

	SCOPE OF WORK	GCD Kusile
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CONTROLLED DISCLOSURE

Description of the service

1.1 Executive overview

The work covers for the Provision of Laundry Services at Kendal Contractor Accommodation Site. The Employer plans to continue providing laundry services to contractor semi-skilled employees during the construction phase of the Kusile Power Station.

The Construction Site is situated approximately 35 kilometres from Witbank on the R545 in the Balmoral District

Under the contract, the Service Provider will perform Laundry services by washing linen, blankets, curtains and employee's overalls directly attached to the Construction of Kusile Power Station for the period 12 Months

The scope shall apply to service rendered at Kendal Contractor Accommodation Village

1.2 Employer's requirements for the service

The Contractor shall perform daily laundry activities, as directed by the Employer's Manager/Supervisor, of equipment and furnishings in all Facilities listed below but not limited to the below areas

- Washing and Ironing Linen
- Washing and Ironing Employees Overalls
- Washing of Curtains
- Washing of blankets

Such service shall include, but not be limited to, the following

- Dispensing of products
- Operating Rolling iron
- Operating steam Iron
- Cleaning of Dryers
- Packing of overalls
- Issue linen to new employees / residents
- General Cleaning

The Contractor will be required to work overtime twice a week Monday and Thursdays when receiving and handing over overalls (From 17:00 – 20:00)

The Contractor shall maintain a stock of materials as required to perform the laundry work specified herein and as directed by the Employer's Manager/Supervisor

The Contractor shall provide all labour, supervision, administration and management, supplies and washing materials to perform the laundry services Storeroom for the storage of consumables to be provided by the Employer (Eskom)

Depending on the urgency and emergency of the laundry service requested, the Contractor may also be required to assist to perform other laundry related works attached to Kusile Power Station as directed by the Employer's Manager/Supervisor Eg Washing of curtains from the station

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
Village	Kendal Contractor Accommodation
SD&L	Supplier Development and Localisation
SHE	Safety Health and Environment
QCP	Quality Control Plan
CPA	Cost Price Adjustment
PLA	Project Level Agreement
B-BBEE	Broad-Based Black Economic Empowerment
EMP	Environmental Management Plan
RoD	Record of Decision
SDC	Safe Disposal Certificate

1.4 Standards, Specifications and procedures

1.4.1 Standards List

The latest revisions of the following standards and specifications form part of the contract

Document Number	Specification / Code / Standard Title
ISO 9001	International Organisation for Standards Quality Management System

1.4.1 Eskom Procedure List

1.4.2.1 The following Eskom procedures form part of the contract.

Document Number	Revision	Specification / Code / Standard Title
32-727	Latest	Safety, Health, Environmental & Quality Policy
32-95	Latest	Incident Management
203-847	Latest	Kusile Traffic Management Plan
203-6880	Latest	Kusile Waste Management Plan
Report No 4446/401281	Latest	Construction Environmental Management Plan
240-105658000	Latest	Supplier Quality Management Specification" (QM 58)
203-54671	Latest	Kusile SHE specification
203-42702	Latest	LV Mini-Sub Power Supply Application Procedure
203-13801	Latest	Procedure to test run the standby Generators at Kusile Power Station
203-32427	Latest	Commissioning of 22kV / 15kV / 400V Mini Substation 5

1.4.3 Specifications List

The latest revisions of the following specifications form part of the contract

Document Number	Specification / Code / Standard Title
ISBN0621-16296-5	Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994
OHS Act	Occupational Health and Safety act of South Africa and Construction Regulations as amended
Act 36 of 1998	National Water Act, 1998

2. Management Strategy and start up.

2.1 The Contractor's Plan for the Service

2.1.1 Contractor's Office

During the execution of the Works at the Village Site, the Contractor shall maintain a suitable office at the Village Site in the area allocated for that purpose by the Employer, which shall be the headquarters of the Contractor's Representative and authorised to receive drawings, instructions or other communications or notices under the Contract

