPEG or PNG
- Correspondence: PDF of signed letters and relevant email threads (emails saved as PDF with metadata if applicable)
- Databases/Registers: Excel or CSV with a PDF snapshot summary

All documents shall be stored in a secure digital format, using a structured and version-controlled document management system, with appropriate metadata for search and traceability.

The *Consultant* shall retain all such documents for the period stated in the Contract Data, which is:

Minimum of five (5) years after completion of the whole of the services, unless otherwise stated.

The *Consultant* must ensure that the documents are readily retrievable and accessible to the *Employer* upon reasonable request, during and after the contract period, and must ensure their protection from unauthorized access, loss, or damage.

3.5 Records and forecasting of expenses

The *Consultant* shall maintain complete, accurate and up-to-date records of all expenses, costs, disbursements and resources associated with the execution of the services in accordance with the Conditions of Contract and applicable NEC Professional Service Contract requirements.

Where applicable under the contract option, the *Consultant* shall provide forecasts of expenses and anticipated cost commitments for the remaining duration of the services to enable effective financial monitoring and budget management by the *Employer*.

The *Consultant* shall, as a minimum, maintain and make available the following records:

- Timesheets for all personnel engaged on the services;
- Labour cost records;
- Travel and accommodation expenses;
- Plant, equipment and specialist service costs;
- Subconsultant and subcontractor costs;
- Invoices, receipts and supporting documentation for reimbursable expenses;
- Progress measurement records;
- Cost forecasts and cash flow projections;
- Records of compensation events and associated cost impacts where applicable.

The *Consultant* shall submit updated cost forecasts and cash flow projections on a monthly basis, or at such intervals as instructed by the *Employer's Agent*, indicating:

- Actual expenditure incurred to date;
- Forecast expenditure for the remaining services;
- Anticipated final cost;
- Variances against the accepted budget or Prices;
- Risks and potential events which may impact cost or programme.

All forecasts shall be supported by sufficient detail and shall reflect the current status of the services, planned activities, compensation events, emerging risks, and any expected changes affecting the cost of the services.

The *Employer* reserves the right to audit all financial records and supporting documentation related to the contract at any reasonable time during the execution of the services and during the document retention period.

3.6 Invoicing and payment

The *Consultant* shall address the tax invoice to **invoiceslocal@eskom.co.za** and include on it the following information:

- Name and address of the *Consultant* and the *Employer's Agent*;
- The contract number and title;
- *Consultant's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- *Consultant's* Bank Account Number

3.7 Contract change management

The *Consultant* shall implement and maintain a contract change management system in accordance with the NEC Professional Service Contract and Eskom procedures. All changes affecting the Scope of Work, Prices, Completion Date, Key Dates, or service delivery shall be managed through the compensation event process. The *Consultant* shall promptly notify the *Employer's Agent* of any matter that may result in a compensation event, delay, additional cost, or change to the services. No change shall be implemented without written instruction or approval from the *Employer's Agent*.

All compensation event notifications and quotations shall be submitted using the *Employer's* standard forms and shall include:

- Description of the change;
- Time and cost implications;
- Impact on the programme and services;
- Associated risks and mitigation measures;

- Supporting records and calculations.

The *Consultant* shall maintain an updated compensation event register reflecting the status of all contract changes and shall ensure that approved changes are incorporated into the programme, forecasts and contract records.

No verbal instruction shall constitute an approved contract change unless confirmed in writing by the authorised person in terms of the Conditions of Contract.

3.8 Inclusions in the programme

The *Consultant* shall prepare and submit a detailed programme in accordance with Clause 31.2 of the NEC Professional Service Contract. The programme shall clearly demonstrate the planned execution of the services and shall take into account the activities, constraints, interfaces and operational requirements of the *Employer* and Others.

