

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

Occupational health and safety Act (OHS) is a crucial aspect of workplace management, aiming to ensure the well-being of employees by preventing work-related injuries and illnesses. The Supply Maintenance and calibration of Variphones is required at Kusile Power Station for the provision of custom-made Variphones, Maintenance, calibration, and repairs as and when required.

1.2 Employer's requirements for the service

Either

Describe in detail what the *Employer* requires the *Contractor* to do and how he is to do it if the *Contractor* is mainly providing labour and tools to carry out the *Employer's* requirements

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification giving deliverables and constraints for the *service* from which the *Contractor* is to plan in detail how he is to achieve the required deliverables.

Reference could be made to an Annexure for a detailed classification of services or to the Price List in the case of Option A or C and if the Price List descriptions are complete.

The Service Provider is required to Supply, Maintenance and calibration of Variphones for Kusile Power Station. The service provider must allocate employees to be available within 5 working days as and when required to provide the service at Kusile Power Station.

The scope comprises of the following but is not limited to:

a) **Ear Impression Taking (Fitment)**

- Medical ear check by provider (ensure ear canal clear)
- Take silicone ear moulds for each employee

b) **Manufacturing**

- Vendor manufactures custom Variphones using impressions
- Labelling of each pair with employee ID / serial number

c) **Collection / Delivery**

- Deliver units and verify against register
- Arrange employee pick-up and fitting confirmation

d) **Issuing & Fit Check**

- Fit test / comfort check with user
- Demonstrate correct insertion, removal & cleaning
- Record hand-over and signature
- Provide storage pouch & cleaning instructions
- HPD should have \geq SNR 32 noise attenuation factor.

e) **Documentation**

- Maintain:
- Variphone issue register
- Fitment certificates/serial numbers

f) **Monitoring & After-Care**

- Annual fitment review / condition assessment

Replace if:

- Lost or damaged
- Fit is compromised
- Occupational changes require new attenuation
- Compliance to SANS 1451 & OHS Noise-Induced Hearing Loss Regulations

g) Maintenance activities

- Annual Inspection, cleaning, testing and fitting,
- Replacement or repairs on damaged or defective units.
- This should also apply to all previously issued HPD's.

Eskom Only recognises South African National Standard (SANS) compliant products.

Duties Contract Manager

- a) The responsibilities of the employer include the following:
- b) Contact the contractor for service required as per the scope of work.
- c) Manage the contract and ensure that work is carried out as per the issued scope of work.
- d) Monitor contractor compliance to legal and other requirements.
- e) Audit the contractor facilities from time to time to fulfil compliance requirements.

Duties of contractor

- a) To comply with the contract requirements and deliver a quality service to Eskom Kusile Power station.
- b) To compile issue and maintenance reports for Variphones and adhere to the agreed turnaround times.
- c) To comply with any requirements stipulated in the scope of work.
- d) To comply with the terms and conditions as stipulated in the contract.

Compliance Requirements

- The Supplier shall comply with regulatory and safety requirements on the production of Variphones.
- The Supplier shall operate a quality management system for their production, testing and calibration activities that meets the principles of ISO 9001.
- The Supplier staff performing ear impressions must be qualified audiologists or hold recognized Variphone fitting certifications.
- The service provider must hold an official authorization letter or distributor certificate from Variphone International or its regional representative.

Accreditation Requirements

- The contractor should be SANAS accredited and ensure that the services provided are conducted in such a way as to meet the requirements SANS 17025 and to satisfy the needs of Kusile Power Station as specified in this scope of work.
- The contractor must have a valid accreditation certificate in terms of SANS 17025.
- The contractor must have policies and procedures to ensure the protection of Eskom's confidential information and proprietary rights, including procedures for protecting the electronic storage and transmission of results pertaining to the contract between the contractor and Eskom Kusile Power Station
- The contractor must ensure that the roles, responsibilities, authority, and interrelationships of all personnel who manage, perform or verify work affecting the quality of the tests and/or calibrations are specified.
- Provide adequate supervision of testing and calibration staff, including trainees, by persons familiar with methods and procedures, purpose of each test and/or calibration.
- Demonstrate adequate resources are available to execute the project. Qualified Audiologists or Variphone-Certified Fitters

- Personnel performing ear impressions and fitting must hold Variphone fitting and calibration certificates or be registered audiologists under the Health Professions Council of South Africa (HPCSA).