The Contractor adheres to the laundry services schedules provided

but not limited to it Response Times

The Contractor shall comply with response times for laundry activities below

Area	Response Time	Planned Intervals
• Washing and Ironing of Linen	8 Hours	Weekly (once a week)
• Washing and Ironing of Overalls	16 Hours	Weekly (twice a week)
• Washing and Ironing of curtains		
• Washing boardroom and auditorium curtains	8 Hours	Weekly (Once a week)
	24 Hours	As and when required
• Washing of Blankets		
• General House Keeping	24 Hours	Quarterly
	End / Task	Daily

The above schedule indicates the minimum required intervals for the various services

2.2 Management Meetings

The following requirements for conducting Village Site meetings apply to the Works. The Contractor and all Sub-Contractors shall actively participate in, and adhere to the Employer's requirements and other procedures initiated for the purpose of maintaining the Village Site administrative control. The Contractor and all Sub-Contractors shall attend other Village Site meetings when deemed required by the Employer to coordinate the Works or the Project Works.

Title and Purpose	Intervals	Location	Attendance by:
Progress feedback meeting	Weekly	Kendal Village Boardroom	Employer and Contractor Site Representative
Environmental management meeting	Weekly	Kendal Village Boardroom	Employer and Contractor's SHE Officer
Safety Meeting	Weekly	Kendal Village Boardroom	Employer and Contractor's SHE Officer
Operations Meeting	Monthly (TBA)	Kendal Village Boardroom	Contractor and Employer
Residence Meeting	Monthly	Kendal Village Boardroom	Contractor, Employer and Residents

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Progress feedback meeting	Daily at 08:00 and 09:00 on Tuesday	Kendal Village Boardroom	Employer and Contractor Site Representative
Environmental management meeting	Weekly on Monday at 14:00	Kendal Village	Employer and Contractor's Environmental Officer
Safety management meeting	Weekly	Kendal Village	Employer and Contractor's Risk Officer
Support Services Risk meeting	Monthly, Second Monday of the Month	Kendal Village	Village Contractors

Operations Meeting	Monthly (Time to be announced)	Kendal Village	Contractor and Employer
Stakeholders Environmental Monitoring committee meetings	Quarterly	Kendal Village Boardroom	Various stakeholder within and external to Kusile PS

2.3 Contractor's Management, Supervision and Key People

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

The Employer reserves the right to audit and verify the structure. The minimum core Team on site shall consist of the following personnel

- Supervisor x 1
- SHE Officer (Tertiary Qualification and two year experience in the Environmental and Safety Field). Not full time on site but come once a week
- General Workers x 10

2.4 Provision of Bonds and Guarantees

Not Applicable

2.5 Documentation Control

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

The documents are as follows

Title and purpose	Frequency
Daily report	Daily
Permit to work	When required
Risk Register	Monthly
SD&L Reports	Quarterly

Waste manifests	Monthly
Safe Disposal Certificate (SOC)	Monthly

All correspondence of either commercial or technical nature, whether hard copy or email, either to Contractor or from Contractor Shall clearly include the following information, file number, contract number and subject matter

Documents shall be delivered in electronic format (Microsoft Office 2003 or latest compatible or Adobe Acrobat (pdf) files). In addition a document list shall be delivered in Microsoft Excel format that contains the following fields "document name", "document type", "version number", "date created" and "created by".

2.6 Invoicing and Payment

Within one week of receiving a payment certificate from the Employer in terms of Core Clause 51 1, the *Contractor* provides the Employer with a tax invoice , by no later than the first day of the month, showing the amount due for payment equal to that stated in the Employer's payment certificate

The Contractor shall address the Tax Invoice to:

Eskom Holdings SOC
Limited Kusile Power
Station

Suite 46
Postnet
Highveld
Mall
Emalahle
n1 1035

Attention Thelma Thobejane (Tel 011 516 7913)

Invoices shall be e-mailed to the following actress e-mail
InvoicesgrpcapitalKCT@eskom.co.za

ONLY ORIGINAL INVOICES WILL BE ACCEPTED.