The *Consultant* shall allow in the programme for:

- *Employer* review and acceptance periods for reports, drawings, and submissions;
- Access restrictions and permit requirements within the operational power station environment;
- Coordination with Eskom operations, maintenance, engineering and safety personnel;
- Site inspections, surveys, investigations, stakeholder engagements and statutory approval processes;
- Safety induction training and mobilisation activities;
- Time required for submission, review and acceptance of deliverables by the *Employer* and relevant authorities.

The programme submitted by the *Consultant* shall, as a minimum, indicate:

- The order and timing of all activities and deliverables;
- Key Dates and Completion Date;
- Planned resources and resource loading;
- Critical path activities;
- Float and time risk allowances;
- Interfaces with the *Employer* and Others;
- Dates for submission and acceptance of documents and reports;
- Planned meetings, inspections, workshops, and review sessions;
- Statutory approval milestones and anticipated response periods;
- Early warning and compensation event activities where applicable.

The *Consultant* shall update the programme monthly, or as instructed by the *Employer's Agent*, to reflect actual progress, accepted changes, compensation events, delays, and revised forecasts.

All programmes shall be submitted in both PDF and editable electronic format acceptable to the *Employer*.

3.9 Quality management

3.9.1 System requirements

The *Consultant* shall establish, implement, and maintain an effective Quality Management System (QMS) for the duration of the contract in accordance with Clause 40.1 of the NEC Professional Service Contract.

The Quality Management System shall, as a minimum, comply with the requirements of ISO 9001 or an equivalent recognised quality management standard acceptable to the *Employer*.

The *Consultant* shall ensure that all services, deliverables, reports, inspections, assessments, designs, calculations, and recommendations are executed in a controlled and systematic manner to achieve the required quality standards and contractual requirements.

The *Consultant's* Quality Management System shall include, but not be limited to, the following:

- Quality policy and objectives;
- Document and records control procedures;
- Procedures for review, verification, and approval of deliverables;
- Inspection and quality control processes;
- Non-conformance management and corrective action procedures;

- Internal quality audits and monitoring;
- Management of subcontractors and specialist service providers;
- Competency and training management for personnel involved in the services;
- Risk-based quality planning and continuous improvement processes.

Prior to commencement of the services, the *Consultant* shall submit the following for acceptance by the *Employer*:

- Quality Management Plan;
- Project-specific Quality Control Plan (QCP);
- Organogram indicating quality responsibilities;
- Inspection, review, and verification procedures where applicable.

The *Consultant* shall ensure that:

- Only suitably qualified and competent personnel perform the services;
- All deliverables are reviewed and verified prior to submission;
- All non-conformances are identified, recorded, investigated, and corrected promptly;
- Quality records are maintained and made available for audit by the *Employer*.

The *Employer* reserves the right to conduct quality audits, inspections, and reviews of the *Consultant's* Quality Management System and related records at any reasonable time during the execution of the services.

3.9.2 Information in the quality plan

The *Consultant* shall submit a Quality Policy Statement and a project-specific Quality Plan in accordance with Clause 40.2 of the NEC Professional Service Contract prior to commencement of the services.

The Quality Plan shall detail the quality management systems, procedures, controls, responsibilities, and resources that will be implemented to ensure compliance with the contract requirements.

As a minimum, the Quality Plan shall include:

- Quality objectives and policy statement;
- Organogram and quality responsibilities;
- Document and records control procedures;
- Review and approval procedures for deliverables;
- Inspection and audit procedures;
- Non-conformance and corrective action procedures;
- Subcontractor quality management;
- Communication and reporting arrangements;
- Change and revision control procedures;
- Personnel competency requirements;
- Quality records and registers.

The *Consultant* shall maintain and update the Quality Plan throughout the contract period. No work shall commence until the Quality Plan has been reviewed and accepted by the *Employer*.

3.10 The Parties use of material provided by the *Consultant*

3.10.1 *Employer's* purpose for the material

The *Employer* shall have the right to use all material, documents, reports, drawings, calculations, specifications, data, models, studies, recommendations and other information provided by the *Consultant* for purposes related to the operation, maintenance, management, modification, refurbishment, compliance, future planning, procurement, construction and improvement of Kendal Power Station and its associated infrastructure.