Document control/ record keeping

- Ensure that all documentation, data, and records related to the supply, fitting, calibration, and maintenance of Variphones are properly managed, controlled, and retained in compliance with statutory, quality, and client requirements.
- The supplier shall establish and maintain procedures to control all documents that form part of its operations. These documents should be approved and authorized and should be reviewed periodically and, where necessary, revised to ensure continuing suitability and compliance with applicable requirements.
- The supplier shall have procedures to protect, and back-up records stored electronically and to prevent unauthorized access to or amendment of these records.

Subcontracting of tests and calibrations

- When the contractor subcontracts the work as per the scope issued, due to unforeseen reasons or on a continuing basis, this work shall be placed with a competent subcontractor that complies to the SANS requirements. The Supplier shall further advise Kusile Power Station Contract Manager of the arrangement in writing and, when appropriate, gain the approval in writing.
- The contractor shall maintain a register of all subcontractors that it uses for supply, maintenance and/or calibrations and a record of the evidence of compliance with this International Standard for the work in question.
- The contractor shall itself normally perform the inspections that it contracts to undertake. Where the supplier subcontracts any work, it shall ensure and be able to demonstrate that the subcontractor is competent to perform the activities in question and, where applicable, complies with the relevant requirements stipulated in SANS.

Service to Eskom Kusile Generation Division

- The contractor shall be willing to cooperate with Eskom Kusile Generation Division or their representatives by providing the Eskom or Eskom representative access to relevant areas of the production store for the witnessing of manufacturing for the Eskom.
- Communication in large assignments should be maintained throughout the work. The contractor should inform the Kusile Power station contract manager of any delays or major deviations in the performance of the supply of maintenance activities.

Required Staff competencies.

- The supplier shall ensure that the work is conducted by competent staff with the relevant qualifications and training (i.e. Audiometry e.tc) and experience to perform specific tasks. The contractor should also ensure appropriate supervision.
- The supplier shall use personnel who are employed by, or under contract to, the supplier. Where contracted and additional technical and key support personnel are used, the supplier shall ensure that such personnel are supervised and competent and that they work in accordance with the supplier's management system.
- The contractor shall ensure that the laboratory is equipped with all equipment required for the correct performance of the tests and/or calibrations (including sampling, preparation of test and/or calibration items, processing, and analysis of test and/or calibration data).
- Equipment and its software used for testing, calibration and sampling shall be capable of achieving the accuracy required and shall comply with specifications relevant to the tests and/or calibrations concerned.
- The contractor shall ensure that all calibration certificates for all equipment that requires calibration are made available to the Kusile Power Station contract manager and shall further form part of the report submitted to Kusile Power Station.

Result turnaround time

- The supplier shall honour the agreement with Eskom by adhering to the turnaround time specified for each deliverable. The turnaround period shall be clearly stated on the quotation provided by the supplier.

- Supply should be carried out by the contractor and the report to be presented within 30 – 60 working days. The contractor shall notify the Eskom contract manager of any occurrence that may possibly result in a delayed supply date resulting in failure to comply with the turnaround time of 30 – 60 working days.
- Failure to comply with the contract arrangements and turnaround period will result in 3% of the value of the order being deducted from service provider payment as penalty.
- Turnaround time shall form part of KPI for the contractor and failure to meet the KPI will result in NCR.

Bill of Quantities

- a) The Service Provider must supply Variphones, maintain and repairs where necessary services.