The following must be stated on the Tax Invoice:

- Name and address of the *Contractor* and the Employer,
- The contract number and title,
- Contractor's VAT registration number,
- The Employer's VAT registration number 4740101508,
- Description of service provided for each item invoiced based on the Price List,
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

2.7 Contract Change Management

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

2.8 Records of Defined Cost to be kept by the *Contractor*

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

2.9 Insurance Provided by the *Employer*

Not Applicable

2.10 Training Workshops and Technology Transfer

Not Applicable

2.11 Design and Supply of Equipment

Not Applicable

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

2.12.1 Equipment

None

2.12.2 Information and other things

At the end of the service period the Contractor will be required to provide the Employer with the Contractor's Safety file

2.13 Management of work done by Task Order

Not Applicable

3 Health and Safety, the Environment and Quality Assurance

3.1 Health and Safety Risk Management

- The Contractor shall comply with The Occupational Health and Safety Act 85 of 1993 and its regulations, furthermore the contractor must conform to the health and safety requirements contained in Kusile Safety, Health and Environmental Specification as updated
- The contractor shall conform to Eskom's Business Unit & Site work Instructions Procedures and Standards this includes Doc 32-95 for Incident management, Doc 32-727 for Safety, Health, Environment and Quality Policy and Doc 203-847 for Kusile Traffic Management Plan.
- The Employer's Safety Officers shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards

3.2 Environmental Constraints and Management

- The Contractor shall comply with the requirements of as stated in the following
- Kusile Environmental Management Plan (EMP) as updated
- Standard Environmental Specification (SES)
- Kusile Waste Management Plan(unique identifier 203 6880)
- Record of Decision (RoD)
- Water Use licences (WULs)
- Temporary Waste storage permit
- Appointment of qualified Environmental Officer as per EMP requirements

3.3 Quality Assurance Requirements

The Contractor shall comply with all requirements specified in the Eskom standard, 240-10565800 "Supplier Quality Management Specification" It is of utmost importance that this standard be complied with

4 Procurement

The Contractor provides the following procurement services in performing the scope

- Preparation of Employer approved supplier and Sub-Contractor's lists for equipment and contracts to be submitted to the Employer for review and approval
- Follows the least cost and time procurement strategies
- Contract management services for the selection, appointment and management of Sub-Contractors required to execute the scope
- The services of all buyers, contracts officers, inspectors, expediters and other personnel necessary to procure and deliver all plant, material, equipment, supplies and services necessary to provide the scope
- Receives and evaluates all bids/quotations and compiles a bidders evaluation report detailing the technical, commercial and costing components of each bid,
- Obtains the Employers' approval prior to committing any contracts or orders,
- Obtains delivery dates from Sub-Contractors and suppliers in order to realize the Completion Date,
- Receiving of invoices, verification thereof in terms of purchase orders and contract provisions, certification of invoices as being correct and payable and supply of correct invoices to the Employer within
- Management of and negotiating of all suppliers and Sub-Contractors compensation events and recommendations to the Employer as to the validity, amount and payment of such events
- Determination of penalties payable by suppliers and Sub-Contractors and recommendation to the Employer as to the enforcement of such penalties prior to any communication to suppliers and Contractors
- Ensuring that all suppliers and Sub-Contractors, from whom the Contractor procures equipment and materials do not retain, encumber or reserve title to such items

4.1 People

4.1.1 Minimum Requirements of People Employed

The Contractor will be required to recruit within the Nkangala District Municipality, including any other areas that are within 65 km radius from the Kusile Construction Site Kusile Power Station employment procedure will apply

4.1.2 B-BBEE and Preferencing Scheme

The Contractor shall

- Maintain the Required B-BBEE Recognition Level for the duration of the Agreement;
- Provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE status of a particular entity as issued by an accredited verification agency;
- Comply with and fulfil its obligation in respect of the Supplier Development and Localisation and the Industrialisation Programme (the latter, if any) in accordance with and as provided for in the Supplier's SD&L Localisation Obligation Schedule