The material may further be used by the *Employer* for:

- Statutory and regulatory submissions;
- Technical evaluations and decision-making;
- Feasibility assessments and project implementation;

- Future maintenance and operational planning;
- Tendering and procurement purposes;
- Risk management and compliance monitoring;
- Record keeping and asset management purposes.

The *Employer* may also provide such material to its employees, professional advisors, contractors, consultants, regulatory authorities and other authorised third parties for purposes associated with the *Employer's* operations and projects.

3.10.2 Restrictions on the *Consultant's* use of the material for other work

The *Consultant* shall not, without the prior written approval of the *Employer*, use, reproduce, distribute, disclose, or make available any material, documents, reports, drawings, calculations, data, photographs, models, specifications, or information prepared or developed under this contract for any purpose unrelated to the services.

The *Consultant* shall treat all information and material related to the contract as confidential and shall ensure that such material is not used for:

- Other projects or contracts;
- Marketing or promotional purposes;
- Publication in technical papers, journals, or presentations;
- Training material or benchmarking exercises;
- Sharing with third parties not authorised by the *Employer*.

The *Consultant* shall further ensure that all subcontractors, specialists, and personnel engaged in the services comply with the same confidentiality and usage restrictions.

The restrictions stated above shall remain applicable after Completion or termination of the contract unless otherwise agreed in writing by the *Employer*.

3.11 Health and safety

The *Consultant* shall comply with all applicable health, safety, environmental and security legislation, Eskom policies, standards, procedures, and site-specific requirements for the duration of the contract.

The *Consultant* shall act in accordance with Clause 25.4 of the NEC Professional Service Contract and shall ensure that all personnel engaged in the services perform their duties in a safe and responsible manner while on Eskom premises.

The *Consultant* shall, as a minimum:

- Comply with the Occupational Health and Safety Act (Act 85 of 1993) and all applicable regulations;
- Comply with Eskom Life Saving Rules, Plant Safety Regulations, SHEQ requirements, and site-specific safety procedures;
- Ensure that all personnel attend mandatory site safety induction training prior to commencing work;
- Ensure that all personnel are medically fit and competent to perform the required services;
- Provide and maintain appropriate Personal Protective Equipment (PPE);
- Conduct task-specific risk assessments and implement appropriate control measures prior to commencing any work;
- Ensure that all incidents, near misses, unsafe acts, and unsafe conditions are reported immediately to the *Employer*;
- Maintain good housekeeping standards at all times;
- Ensure compliance with permit-to-work requirements where applicable.

The *Consultant* shall submit the following prior to commencement of the services:

- SHE Policy;
- SHE Plan;
- Risk Assessments and Method Statements where applicable;
- Proof of medical fitness for personnel accessing site;
- Proof of competency and statutory training where required.

The *Employer* reserves the right to stop any activity which is considered unsafe or non-compliant with Eskom health and safety requirements.

Where the *Consultant* performs inspections, assessments, studies, or design activities, the *Consultant* shall ensure that health and safety risks associated with operation, maintenance, constructability, and implementation are considered and incorporated into the recommendations and deliverables produced under the contract.

3.12 Procurement

3.12.1 BBBEE and preferencing scheme

The *Consultant* shall comply with all applicable Broad-Based Black Economic Empowerment (B-BBEE) legislation, Eskom procurement policies, and any applicable preferential procurement requirements for the duration of the contract.

The *Consultant* shall maintain the B-BBEE status level declared at tender stage throughout the execution of the contract and shall immediately notify the *Employer* of any changes affecting its B-BBEE status or ownership structure.

Where subcontracting or procurement of goods and services is required, the *Consultant* shall, where reasonably possible:

- Promote participation of black-owned, black women-owned, youth-owned, and designated group enterprises;
- Support localisation and supplier development objectives;
- Procure from qualifying local suppliers and service providers;
- Provide opportunities for skills development, mentorship, and capacity building.