Technical Acceptability

ESKOM will reserve the right not to consider any tender that:

- Is not compliant with the scope of work;
- Does not return the supporting documents that are stated as gatekeepers to qualify for the tender evaluation process to continue;
- Does not provide sufficient information for Eskom to evaluate the tenderer's ability to comply with Safety, Health, Environment and Quality requirements of the tender;
- Does not meet technical and commercial questions which shall be clearly marked and indicated as tender returnables in tender invitation.
- Does not have minimum of two years experience in a field of Supply and Maintenance of Variphones and;
- Does not attach CV's of all employees as per the Scope of Work.
- The contractor should have Proof of Variphone authorization or OEM Accreditation Certificates

Accommodation

ESKOM will not finance any accommodation arrangements.

1.3 Interpretation and terminology

Term	Definition
South African National Standard	Standards by developed by the South African Bureau of Standards to enhance the safety, reliability, and quality of products and services in the country.
Business Partner	Any contractor, supplier or service provider rendering services to or on behalf of Kusile Power Station.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SANS	South African National Standard
GM	General Manager
KPI	Key Performance Indicator
NMAM	NIOSH Manual of Analytical Methods
HPCSA	Health Professions Council of South Africa

2 Management strategy and start up.

2.1 The Contractor's plan for the service

During the execution of the Works at Kusile Power Station, the Service Provider will be provided by Eskom with a suitable work area as and when required.

The Service Provider, at their allocated workspace, shall maintain one complete up-to-date copy of the contract and all contract related documents issued by and to the Contractor. Progress reports, Minutes of Meetings, Non-conformances, and other form of correspondence shall be maintained on site and be easily available when required. All staff records shall be updated on regular basis.

2.2 Management meetings

The *conditions of contract* (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However, the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *service*, it is probably beneficial for the *Service Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

The Service Provider shall be available for any meeting called by Kusile Power Station management where the Service Provider is required to participate in. It is a requirement that the Service Provider attends the monthly Risk Register meeting with the authorized Eskom representatives. The Employer (ESKOM) reserves the right to call any other meeting as and when required. Management meetings shall be conducted on monthly basis on dates set by the Employer. General Meetings and their purpose shall be communicated as such to the Service Provider.

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Quarterly on Site at 07:00 am.	Kusile Power Station	Employer, Contractor, and any other required people.
Overall contract progress and feedback	Quarterly on Site at 10:00 to 11:00 am.	Kusile Power Station	Employer, Contractor, and any other required people.

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

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

2.3 Contractor's management, supervision and key people

The Service Provider shall provide the Employer with a detailed organogram of all staff and management on the contract. This must be revised quarterly or immediately if there are changes to the staff and management structure. The employer reserves the right to audit and verify the structure.

The minimum core Team shall consist of the following personnel:

- Site Manager (16.2)
- Technician/Audiologist

2.4 Provision of bonds and guarantees

6% of the total contract value

2.5 Documentation control

The Service Provider will submit the following documents to the Employer for review, and 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 Service Provider reasonable time, which will be agreed with the Service Provider, to respond or re-submit the documents.

The documents are as follows:

Title and Purpose	Frequency
Organogram	Annually
HPCSA certificates	Annually
CV's	Annually
OEM Accreditation Certificates	Annually

2.6 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to:

ESKOM Holdings SOC Limited
Kusile Power Station
R545 Kendal/ Balmoral Rd
Witbank, Emalahleni

Attention:

and include on each invoice the following information:

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

2.7 Contract change management

Refer to core Clause 6

2.8 Records of Defined Cost to be kept by the Contractor

The Service Provider must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of five (5) years after contract completion for audit purposes. Records with patient information such as Patient Referral or Transportation forms shall be handed over to the Employer to be filed for a period of five (5) years.

2.9 Insurance provided by the Employer

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

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC. All insurance related queries must be addressed to:

2.10 Training workshops and technology transfer

N/A.

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

N/A

2.12.2 Information and other things

N/A

2.13 Management of work done by Task Order

All work will be executed as per task order issued. The Contractor must submit a Task Order programme to the Service Manager within 7 days of receiving the Task Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The Service Provider shall comply with the health and safety requirements contained in the 32-726-11T Kusile Power Station Occupational Hygiene Laboratory Services OHS Specification.

3.2 Environmental constraints and management

The Service Provider shall comply with the environmental criteria and constraints stated in Kusile Power Station Environmental Management Plan.