4.1.3 Supplier Development and Localisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative- South Africa in accordance with the Contractor's SD&L Compliance Schedule

The *Contractor* shall keep accurate records and provide the Employer with reports on the *Contractor's* actual delivery against the SD&L criteria stated in the contract. The reporting templates will be provided on the contract award. The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under the contract

4.2 Subcontracting

This Contract does not constitute an agreement of employment, partnership, joint venture or agency between Eskom and the Contractor and shall not give rise to any relationship of employer and employee, master and servant or principal and agent between Eskom and the Contractor or between Eskom and any employee, agent or sub-Contractor of the Contractor. Accordingly, neither the Contractor nor Eskom shall have the power, nor purport to make a contract in the name of the other, to grant or pledge credit of the other, to incur liability on behalf of the other, or to employ any person on behalf of the other

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/or obligations without the prior written consent of Eskom, which consent shall not be unreasonably withheld

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4.2.1 Preferred Subcontractors

Not Applicable

4.2.2 Subcontract Documentation, and Assessment of Subcontract Tenders

Not Applicable

4.2.3 Limitations on Subcontracting

Not Applicable

4.2.4 Attendance on Subcontractors

Not Applicable

4.3 Materials

4.3.1 Specifications

The Contractor is responsible for providing material necessary to provide the services

4.3.2 Correction of Defects

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

4.3.3 Contractor's Procurement of Plant and Materials

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

4.3.4 Tests and Inspections before Delivery

Not Applicable

4.3.5 Plant & Materials provided "free issue" by the Employer

None

5 Working on the Affected Property

5.1 Employer's Site Entry and Security Control, Permits, and Site Regulations

5.1.1 Security and Access

The Employer will provide perimeter security and access control for the Village Site. Strict access control shall be implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Village Site may be subjected to searches and the Employer reserves the right to refuse entrance to Project Site to any person not meeting security and/or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Village Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Village Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

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

5.1.2 Access Control for Persons

The Contractor's Personnel and any visitors on the Village Site must be in possession of a valid identification card supplied by the Employer. Applications for identification cards shall be made in the form prescribed by the Employer. The identification cards and finger print identification shall be used to gain access to the Village Site and only persons with legitimate business on the Village Site and in possession of such identification cards will be allowed access.

Applications for identification cards and finger print imaging shall be made in good time prior to access being required. Lost, stolen or damaged cards shall be reported to the Employer immediately. A fee shall be charged for replacement cards.

Identification card holders will be required to produce their identification cards for a photo to face and finger print check at the security check points. Where a card holder's right of access to the Village Site is withdrawn, his identification card will be electronically cancelled. It is the responsibility of the Contractor to ensure the card is returned to the Employer.

5.1.3 Removal of Persons from the Project Site and other places, if any, as may be specified under the Contract as forming part of the Site

The Employer may remove from the Village Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who poses a risk to the Village Works or to the progress thereof, or who poses a risk to security or to the health and safety of persons at the Village Site (or at such other places, if any, as may be specified under the Contract as forming part of the Site).

The Employer furthermore remove from the Village Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who ceases, for any reason, to have legitimate business thereon.

If any such person was permitted access as Contractor's Personnel or as a visitor of the Contractor, the Contractor shall, at the request of the Employer, take all steps necessary to ensure his removal from the Village Site (or from such other places forming part of the Site, as the case may be).

