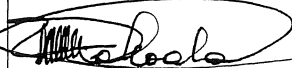

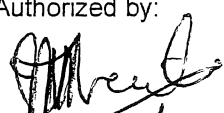
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Part 3: Scope of Work

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The work covers Emergency Diesel Generator Maintenances and Services at Kusile Power Station Project Construction Site. The Employer plans to maintain and service all emergency backup Generators in the Project for the period of 12 months, from 01 November 2022 to 31 October 2023.

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

The Contractor shall provide all labour, supervision, equipment, tools, supplies and material to perform the maintenance services as specified herein as the Generators need to be serviced on a quarterly and annual basis to avoid permanent damage which will result in electrical outages on site.

1.2 Employer's requirements for the service

The Contractor shall perform routine services and or breakdown maintenance, as and when directed by the Employer's Service Manager/Supervisor, the services include supply of batteries, battery terminals, starters, alternators, fan belts, cables, cable lugs, equipment and repair the damaged components but not limited to the below high-level scope of work.

- Replace lubricant
- Replace all filters
- Check all safeties for proper operations
- Check all V belts for wear and tension
- Check and clean engine and radiators
- Lubricate all necessary points (breaker contacts)
- Check and clean change over panels
- Check battery and terminal conditions
- Test run unit to check for any defects
- Clean unit and plant chamber after completion of work
- Diesel and oil spillage clean-up
- Breaker panels clean-up
- To check and correct loose connections on the breaker panels

This scope is for the regular services of the various Diesel Generators at Kusile Power Station Project, in line with the manufacture's guideline on servicing. The Generators with respect to this works information are as follows:

Generator details	Location/description
CATERPILLAR 900kVA,720kW,400V C32	1200-Seater Canteen Generator
OLYMPIAN 330kVA,240kW,400V	IR Generator
ELEGEN 200kVA,160kW,400V	ACB Generator – North Gate Security
OLYMPIAN 110kVA,88kW,400V GEP 110	Old Fire and Medical Generator
CATERPILLAR 1100kVA,880kW,400V C32	2000-Seater Canteen Generator
OLYMPIAN 165kVA,132kW,400V GEP 165	Security and Induction Generator
CATERPILLAR 500kVA,400kW,400V C15	CM Building Generator
CATERPILLAR 500kVA,400kW,400V C15	HV Yard Generator
CATERPILLAR 1100kVA,800kW,400V C32	MSP 29 Generator
ELEGEN 630kVA,400V	ADDD Generator

1.3 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
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

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

1.4.2 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
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

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 Project Site, the Contractor is not required to maintain a suitable office at the Project Site. The Contractor shall maintain a remote office where they shall be able to receive drawings, instructions or other communications or notices under the Contract.

The Contractor shall maintain, at the Contractor's remote office, one complete, up-to-date copy of the Contract and all Contract related documents (including Contractor's Documents, Drawings and Documents issued by and to the Contractor, Compensation Events, Progress Reports, Correspondence, Non-conformance Reports etc.). Without limitation the Contractor shall maintain at the Contractor's Remote Office one up-to-date copy of all approved shop drawings, product data, samples, and other submittals required of the Contractor. These documents shall be available to the Employer at all times.

The Contractor adheres to the maintenance schedules provided but not limited to it.

Response Times

The Contractor shall comply with response times for maintenance items as follows:

Area	Response Time	Planned Maintenance Intervals
<ul style="list-style-type: none"> Corrective Maintenance (defects) on any of the detailed Generators 	1 Hour	On Request
<ul style="list-style-type: none"> Call out/standby to attend to failures on any of the Generators onsite 	1 Hour	On Request
<ul style="list-style-type: none"> Three monthly service on all Generators 	48 Hours	Every Three months
<ul style="list-style-type: none"> Annual service on all Generators 	48 Hours	Yearly

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

2.2 Management Meetings

The following requirements for conducting Project 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 Project Site administrative control. The Contractor and all Sub-Contractors shall attend other Project Site meetings when deemed required by the Employer to coordinate the Works.