3.3 Quality assurance requirements

The Service Provider shall comply with Kusile Power Station Quality Assurance Plan/ Procedure

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

The Service Provider will be required to recruit qualified and suitable personnel.

4.1.2 BBBEE and preferencing scheme

The Service Provider shall maintain the required B-BBEE recognition level for the duration of the contract whereby the Service Provider must provide ESKOM with a valid Verification Certificate, and such other information as deemed necessary by ESKOM. 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. The Service Provider must comply with and fulfil its obligation in respect of the Supplier Development and Localisation and the Industrialisation Program in accordance with, and as provided for, in the Supplier's SD&L Localisation Obligation Schedule.

Without limiting or derogating from ESKOM's other rights under the Agreement, including ESKOM's right to terminate the Agreement, ESKOM shall be entitled to claim (and to deduct from the consideration payable) a penalty equal to 2.5% of total contract value if the Service Provider fails to maintain the B-BBEE Level of Recognition as stated on the Agreement, subject to the provision that the penalty shall not be applied if the Service Provider re-achieves the required B-BBEE Level of Recognition for the balance of the Agreement for the duration of the contract.

4.1.3 Supplier Development Localization and Industrialization (SDL&I)

TBC

Commented [A1]: Discuss with Maluta

Job creation

The Service Provider must create Two (1) jobs as per the Scope of Work with the following breakdown:

Category	Jobs to be created
Junior Skill	1

4.1.4 Skills development

The Service Provider must commit to the skills development as shown in the below table:

Skill Type	Target	Service Provider proposal	Entry level	Exit level	Minimum Training
Occupational Hygiene practitioner	1		Registered occupational Hygiene assistant. (ROHA- SAIOH)	<ul style="list-style-type: none">All OHTA Modules	3 years

4.2 Subcontracting

The 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 Service Provider 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 sub-contract the whole of the services but shall subject to ESKOM's consent (which consent shall only be valid if given in writing and signed by the ESKOM Representative), be entitled to sub-contract selected parts of its obligations in terms of this Agreement to any other person/s, provided that such sub-contracting shall not relieve the Contractor of its obligations and the Contractor shall remain liable for all and any acts or emissions of such person/s as though they were acts or omissions of the Contractor.

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.

4.2.1 Preferred subcontractors

- The Supplier must be accredited to Variphone accredited or an equivalent standard for Variphone fitment and manufacturing.
- Provide proof of valid OEM accreditation or letter at the time of contract signing and upon request during the contract period.
- Capability to provide on-site fitment and maintenance and calibration when required.
- Compliant to SANS 1451.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- The supplier must be compliant to SANS 1451.
- Provide proof of valid accreditation and certification at the time of contract signing and upon request during the contract period.
- Provide Scope of Services.
- Capability to provide on-site sample collection and monitoring when required.
- Service Level Agreement

4.2.3 Limitations on subcontracting

- Critical processes, such as register maintenance and reporting, must remain under the direct control of the appointed contractor.
- The appointed contractor is fully liable for all work performed, including tasks delegated to approved subcontractors.
- The appointed contractor must disclose all subcontracting arrangements, including the scope of work, subcontractor qualifications, and location of services.

4.2.4 Attendance on subcontractors

N/A

4.3 Plant and Materials

4.3.1 Specifications

The Service Provider must provide transport for supply and delivery of Variphones.
Repair of defects

4.3.2 Contractor's procurement of Plant and Materials

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

4.3.3 Tests and inspections before delivery

- Pre-Delivery Quality Assurance Tests
- Conduct acoustic tests/Checks.

- Confirm that documented SOPs were followed throughout the process.
- Review calibration certificates for all equipment used in test.
- Check maintenance logs to confirm regular servicing and functionality of equipment.
- Ensure Completeness of Reports

4.3.4 Plant & Materials provided “free issue” by the *Employer*

N/A

4.3.5 Cataloguing requirements by the *Contractor*

- When cataloguing supply, maintenance and calibration services or related deliverables, contractors must adhere to stringent guidelines to ensure accurate, organized, and accessible documentation.