The *Consultant* shall maintain records of all subcontracting and procurement activities related to B-BBEE and preferential procurement commitments and shall submit reports to the *Employer* upon request.

The *Employer* reserves the right to audit and verify the *Consultant's* compliance with B-BBEE commitments, subcontracting arrangements, and preferencing scheme requirements throughout the duration of the contract.

3.12.2 Other constraints

The *Consultant* shall ensure that all personnel employed for the execution of the services comply with Eskom site access, security, safety and conduct requirements for the duration of the contract.

The following additional constraints shall apply:

- All personnel shall undergo security screening and access control procedures as required by Eskom;
- Personnel shall comply with Eskom's Code of Conduct, site rules, and disciplinary requirements;
- The use of alcohol, illegal substances, or possession of dangerous weapons on site is strictly prohibited;
- The *Consultant* shall ensure that all personnel are medically fit and competent to perform the required services;
- Personnel shall possess valid statutory certifications, professional registrations, licences, and authorisations applicable to their duties;
- The *Consultant* shall comply with all labour legislation and employment requirements applicable in the Republic of South Africa;
- No personnel shall be permitted to commence work on site without completion of mandatory Eskom induction training and required authorisations;

- The *Consultant* shall ensure compliance with the Protection of Personal Information Act (POPIA) when handling Eskom or third-party information;
- The *Consultant* shall ensure that all personnel maintain professional conduct and do not interfere with station operations.

The *Employer* reserves the right to deny site access or request the removal of any person who fails to comply with the above requirements or whose conduct is deemed unsafe, inappropriate, or non-compliant with Eskom requirements.

3.12.3 Preferred subconsultants

Not Applicable

3.12.4 Subcontract documentation, and assessment of subcontract tenders

The *Consultant* shall obtain prior written acceptance from the *Employer* before issuing enquiries, inviting tenders, or appointing any subcontractor related to the services under this contract.

Where subcontracting is required, the *Consultant* shall utilise NEC3-based subcontract documentation wherever reasonably practicable to ensure alignment with the principles, procedures, and risk management approach of the main contract.

All subcontract documentation shall, as a minimum:

- Clearly define the scope of work and deliverables;
- Include applicable Eskom SHEQ, security, and operational requirements;
- Include quality management and reporting requirements;
- Include applicable programme and performance requirements;
- Incorporate confidentiality and POPIA obligations where applicable;
- Require compliance with all applicable legislation and statutory requirements.

The *Consultant* shall ensure that subcontract tenders are:

- Issued to suitably qualified and competent service providers;
- Evaluated in a fair, transparent, and auditable manner;
- Assessed against predefined technical, commercial, SHEQ, and B-BBEE criteria;
- Evaluated for capability, experience, resources, compliance, and ability to meet programme requirements.

The *Consultant* shall prepare a tender evaluation report or joint recommendation report for submission to the *Employer* where required. The report shall include:

- List of tenderers invited and responses received;
- Technical and commercial evaluation results;
- SHEQ and compliance evaluation;
- B-BBEE evaluation where applicable;
- Risks and clarifications identified during evaluation;
- Recommended subcontractor and motivation for appointment.

No subcontract award shall be made without written acceptance by the *Employer* where such approval is required in terms of the contract.

The appointment of subcontractors shall not relieve the *Consultant* of any obligations or liabilities under the contract, and the *Consultant* shall remain fully responsible for the performance, quality, conduct, and management of all subcontractors.

3.12.5 Limitations on subcontracting

The *Consultant* shall not subcontract the whole of the services under this contract and shall remain fully responsible for the execution, management, coordination, and performance of the services.

Subcontracting shall be limited to specialist services, investigations, surveys, testing, or activities requiring specialised expertise, equipment, statutory approvals, or professional registrations not reasonably available within the *Consultant's* organisation.

The *Consultant* shall not subcontract more than thirty percent (30%) of the total contract value without the prior written approval of the *Employer*.