5.1.4 Removal of Goods from the Village Site

All persons removing *inter alia* materials, equipment, toolboxes, temporary facilities etc from the Village Site must be in possession of a valid gate release permit Applications for general or specific gate release permits shall be made in the form prescribed by the Employer

5.1.5 Access Control for Vehicles

Only a limited number of Contractor and Subcontractor non-construction vehicles will be allowed onto the Village Site As a general rule, however, Contractors' and visitors' personal vehicles are not allowed within the Village Site and must be parked in the designated area and the Contractor is required to collect his visitors from the access point

Vehicle entry discs will be issued at the discretion of the Employer on receipt of an application signed by the Contractor Applications for vehicle entry discs shall be made in a form prescribed by the Employer

5.1.6 Visitors

Before entering the Village Site, visitors (meaning any person other than the Contractor's Personnel) must be in possession of a valid identification card supplied by the Employer

Applications shall be made in a form prescribed by the Employer prior to access being required and visitors must be in possession of positive identification

The Contractor's visitors shall be subject to all Eskom Site rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, visitors must wear safety shoes, hard hats and any other personal protective equipment as required by the Employer and must be accompanied by their hosts at all times whilst on the Project Site

5.1.7 Fire-arms

Fire-arms will not be permitted on the Village Site (nor at other places, if any, as may be specified under the Contract as forming part of the Site). This restriction does not, however, apply to the South African Police Services (SAPS) in the pursuance of official duties

5.1.8 Village Site Fences

The modification or removal of Village Site fences is strictly prohibited unless otherwise instructed by the Employer

5.1.9 Contractor's Security

The Contractor is solely responsible for the protection and security of the Works and all areas allocated to him.

For areas outside the Village Site which are specified under the Contract as forming part of the Site, the Contractor shall also be responsible for implementing access control for persons (including Contractor's Personnel and visitors) and vehicles. Such access control shall be to the satisfaction of the Employer and shall be subject to the direction and control of the Employer

5.1.10 Cleanliness and Housekeeping

The Contractor shall maintain a high standard of cleanliness during the conduct of his activities on the Village Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) The Contractor shall, at all times maintain, clean and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc to the satisfaction of the Employer The Contractor shall at all times keep these areas, clean and free from accumulation of waste materials and refuse regardless of the source

During sweeping and dusting, the Contractor shall ensure that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited

5.1.11 Waste Removal and Disposal

The Employer is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of the Village Site and will be designated by the Employer. Waste must only be disposed of at a designated area

For the purpose hereof, "waste" means any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the Works and which is not reused on the Site in the ordinary course of carrying out the Works within 7 (seven) days of maintenance

The Contractor shall provide an adequate number of marked containers at offices, in yards, at workshops and on the Site for the temporary storage of waste.

Hazardous waste shall be dealt with in accordance with the safety, health and/or environmental requirements of the Contract, as applicable, and the Contractor is solely responsible for the proper disposal thereof in accordance therewith

5.1.12 Signage

No signage shall be erected by the Contractor at the Village Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) without the prior specific or general approval of the Employer. The positioning and content of signage, whether required by applicable Law and/or otherwise required to be displayed by the Contractor under the Contract, shall be subject to applicable policies and procedures issued by the Employer from time to time.

5.1.13 Works Area Limits

The Employer will designate the working area boundary limits and assign for the Contractor's use access roads, parking areas, storage areas, existing facilities areas and construction areas. The Contractor shall not trespass in or on areas not so designated. The Contractor shall be responsible for keeping Contractor's Personnel out of areas not designated for Contractor's use, except, in the case of isolated work located within such areas for which the Contractor shall have been authorised under the Work Co-ordination Process.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Hours of Work

Working hours on the Construction Site is from 7.00 till 17.00, Monday to Friday. However, the Contractor would be expected to work till late and during weekends.

5.2.2 Competence Testing of Contractor's Personnel

Contractor's Personnel to be employed at the Village Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) for any semi-skilled or skilled operation may be tested by the Employer at any time at the Project Site. This may include, at the Employer's discretion, the actual performance of the operation and/or training and testing related to performance of the operation. The Employer reserves the right to prevent any person from carrying out any operation that such person is not fit or qualified to perform. The satisfactory passing of the induction operation test requirements will result in the certification of the Contractor's Personnel to perform that specific operation on the Village Site (and/or at such other places, if any, as may be specified under the Contract as forming part of the Site). This certification shall not reduce in any way the Contractor's responsibilities to perform the Works as per the Contract requirements, including in a safe manner. The certification may be revoked by the Employer if such person ceases to be fit or qualified to perform the work in question at any time.