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

Kusile Power Station is a National Key Point and site entry shall be in accordance with ESKOM's Access Control Policies. The Service Provider shall comply to Kusile Power Station site rules and regulations. The Employer will provide perimeter security and access control for Kusile Power Station. Strict access control shall be implemented 24 hours a day at all entrances to Kusile Power Station. All persons and vehicles entering or exiting Kusile Power Station may be subjected to searches and the Employer reserves the right to refuse entrance 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 Kusile Power Station security and access control. These policies and procedures shall be strictly adhered to by the Service Provider. The Employer shall be entitled, at his discretion, to amend or relax the site security and/ or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation. Any breach of security shall be reported immediately to the Employer.

5.1.2 Access Control of Persons

The Service Provider and all other persons in his employ, including visitors, must be in possession of valid identification or access card supplied by the Employer. Applications for identification cards shall be made in the form prescribed by the Employer. The identification cards and fingerprint identification shall be used to gain access to Kusile Power Station and only persons with legitimate business and in possession of such identification cards will be allowed access.

Applications for identification cards and fingerprint imaging shall be made in good time 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 fingerprint check at security check points. Where a cardholder's right of access to Kusile Power Station 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 upon withdrawal of employee's right of access.

5.1.3 Removal of Persons from Kusile Power Station Site

The Employer may remove from Kusile Power Station or 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 activities on site, or who poses a risk to security or to the health and safety of persons at Kusile Power Station or any areas specified as forming part of the Site.

The employer furthermore will remove from Kusile Power Station, or 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 Service Provider's contracted personnel or as a visitor of the Service Provider, the Service Provider shall, at the request of the Employer, take all steps necessary to ensure his removal from Kusile Power Station Site or from such other places forming part of the Site, as the case may be.

5.1.4 Removal of Goods from Kusile Power Station site

All persons removing inter alia materials, equipment, toolboxes, temporary facilities etc. from Kusile Power Station 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 of Vehicles

Only a limited number of Service Provider's vehicles will be allowed onto Kusile Power Station site. As a rule, however, Service Provider's personal vehicles are not allowed onto Kusile Power Station's without obtaining necessary documentation as per Kusile Power Station's vehicle permit access policy. Vehicle entry discs will be issued at the discretion of ESKOM on receipt of an application signed by the Service Provider. Applications for vehicle entry discs shall be made in a form prescribed by ESKOM.

5.1.6 Visitors

Before entering Kusile Power Station, Visitors Applications shall be made in a form prescribed by ESKOM prior to access being required and visitors must be in possession of positive identification. The Service Provider's visitors shall be subject to all Kusile Power Station 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 ESKOM and must be accompanied by their hosts at all times whilst within Kusile Power Station site.

5.1.7 Firearms

Firearms will not be permitted onto Kusile Power Station 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 members of the South African Police Services (SAPS) and South African National Defence Force (SANDF) in the pursuance of official duties.

5.1.8 Perimeter Fences

The modification or removal of Station's fences is strictly prohibited unless otherwise instructed by the Employer.

5.1.9 Helicopter Traffic

In addition to compliance with applicable Law, helicopter landings at Kusile Power Station (except emergency aid Helicopter) require the prior approval of the Employer. Applications for landing shall be submitted in the form prescribed by the Employer. As a minimum, applications shall include the following details:

- Purpose of visit
- Date of landing
- Estimated time of arrival on and departure from site
- Number and names of passengers
- Company represented and registration number of helicopter.

5.1.10 Service Provider's Security

The Service Provider is solely responsible for the protection and security of the Works and all areas allocated to him, including his allocated lay-down and areas outside the site, if any, which are specified under the Contract as forming part of the site.

5.1.11 Cleanliness and Housekeeping

The Service Provider shall maintain a high standard of cleanliness during the conduct of his activities on site, and at other places, if any, as may be specified under the Contract as forming part of the site. The Service Provider shall, always 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 Service Provider shall always keep these areas clean and free from accumulation of waste materials and refuse regardless of the source.

During sweeping and dusting, the Service Provider 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.