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Progress feedback meeting	On request	Kusile site Boardroom to be communicated on meeting request	Employer and Contractor Representative

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. Organogram shall detail the contact person in case of break downs, scheduled services, finance etc.

2.4 Provision of Bonds and Guarantees

Not Applicable.

2.5 Documentation Control

The Contractor will submit the following 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
Service report	On every service
Job card (instruction form)	On every call out
Maintenance report	On every maintenance

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, package number, contract number and subject matter.

Documents shall be delivered in electronic format (Microsoft Office 2003 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 Project
Suite 46
Postnet
1035
Attention: Mafanetza Madamalala
Tel (013) 699 7397

Invoices shall be e-mailed to the following address 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

The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1 TSC.

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.

The following are the SHE requirements needed to be compiled in detail and submitted by the contractor

- A baseline risk assessment
- H&S costing
- Competency
- Acknowledgement of Eskom's rules & requirements
- Health and Safety Plan
- Valid Letter of Good Standing
- Medical
- SHE policy

The contractor shall be provided with the latest SHE Specification, Baseline risk assessment and annexure B (Acknowledgement of Eskom rules).

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)
- Record of Decision (RoD)
- Waste Management Procedure
- National Waste Norms and Standards
- Method statements as per EMP/ SES requirements

3.3 Quality Assurance Requirements

The *Contractor* shall comply with all requirements specified in the Eskom standard, 240-10565800" Supplier Quality Management Specification" (QM58).

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 requires to execute the scope.
- The services of all buyers, contracts officers, inspectors, expeditors 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.

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 Project 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 Project 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 Project 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 Project 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 Project 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 fingerprint identification shall be used to gain access to the Project Site and only persons with legitimate business on the Project Site and in possession of such identification cards will be allowed access.

Applications for identification cards and fingerprint 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 fingerprint check at the security check points. Where a card holder's right of access to the Project 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 Project 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 Project Works or to the progress thereof, or who poses a risk to security or to the health and safety of persons at the Project 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 Project 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 Project Site (or from such other places forming part of the Site, as the case may be).

5.1.4 Removal of Goods from the Project Site

All persons removing inter alia materials, equipment, toolboxes, temporary facilities etc. from the Project 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 Project Site. As a general rule, however, Contractors' and visitors' personal vehicles are not allowed within the Project 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 Project 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 Project 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 Firearms

Fire-arms will not be permitted on the Project 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 Project Site Fences

The modification or removal of Project Site 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 the Project Site (except emergency aid Helicopters) require the prior approval of the Employer. Applications for landing shall be submitted in the form prescribed by the Employer. Applications shall include the following details, as a minimum:

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

5.1.10 Contractor's Security

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

For areas outside the Project 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.

5.1.11 Cleanliness and Housekeeping

The Contractor shall maintain a high standard of cleanliness during the conduct of his activities on the Project 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.

5.1.12 Signage

No signage shall be erected by the Contractor at the Project 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.

No Contractor notice boards will be allowed on the main road, other than signs necessary to facilitate deliveries, but the Contractor will be permitted to erect his own notice board on the Project 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.

5.1.13 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.

5.1.14 Project Site Traffic

The Contractor shall comply with the Employer's directions for the movement of traffic, vehicular or pedestrian, at the Project Site. The Contractor shall interfere as little as possible with Project Site traffic, vehicular or pedestrian, during the performance of the Works. When necessary to cross, obstruct or close roadways or walks, the Contractor shall provide advance notice to the Employer, obtain the permission from the Employer and maintain suitable detours or other expedients for the accommodation of other Project Site traffic. In making open cuts across traffic paths, the Contractor, unless otherwise approved by the Employer, shall cut only one-half of the traffic paths at a time.

These Project Site traffic provisions shall likewise apply to places, if any, outside the Project Site as may be specified under the Contract as forming part of the Site.

5.1.15 Dust Suppression

Except as otherwise directed by the Employer, the Contractor shall provide dust suppression 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 Contractor.

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 during weekends and after hours during the week as and when required.

5.2.2 Competence Testing of Contractor's Personnel

Contractor's Personnel to be employed at the Project 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 Project 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).