5.2.3 Anti-poaching Undertaking

The Contractor shall not recruit or attempt to recruit staff and labour from amongst the personnel of Other Project Contractors during the execution of the Project Works.

This restriction shall not, however, prevent the Contractor from recruiting a person where

- That person has been demobilised or the employment of that person has been terminated for any reason other than by resignation,
- The person has resigned and a period of 90 days has lapsed from the date of resignation; or
- The person has been released by the Other Project Contractor for employment by the Contractor (evidenced by written confirmation to this effect by the other Project Contractor)

5.2.4 Transportation of Contractor's Personnel

Due to the remoteness of the Village Site, the Contractor is required to provide suitable mass transportation facilities to and from the Village Site (and/or to and from other places, if any, as may be specified under the Contract as forming part of the Site) for Contractor's Personnel, particularly for unskilled and semi-skilled workers

The Contractor will provide a bus loading and unloading area and bus parking outside the Village Site entrance for the Contractor's use. An unloading area for the Contractor's Personnel at the Contractor's yard will be permitted by prior arrangement with, and subject to the approval of the Employer

5.2.5 Canteen

The Employer will provide Site canteen. The canteen will make available a mid-shift meal during the established break period. The mid-shift meal for the Contractor's workers working at the Contractors' Village is provided at the cost to the Contractor. In order to ensure uniformity of meal benefits, the Employer will provide the same meal for the Contractor's unskilled and semi-skilled workers at the Project Site, at the cost of the Contractor

Meal Specification	
Lunch	Kendal Contractors Village
	Protein 200 – 250 gr (one meat per serving area) Beef Chicken Starch (100gr) Pap (200gr) Vegetables (80gr) Juice (250ml)

No other food or beverage services will be allowed on the Accommodation Site unless approved by the Employer

5.2.6 Project Site Induction Programme

The Employer will provide a generic Project Site induction program for personnel and visitors to the Project Site. This program will include, as appropriate, information regarding identification and access, work rules, environmental protection, industrial relations, health & safety, Project information, and miscellaneous Project Site-specific requirements. All persons entering the Village Site will be required to attend induction training and to attend repeat induction training as appropriate. The induction training is expected to take up one full day. Contractor's Personnel must be in possession of a valid identification card in order to undergo induction training.

5.2.7 Substance Abuse Testing

There shall be zero tolerance for substance abuse at the Village Site (and at other places, if any, as may be specified under the Contract as forming part of the Site).

Throughout the Works at the Village Site (and/or to other places, if any, as may be specified under the Contract as forming part of the Site), periodic seminars and instruction programs may be given by the Employer on the recognition of the characteristics, behaviours, detection, and reporting of substance abuse and persons fitness for duty. All Contractor's supervisory personnel, (including superintendents and foremen), and other key Contractor's Personnel involved at in the Works at the Project Site (and/or to other places, if any, as may be specified under the Contract as forming part of the Site) shall be required to attend this training and the Contractor shall make Contractor's Personnel available for and encourage their participation in these programs.

Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs

5.2.8 Pre-Assignment Testing

Contractor's Personnel at the Village Site must pass a pre-assignment drug screening/ alcohol test. This pre-assignment test must be undertaken within ten days prior to reporting for work to the Village Site. Contractor's Personnel will only be permitted initial access to the Village Site against evidence of this test having been passed and such person having been certified drug / alcohol free to the Employer's satisfaction. Contractor's Personnel who visit the Project Site on a short-term basis (being not longer than 14 days unless otherwise approved by the Employer) are not subject to this pre-assignment drug testing requirement.