The following services may only be subcontracted to suitably qualified and Employer-accepted specialist service providers where applicable:

- Geotechnical investigations;
- Hydrogeological assessments;
- Geophysical investigations;
- LiDAR and bathymetric surveys;
- Accredited laboratory testing;
- Specialist environmental assessments;
- Specialist dam safety inspections and related statutory services.

The *Consultant* shall obtain prior written approval from the *Employer* before appointing or replacing any subcontractor.

The *Consultant* shall ensure that:

- All subcontractors comply with the Conditions of Contract and Eskom requirements;
- Subcontracting arrangements do not compromise quality, programme, safety, or contract performance;
- Adequate supervision and coordination of subcontractors are maintained at all times.

The appointment of subcontractors shall not relieve the *Consultant* of any obligations, liabilities, or responsibilities under the contract.

3.12.6 Attendance on Subconsultants

The *Consultant* shall provide all necessary supervision, coordination, management, and attendance required for the effective execution of services performed by subconsultants and specialist service providers engaged under the contract.

Attendance on subconsultants shall include, but not be limited to:

- Coordination of subconsultant activities with the overall programme and services;
- Provision of access to site, permits, and work areas where applicable;
- Coordination of safety, security, and induction requirements;
- Management of interfaces between subconsultants, the *Employer*, and Others;
- Review and acceptance of subconsultant deliverables prior to submission to the *Employer*;
- Monitoring of progress, quality, performance, and compliance with contract requirements;
- Arrangement of meetings, inspections, workshops, and site visits where required;
- Provision of relevant existing information, drawings, records, and technical data necessary for execution of the services.

The *Consultant* shall ensure that all subconsultants comply with Eskom SHEQ, operational, security, and statutory requirements applicable to the contract.

All costs associated with attendance on subconsultants shall be deemed to be included in the Prices unless otherwise stated in the Contract Data.

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

The *Consultant* shall comply with the following constraints, facilities, services, and rules when performing work on the *Employer's* property at Kendal Power Station:

Site Access and Induction

- All personnel deployed to site must undergo and pass the Kendal Power Station induction programme.
- Valid site access permits and Eskom identification must be carried at all times.
- Access to high-risk or restricted areas must be pre-arranged and coordinated with the *Employer's* representative.

Health, Safety, and Environmental Compliance

- The *Consultant* shall comply with all SHEQ policies, procedures, and permit-to-work systems in place at Kendal Power Station.
- Daily risk assessments (HIRA) must be conducted, and all work must be executed in line with approved Safety Files and Eskom's site-specific safety standards.
- The *Consultant* is responsible for ensuring all waste generated is managed in accordance with Kendal Waste Management Procedure and relevant environmental legislation.

Use of Facilities and Services

- The *Employer* may provide reasonable access to site ablution facilities, meeting rooms, and limited office space where available and pre-approved.
- The *Consultant* is responsible for providing their own tools, equipment, and mobile IT resources unless otherwise agreed.
- Use of any Eskom services or utilities (e.g., power, water, scaffolding, lifting equipment) must be approved in advance and may be subject to cost recovery.

Conduct and Coordination

- The *Consultant* shall maintain professional conduct on site and ensure minimal disruption to Eskom operations.
- All activities must be coordinated with the *Employer's* appointed representatives to avoid operational interference.
- Work areas must be kept clean, secure, and clearly demarcated, with signage where required.

Failure to comply with these requirements may result in removal from site or other contractual remedies as deemed necessary by the *Employer*.

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

Kendal Power Station is classified as a **National Key Point**, and the *Consultant* shall comply with the following entry and on-site security requirements:

Site Entry and Access Control

- All personnel must be in possession of a valid South African identity document or work permit. No personnel will be granted access without proper identification.
- Entry to site is subject to successful security clearance by Eskom's Protection Services.
- All vehicles entering the premises must be registered and inspected and may be subject to search on entry and exit.
- Access is strictly limited to authorised areas and only for the duration and purpose approved.