Notwithstanding the above, if a person has been dismissed by any other Project Contractor for misconduct or for poor performance, he shall not be employed by the Contractor on the Project Site (or at any other places, if any, as may be specified under the Contract as forming part of the Site) without the prior approval of the Employer.

5.2.4 Transportation of Contractor's Personnel

Due to the remoteness of the Project Site, the Contractor is required to provide suitable transportation facilities to and from the Project 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 Employer will provide a bus loading and unloading area and bus parking outside the Project 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.

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

5.2.5 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 Project 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.

The provision of a Project Site induction program by the Employer does not, however, relieve the Contractor of his obligation to ensure that Contractor's Personnel and visitors receive appropriate induction training and the Employer assumes no liability by providing induction training.

5.2.6 Substance Abuse Testing

There shall be zero tolerance for substance abuse at the Project 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 Project 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.

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 the Project Site. If such

person is Contractor's Personnel, the Contractor shall take necessary steps against such person (including disciplinary action, where appropriate, and the removal of the person from the Project Site or from other places, if any, as may be specified under the Contract as forming part of the 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. Insofar as the consumption of alcohol is concerned, alcohol levels 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 Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) and/or require the Contractor to test any Contractor's Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

The Contractor shall, at his cost, put in place measures (including all required testing capabilities) necessary to ensure compliance herewith. The measures to be employed by the Contractor will include a drug detection and prevention program which will include, but not be limited to, the following:

5.2.7 Pre-Assignment Testing

Contractor's Personnel at the Project 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 Project Site. Contractor's Personnel will only be permitted initial access to the Project 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.

5.2.8 Continuing Random Drug Testing

The Contractor shall conduct periodic unannounced (random) testing at the Project 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.

Contractor's supervisory personnel at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) will not be informed of the date of testing and the selected Contractor's Personnel will not be notified until the morning of the selected day.

Contractor'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 Contractor's Personnel actually at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). Possible subjects shall include all Contractor's Personnel present at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of 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 and individual identification number. It is therefore conceivable that an individual could be selected to undergo testing more than one time in 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 / 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 Contractor's Personnel has passed a substance test shall be provided to Employer within three days of completion of the test.

5.2.9 Accommodation Policy

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

5.2.10 Industrial Action Policy

The Contractor shall comply with the SSA conditions as 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 at the Project Site to provide initial medical treatment to Project Site personnel. The facility will be staffed with professional medical personnel. These personnel will be on the Project Site when significant construction operations are in progress. 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

None.

5.7.1 Project Site Roads and Parking

The Employer will provide and maintain construction parking and general use roads on the Project Site. A construction 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.

5.7.2 Water

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

Potable water use shall be limited to servicing Project 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.

5.7.3 Sanitation and Sewage

The Employer will provide and operate a sewage treatment plant and general use toilet facilities at the Project Site. Until this plant and toilet facilities are in operation and to supplement Contractor's remote work areas, the Employer will provide the necessary sanitary facilities for all Contractors. This will include chemical toilets and toilets with holding tanks as needed. Routine maintenance and emptying of these facilities shall be based on the level of usage to assure sanitary and health requirements are met. The Contractor shall provide, maintain, and remove when no longer needed, all pipe, pumps, and hardware to connect the sewage treatment plant to his office facilities from a connection point designated by the Employer. Installations shall be to the satisfaction of the Employer.

5.7.4 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 construction parking area and the Project Site entrance, at the site office areas, immediately outside the Boiler and Turbine houses and near power centres.

No local or Project Works lighting will be provided by the Employer. 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.

5.8 Hook ups to Existing Works

Not applicable.

5.9 Tests and inspections

5.9.1 Description of Tests and Inspections

The Contractor is responsible for providing quality inspections as per the scope requirements and rectifies all defects within agreed time period.

The Contractor shall supply the end of job documentation associated with the services. The end of job documentation consists of the signed off (where applicable) completion forms of acceptance by the Employer.

5.9.2 Materials Facilities and Samples for Tests and Inspections

Not Applicable.