5.2.9 Continuing Random Drug Testing

The Contractor shall conduct periodic unannounced (random) testing at the Village Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) at least once each month. The date of such testing shall be selected using a means that, to the Employer's satisfaction, randomly selects the date within the time frame specified, so that the date is unpredictable to the potential subject of the testing.

5.2.10 Accommodation Policy

No accommodation will be provided by the Employer. The Contractor will be required to recruit within the Nkangala District Municipality, including any other areas that are within 65 km radius from the Kusile Construction Site.

5.2.11 Industrial Action Policy

Not applicable

5.3 Health and Safety Facilities on the Affected Property

5.3.1 Medical Facilities

The Employer will provide a trauma and rescue medical facility that is situated at Kusile Project Site which is 20km from the Village or utilize Kendal Power Station Emergency Services to provide initial medical treatment to Village Site personnel. The facility will be staffed with professional medical personnel. The Contractor shall be responsible for all emergency transportation including ambulances and helicopters.

5.4 Environmental Controls, Fauna and Flora

The Contractor shall comply with the environmental criteria and constraints stated in Kusile Environmental Management Plan (EMP) as updated

5.5 Cooperating with and Obtaining Acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Project Contractors. Without derogating from the foregoing, the Contractor shall not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel without the approval of the Employer. The Contractor shall, at all times, keep the work of Other Project Contractors free from dropping, dripping and spattering of materials used in the Works

5.6 Records of Contractor's Equipment

The Contractor is responsible for replacement and replenishment of equipment and vehicle Asset registers of such equipment shall be maintained by the Contractor and shall be audited by the Employer from time to time

5.7 Equipment Provided by the Employer

The employer to provide industrial washing machines, dryers and irons to enable the contractor to perform her duties

5.8 Site Services and Facilities

5.8.1 Provided by the *Employer*

5.8.1.1 General

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services indicated in the attached Village Site Facilities and Services Matrix at or near the Project Site, as applicable. These services and facilities are provided on the basis detailed below

Project Site Facilities & Services Matrix

Item	Site Facilities, Utilities and Services		Details
	Provided by Contractor	Provided by Eskom	
Field Office			
Field office structure		X	
Field office furniture		X	
Field office equipment		X	
Field office supplies	X		
Employee change facilities		X	
Equipment			
Laundry equipment		X	
Communication			
Internet connection	X		
Radio & cell phone communication	X		
Telephone			
Telephone main service line	X		
Telephone line connection to Contractor field office	X		
Contractor's telephone equipment and	X		
Electrical Power			
Main power source and maintenance		X	
Mower primary distribution system and Maintenance		X	
Power Contractor's distribution system	X		
Power Contractor's distribution system maintenance	X		
Power energy usage payment		X	
Lighting			
Structures interior temporary lighting and	X		
Contractor specific work area temporary lighting and		X	
General areas site lighting and maintenance		X	
Water - potable and non-potable			
Water source		X	

Item	Provided by		Details
	Contractor	Employer	
Heat			
Temporary heating facilities/system	X		
Sanitary Facilities			
Primary sanitary facilities and maintenance	X		
Access Roads			
Primary access roads and maintenance	X		
Contractor specific access roads and	X		
Primary access road dust control	X		
General Work related dust control	X		
Provide parking area	X		
Storage Facilities			
Onsite lay-down space	X		
Contractor storage area maintenance	X		
Construction warehousing	X		
Tool storage facilities	X		
Climate controlled storage facilities	X		
Security			
Overall site security	X		
Contractor specific areas security	X		
Overall site security access card and finger print system and materials	X		
Medical Facilities			
Onsite first aid/medical services	X		
Project emergency ambulance	X		
Heliport Area	X		
Fire Protection			
Fire protection - fire extinguishers	X		
Construction fire protection - stand pipe	X		
Overall site fire brigade participation	X		
Fire equipment & vehicles	X		
Clean-up			
General refuse offsite disposal	X		
Contractor general refuse collection and onsite	X		
Contractor field office cleaning service	X		
Hazardous waste disposal and clean-up /	X		