5.1.12 Waste Removal and Disposal

The Service Provider is responsible for the prompt removal of all waste generated by him to a designated disposal area. The disposal area will be on or in the vicinity of the Site and will be designated by the Employer. Waste must only be disposed at a designated area into a designated bin or container.

The Service Provider shall provide an adequate number of marked bins and containers at offices, in yards, at workshops and on the Site for the temporary storage of waste. These bins and containers shall be at the satisfaction of the Employer. The Service Provider shall be required to segregate certain items of waste by type as designated by the Employer. Bins and containers shall be emptied, and waste removed to the designated area at least once a week. All the temporary storage areas for bins and containers must be kept tidy and shall not constitute a nuisance to others. The Service Provider shall take all reasonable steps to avoid the spillages of waste alongside the bins and containers and during removal and disposal.

All waste that cannot be contained in either a bin or container must be placed on a temporary waste site, the position of which shall be to the satisfaction of the Employer. The waste shall be removed as soon as possible, but in any event at least once a week. No burning of waste shall be allowed on Site. Hazardous Waste shall be dealt with in accordance with the Safety, Health and/ or Environmental requirements of the Contract, as applicable, and the Service Provider is solely responsible for the proper disposal thereof in accordance therewith.

5.1.13 Signage

No signage shall be erected by the Service Provider on 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 by the Employer. The positioning and content of the signage, whether required by applicable legislation and/ or otherwise required to be displayed by the Service Provider under the Contract shall be subject to applicable policies and procedures issued by the Employer from time to time.

No Service Provider notice boards will be allowed on the main road, other than signs necessary to facilitate deliveries, but the Service Provider will be permitted to erect his own notice board on Site, in the vicinity of the Site, or at other places, if any, as may be specified under the Contract as forming part of the Site, the positioning of which must have the prior approval of the Employer.

5.1.14 Works Area Limits

The Employer will designate the Working Area boundary limits and assign for the Service Provider's use of access roads, parking areas, storage areas, existing facilities area, and construction areas. The Service Provider shall not trespass in or on areas not so designated. The Service Provider shall be responsible for keeping own personnel out of areas not designated for Service Provider's use, except, in the case of isolated work located within such areas for which the Service Provider shall have been authorised under the work-coordination process.

5.1.15 Site Traffic

The Service Provider shall comply with the Employer's directions for the movement of traffic, vehicular or pedestrian, within the Site. The Service Provider shall interfere as little as possible with Site project, vehicular or pedestrian, during the performance of the Works. When necessary to cross, obstruct or close roadways or walks, the Service Provider shall provide notice to the Employer, obtain the permission from the Employer, and maintain suitable detours or other expedients for the accommodation of other Site traffic. In making open cuts across the traffic paths, the Service Provider, unless otherwise approved by the Employer, shall cut only one-half of the traffic paths at a time. These Site traffic provisions shall likewise apply to places, if any, outside the Site as may be specified under the Contract as forming part of the Site.

5.1.16 Dust Suppression

Except, as otherwise directed by the Employer, the Service Provider shall provide dust suppression for the Contractor's yard and for the Contractor's working areas. The Employer will, however, provide dust suppression for roads and other common areas which are not used exclusively or primarily by the Service Provider.

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

5.2.1 Hours of Work

Working hours on site is from 07H00 a.m. to 16H00 p.m. from Monday to Friday. The Service Provider is expected to always provide a resource as and when required.

5.2.2 Competence Testing of Service Provider's Personnel

Contracted personnel to be employed at 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 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 Service Provider's personnel to perform that specific operation on Site. This certification shall not reduce in any way the Service Provider's responsibilities to perform the Works as per the Contract requirements 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 Service Provider shall not recruit or attempt to recruit staff and labour from amongst the personnel of other Service Providers doing the similar works during the execution of the Works. The restriction shall not, however, prevent the Service Provider from recruiting a person where:

- That person has been demobilised or the employment of that person has been terminated for any reason other than resignation;
- The person has resigned and a period of ninety (90) days has lapsed from the date of resignation;
- The person has been released by the other Service Provider on site for employment by the Service Provider, and whereby written confirmation evidence is provided by the other Service Provider.