Permits and Induction

- Site-specific induction is mandatory for all personnel prior to commencement of work. This includes safety, environmental, and behavioural protocols.
- A valid Permit to Work (PTW) must be obtained for each task performed, and lockout procedures must be followed without exception.
- Personnel must carry their site **permit and Eskom-issued access card at all times** and produce them upon request.

Site Regulations and Restrictions

The *Consultant's* staff must adhere to all site regulations, including but not limited to:

- a) Prohibited items (e.g., firearms, alcohol, recording equipment without approval).
- b) No photography or video recording unless explicitly authorised.
- c) No unauthorised use of *Employer* facilities, utilities, or communication infrastructure.
- d) Speed limits, parking designations, and pedestrian routes must be strictly observed.
- e) Any non-compliance or misconduct may result in immediate removal from site and further contractual consequences.

3.12.9 People restrictions, hours of work, conduct and records

The following restrictions and requirements apply to the *Contractor's* personnel, including subcontractors, while on the Site:

Hours of Work

- **Standard Working Hours:** The *Consultant's* personnel may work on Site from 07:15 to 16:30, Monday to Thursday and 07:15 to 12:15 on Fridays, excluding public holidays, unless otherwise agreed upon with the *Employer's Agent*.
- **Overtime and Extended Hours:** Any work outside standard hours, including weekends or public holidays, must be approved in advance by the *Employer's Agent*.
- **Restricted Operations:** Certain operations may be prohibited during specific hours due to environmental, community, or operational constraints.

People Restrictions and Conduct

- Only personnel who have been approved, inducted, and security-cleared shall be allowed to work on site.
- The *Consultant* shall ensure that all personnel, including those of Subconsultants, adhere to Eskom's Code of Conduct and site behavioural standards at all times.
- Any person found to be under the influence of alcohol or drugs, behaving inappropriately, or violating site rules will be immediately removed from site and may be permanently barred from returning.

Records and Access

The *Consultant* shall maintain a complete and up-to-date record of all personnel working on the *Employer's* property, including:

- Full names and ID numbers,
- Roles and qualifications,
- Dates and times of site attendance,
- Associated subcontracting entity (if applicable).
- These records shall be made available for inspection by the *Employer's Agent* at any time, without prior notice. The *Consultant* shall ensure records are kept in a format that enables verification of work done for the purposes of assessing compensation events, access control audits, or compliance with labour and safety regulations.
- These records shall be made available for inspection by the ***Employer's Agent at any time***, without prior notice.
- The *Consultant* shall ensure records are kept in a format that enables verification of work done for the purposes of assessing compensation events, access control audits, or compliance with labour and safety regulations.

3.13 Cooperating with and obtaining acceptance of Others

The *Consultant* may be required to work in coordination with the following parties ("Others"):

- Other professional service providers appointed by the *Employer* (e.g. civil contractors, engineering consultants, safety auditors).
- Eskom internal departments (e.g. Maintenance, Operations, Safety Health and Environment, Projects).
- OEMs (Original Equipment Manufacturers) or specialist vendors with proprietary knowledge or equipment at the site.
- Other contractors performing outage or maintenance work concurrently at Kendal Power Station.

The *Consultant* shall:

- Attend joint coordination meetings as requested by the *Employer's Agent*.
- Share relevant data and plans with Others, subject to confidentiality agreements, to ensure integration and avoid duplication or conflict.
- Notify the *Employer* immediately of any potential interference, delays, or access issues arising from interaction with Others.

Where required, the *Consultant* shall:

- Liaise with statutory bodies and inspection agencies, such as the Department of Employment and Labour, SANAS-accredited labs, or municipal building inspectors.
- Ensure that all reports and assessments meet regulatory standards and are suitable for submission to statutory bodies when needed (e.g. for annual structural compliance).
- Provide documentation or attend inspections as necessary to support *Employer* compliance with the Occupational Health and Safety Act and other legal obligations.

All such cooperation and liaison must be carried out professionally, and any required acceptance or approval must be documented and made available to the *Employer* upon request.