CONTROLLED DISCLOSURE

Item	Provided by		Details
	C o n tr a c t o	Esko m	
Food Services			
Allowed onsite - Yes/No		Yes	
Canteen		X	
Canteen fee payment		X	

All facilities or services not specifically indicated as provided by the Employer in the attached Village Site Facilities and Services Matrix, but required for the Works (including roads, assigned lay-down yard improvements, and access needed by the Contractor in the performance of the Works), shall be provided, maintained and removed when no longer required, by the Contractor Except as otherwise stated in the Contract, all Contractor provided facilities and services shall be to the satisfaction of the Employer

The provision or cessation of such Contractor provided facilities or services, and the erection, installation and removal thereof and/or of related equipment, requires the Employer's approval

5.8.2 Areas for Contractor's Yards and Offices

The Employer to assign offices or laydown yard to the Contractor The Contractor may not erect temporary offices, stores and other similar structures on site as the employer will provide such facilities

5.8.3 Village Site Roads and Parking

The Employer will provide and maintain parking and general use roads on the Project Site A parking lot will be located outside the main security fence for Contractor's Personnel and visitors. Parking facilities will be limited. Contractor's Personnel and visitors failing to park as directed while using this lot may have their vehicle removed and/or be banned from future use of the lot

A limited number of Contractor and Sub-Contractor non-construction vehicles will be allowed onto the Project Site The Employer's approval and an appropriate permit will be required as authorisation for such vehicles to be brought on to the Project Site

5.8.4 Communication Services

The Contractor shall be responsible for his own internet connectivity

The Contractor shall make his own arrangement for cellular connectivity and shall pay all service charges for his use of the cellular communication network

CONTROLLED DISCLOSURE

The Contractor shall make his own arrangements for radio communication at the Village Site, if required. The installation of radio communication equipment at the Village Site is subject to the approval of the Employer

5.8.5 Fire Fighting and Fire Protection

The Contractor shall comply with all applicable Laws and the Project fire protection requirements, as amended from time to time, in respect of fire protection requirements during construction. The Employer shall be responsible for providing adequate fire protection.

5.8.6 Water

The Contractor shall exercise economy in use of the water obtained from the Employer

Potable water use shall be limited to servicing Village Works related activities requiring potable quality water. The Contractor shall provide, install, maintain, and remove when no longer required all pipes, fixtures, equipment, and metering (if necessary) from the Employer supplied source to the point of Contractor's use. Pipes shall be placed at least 900 mm underground or as otherwise approved by the Employer and on routes approved by the Employer. Installation shall meet all applicable codes and standards and be to the satisfaction of the Employer at all times

5.8.7 Electricity

The Employer will supply electrical power for operational purposes at mini substations established on the Village Site

Electrical power to the Village Site is provided via a 22kV ring supply as well as a 22kV substation

The Employer, however, reserves the right, in case of uncontrollable interruptions, emergency, or when it is not reasonably practicable to give notice, to cut off the supply without warning

5.8.8 Sanitation and Sewage

The Employer will provide and operate a sewage treatment plant and general use toilet facilities at the Village Site

5.8.9 Lighting

The Employer will provide and maintain general use Project Site lighting in the form of pole or mast mounted lighting fixtures. This general use lighting will comprise area lighting at the Village parking area and the Village Site entrance, at the site office areas

CONTROLLED DISCLOSURE

Accordingly, all temporary local lighting required by the Contractor, including lighting required to comply with the applicable Law, shall be provided by the Contractor at his own expense

5.9 Provided by the Contractor

Facilities provided by the Contractor are described in Village Site Facilities & Services Matrix as paragraph 5.8.1.2

6. Revisions

Date	Rev.	Compiler	Remarks
November 2021	0	PM Mohlokis	New Document

7. Development Team

The following people were involved in the development of this document

- Nondumiso Nepfumbada
- Tshepang Mokoena
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8. Acknowledgements

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