Notwithstanding the above, if a person has been dismissed by any other Service Provider for misconduct or for poor performance, he/ she shall not be employed by the Service Provider on Site or any other places, if any, as may be specified under the Contract as forming part of the Site without approval of the Employer.

5.2.4 Transportation of Service Provider's Personnel

Due to the remoteness of Kusile Power Station, the Service Provider is required to provide suitable transport to and from Kusile Power Station and /or to and from other places, if any, as may be specified under the Contract as forming part of the Site for Service Provider's personnel, particularly for unskilled and semi-skilled workers.

The Employer will provide parking for the Service Provider's use.

Without limiting the Service Provider's other obligations under the Contract relating to transportation of persons, the Service Provider shall ensure that his personnel are transported only in licensed and roadworthy vehicles driven by licensed drivers, which are fit for the purpose, properly maintained, and which comply with applicable Law as a minimum. Transportation of Service Provider's personnel in the back of trucks, tractors, or light delivery vehicles is strictly prohibited.

5.2.5 Canteen

The Employer will provide a Site Canteen. All other foodstuffs supplied by the Site Canteen to the Service Provider's management and/ or employees will be charged for in the ordinary course and will be for the account of the Service Provider or his personnel as may be arranged between them.

5.2.6 Site Induction Programme

The Employer will provide a generic Site Induction program for personnel and visitors to Kusile Power Station. This program will include as appropriate information regarding identification and access, site rules, Environmental Protection, Industrial Relations, Health & Safety, project information, and any other information related to the Station. All persons entering Kusile Power Station will be required to attend induction training and to attend repeat induction training as appropriate. The Induction Training is expected to take up to one-hour. Only Service Provider's personnel with positive identification will be allowed to attend induction training.

The provision of a Site Induction program by the Employer does not however, relieve the Service Provider of his obligation to ensure that his personnel and visitors receive appropriate induction training, and the Employer assumes no liability by providing induction training.

5.2.7 Substance Abuse Testing

There shall be zero tolerance for substance abuse at Kusile Power Station site and at other places, if any, as may be specified under the Contract as forming part of the Site. Throughout the duration of the Contract, periodic seminars and/ or 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. Service Provider's supervisory personnel and other key Service Provider's personnel involved at the works on Site shall be required to attend this training and the Service Provider shall make his personnel available for and encourage their participation in these programs.

Any person who is or appears to the Employer to be under the influence and/or has failed or refused to submit to a substance abuse test may be refused access to Site. If such personnel are the Service Provider's personnel, the Service Provider shall take necessary steps against such a person, including disciplinary action where appropriate, and the removal of the person from Site.

Being 'under the influence' includes the presence of drugs or alcohol in a person's system, whether detectable through behaviour and/ or testing, to the extent the person's facilities are in any way impaired and/ or to the extent the person is unable to perform work in a safe and productive manner. In so far as the consumption of alcohol is concerned, alcohol in the blood in excess of 0.02 percent shall be considered as being under the influence. Without limitation, persons shall likewise be considered to be under the influence where the presence of drugs or alcohol corresponds to or exceeds accepted medical standards or those prescribed under applicable Laws.

The Employer shall be entitled to conduct random testing of any person at the Site and / or require the Service Provider to test any of his personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

The Service Provider shall, at his cost, put in place measures including all required testing capabilities necessary to ensure compliance therewith. The measures to be employed by the Service Provider will include a Drug Detection and Prevention Program which will include, but not limited to the following:

5.2.7.1 Pre-assignment Testing

Contractor's personnel at Site must pass a pre-assignment drug screening and /or alcohol test. This pre-assignment test must be undertaken within ten (10) days prior to reporting for work at Site. Contractor personnel will only be permitted initial access to 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 Site on a short-term basis (not longer than 14 days unless otherwise approved by the Employer) are not subject to this pre assignment drug/ alcohol testing requirement.

5.2.7.2 Continuous Random Drug Testing

The Service Provider periodic, un-announced (random) testing on Site at least once per month. The date of such a testing shall be selected using a means that, to the Employer's satisfaction, randomly selects a date within the time frame specified, so that the date is unpredictable to the potential subject of the testing.

Service Provider's supervisory personnel on Site will not be informed of the date of testing and the selected personnel will not be notified until the morning of the selected date. Service Provider's personnel to be tested shall be selected using a means which, to the Employer's satisfaction, randomly selects the number of subjects (10% minimum) from among the pool of all Service Provider's personnel at Site. Possible subjects shall include all Service Provider's present at the Site on the day selected for random testing, including those who have been selected for testing on previous occasions. The subjects shall be identified by a Unique Identification Number. It is therefore conceivable that an individual could be selected for testing more than one time at any given period.

Testing shall, as a minimum:

- Comprise onsite enzyme immunoassay screening and/ or colorimetric alcohol saliva screening and include for;
- Cocaine, opiates, amphetamines, and marijuana;
- The Contractor shall be required to confirm all positive tests by gas chromatography or mass spectrometry laboratory analysis, or by other means acceptable to the Employer;
- The Contractor shall provide regular updates of these random tests to the Employer. All positive tests shall be reported to the Employer immediately and in writing;
- Evidence that a Contractor's personnel have passed a substance test shall be provided to Employer within three (3) days of completing the test.

5.2.8 Accommodation Policy

No accommodation will be provided by the Employer.

5.2.9 Industrial Action Policy

The Service Provider shall comply with the State Security Agency (SSA) conditions as applicable.

5.3 Health and safety facilities on the Affected Property

5.3.1 Medical Facility

The Employer will provide an Occupational Health Medical Facility consisting of a medical and trauma unit to provide the required medical treatment to everyone on Site. The Facility will be staffed by Occupational Health professionals. The Employer shall be responsible for all transportation to nearest capable medical facilities by means of an ambulance or helicopter, if required.

5.3.2 First Aid Facilities

The Employer will provide First Aiders and fully equipped first aid boxes to deal with minor injuries and illnesses until advanced medical help arrives. These First Aiders will be appointed in accordance with the OHS Act 85 of 1993.

5.3.3 Firefighting Facilities

The Employer will provide portable fire extinguishers and fire hose reels which will be strategically placed in all areas at the Site in accordance with the OHS Act 85 of 1993.

5.4 Environmental controls, fauna & flora

The Service Provider shall comply with the Environmental criteria and constraints stated in Kusile Environmental Management Plan as updated.

5.5 Cooperating with and obtaining acceptance of Others

Except as directed by the Employer, the Service Provider shall in no way interfere with, remove, adjust, or operate plant, materials and/ or equipment of or being supplied operated by other Service Providers. Without derogating from the foregoing, the Service Provider shall not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld onto reinforcing bars, or structural steel without the approval of

the Employer. The Service Provider shall, at all times, keep the work of other Service Providers, free from dropping, dripping and spattering of materials used in the Works.

5.6 Records of Contractor's Equipment

The Service Provider is responsible for replacement and replenishment of materials, consumables, equipment, and vehicles. Asset registers of such equipment shall be provided by the Employer and maintained by the Service Provider and shall be audited by the Employer from time to time.

5.7 Equipment provided by the Employer

Please refer to Occupational Hygiene Laboratory Services Scope of Work: **240-133222096**

5.8 Site services and facilities

5.8.1 Provided by the Employer

Not applicable

5.8.2 Provided by the Contractor

Not applicable

5.9 Control of noise, dust, water and waste

Generally, or otherwise stated in the Contract, the Employer will be responsible for noise, dust, water, and waste control.

5.10 Hook ups to existing works

Not applicable

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The Service Provider is responsible for providing quality service as per the scope requirements and rectifies all defects within an agreed period.

The Service Provider shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off, where applicable, completion reports of acceptance by the Employer.

5.11.2 Materials facilities and samples for tests and inspections

Not applicable

6 List of drawings

6.1 Drawings issued by the Employer

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

Drawing number	Revision	Title

ESKOM HOLDINGS SOC Ltd
Supply, Maintenance and calibration of Variphones for Kusile Power Station

CONTRACT NUMBER _____
