

 Eskom	Scope of Work	Kusile Site and Kendal Village
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## **1 INTRODUCTION**

Supply a Complete Catering Service to employees of Kusile Site and Kendal Contractors Village.

## **2 SUPPORTING CLAUSES**

### **2.1 SCOPE**

#### **2.1.1 Purpose**

Production of meals on site as well as delivery and serving of meals to the employees of Kusile Site and Kendal Contractors Village.

Meals to be served will be approximately 6 000 per day at kick off and scale down towards completion.

Lunch time is from 11:00 to 14:00.

Overtime meals served at 19:00 and midnight meals served at 23:00 are provided to Contractors working night shift.

Breakfast, supper, and limited lunch to be served at the Kendal Contractors Village.

Village mealtimes are:

- Breakfast - 04:30 to 08:00
- Lunch - 12:00 to 13:00 and Sunday 11:00 to 13:00
- Supper - 16:30 to 20:00

The on-site facility is provided by the *Employer* and is fully equipped to produce 10000 lunches, 1180 Breakfast and 1180 Dinner meals per day.

The Contractor shall be registered with a recognised Food Association Regulatory Body for example FEDHASA (Federated Hospitality Association of South Africa), CATRA (Cutlery and Allied Trades Research Association) or SA Chefs Association, etc. Further to that the *Contractor* shall be required to register and comply with all associated Safety, Health, and Environmental Acts and Bodies based on Eskom, - Kusile Site and Kendal Contractors Village requirements. The *Contractor* must have experience under Catering Contracts in the role of the main contractor serving more than 1000 meals per day.

#### **2.1.2 Applicability**

This document shall apply to Eskom Holdings Limited, Group Capital Division with reference to Kusile Site and Kendal Contractors Village.

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## 2.2 NORMATIVE/INFORMATIVE REFERENCES

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

### 2.2.1 Normative

- [1] SANS all South African National Standards pertaining to Food Industry
- [2] HACCP Hazard Analysis and Critical Control Points
- [3] SSA Site Specific Agreement
- [4] Eskom Food Hygiene and Safety Management 39-113
- [5] OHSAS ISO 45001-, Occupational Health and Safety Management Systems
- [6] ISO 9001 Quality Management Systems
- [7] Medical Surveillance and Fitness for Duty Procedure 240-84733329
- [8] NEMA National Environmental Management Act
- [9] NEMA: WA National Environmental Management Act: Waste Act
- [10] SES Standard Environmental Specifications

### 2.2.2 Informative

- [11] ISO 14001: Environment Management System
- [12] Project Management Institute Standards and Guidelines
- [13] King IV Report on Corporate Governance for South Africa
- [14] 240-130905388 Generation Projects/Expenditure planning and approval process

## 2.3 DEFINITIONS

Definition	Description
2000-Seater Canteen	means where the <i>Contractor</i> re-gen and serve meals to the General workers and Semi-Skilled workers
Artisans	means a worker of Eskom, Black & Veatch, Contractors and Subcontractors, as classified by the SSA agreement

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Definition	Description
<i>Contractor or Service Provider</i>	means an Employer as defined in Section 1 of the OHS Act, who is formally contracted (directly or indirectly) by Eskom and performs work for the Catering Services
<i>Employer</i>	<i>Employer</i> will be Eskom Holdings SOC Ltd (Kusile Power Station Project)
General workers	means a worker as defined by the SSA agreement.
KET – Kusile Execution Team	KET – Kusile Execution Team means Professional and/or Management Staff of Eskom and/or Black and Veatch
Main Canteen or Kitchen	means where meals will be prepared and served, for artisans and management personnel and preparation will take place for General workers and Semi-Skilled Workers
Project Manager	means an Eskom representative appointed to manage the Contract
Re-Generate	means re-heating of meal packs
SACO System	Access Control System at Canteens
Satellite Canteens	means where meals will be served to the Contractors General workers
Semi-Skilled workers	means a worker as defined by the SSA agreement
Village	means the Kendal Contractors Village

### 2.3.1 Disclosure Classification

#### Controlled disclosure

### 2.4 ABBREVIATIONS

Abbreviation	Description
COVID-19	The coronavirus disease 2019 (COVID-19)
FEDHASA	Federated Hospitality Association of South Africa
HACCP	Hazard Analysis and Critical Control Points
IT	Information Technology
LDV	Light Delivery Vehicle

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Abbreviation	Description
OHS Act	Occupational Health and Safety Act
POS	Point of Sale
PPE	Personal Protective Equipment
SANS	South African National Standard
SDL&I	Supplier Development, Localisation and Localisation
SHEQ	Safety Health Environment and Quality
SSA	Site Specific Agreement

## 2.5 ROLES AND RESPONSIBILITIES

The following sections contain specific functions within each of the following roles and responsibilities related to the execution of the works, but is not limited to below:

### 2.5.1 The *Contractor*

2.5.1.1 Ensure compliance to all requirements within this document

2.5.1.2 Provide training and create awareness to their employees

### 2.5.2 The *Employer*

2.5.2.1 Provides Eskom and site-specific Standards and Procedures

2.5.2.2 Compliance Monitoring

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### 3 DOCUMENT CONTENT

#### 3.1 SCOPE OF WORK

##### 3.1.1 Contractor's Responsibilities

###### 3.1.1.1 Staffing

The *Contractor* is responsible for:

- a) For continuity in operations, service, and stability on site we request that existing staff be considered primarily when mobilizing the workforce, the transition timeline, stock on site and day one service plan
- b) Staff to receive SSA time and attendance bonuses yearly over and above, *Contractors'* normal remuneration contribution. **The Contractor to familiarise themselves with the SSA agreement and adhere to sections pertaining them.**
- c) Have the appropriately qualified and trained staff for the safe & hygienic production, transport and serving of meals according to industry norms. NB: See Tender Technical Evaluation Strategy for number of points associated with number of employees, preferably a total number of 130 employees.
- d) Organogram and CVs of all key personnel (Project Manager, Production Manager and Finance/Admin Manager) to be provided, desirable each with 5 or more years' experience.
- e) Have Supervisors at each facility, with a manager that has the means to be mobile.
- f) Provide staff transport as per Kusile Power Station Employer Policies and Procedures
- g) Provide sufficient PPE as prescribed by the catering, hospitality and construction industry standards including the all COVID-19 requirements.
- h) Provide sufficient and appropriate uniform for all staff, with a clean set for each shift
- i) Undergo medical evaluations for all employees as prescribed by the Employer SHEQ Medical Surveillance and Fitness for Duty Procedure - 240-84733329
- j) Recruitment and skills development as per contractual requirements.

###### 3.1.1.2 Food Production

The *Contractor* is responsible for:

- a) Providing only High Quality "A" grade ingredients required to prepare the meals
- b) Using the existing method **(Cook Chill) at 2000-seater and Cook Serve at Main Canteen and Kendal Village** to keep uniformity. Method statements and Check Sheets to be in place.

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- c) Cooking/preparing the appropriate meals as per agreed menus according to the specifications as per Menu Specification on the Pricing Schedule
- d) Use approved standardized recipes to produce meals (to be provided by the *Contractor*)
- e) Meal Packs to have 4 days shelf life
- f) Production will be 7 days a week to ensure maximum efficiency of shelf life.
- g) **The *Employer* will not consider any expired meals if there is no Sunday, SSA Off Days or Public Holidays Production.**
- h) Procurement of raw materials in accordance with SD&L targets.
- i) Re-generate meals at the satellite canteens.
- j) Have a full traceability system that can trace or analyse the product all the way back and pinpoint the specifics in each step of production according to all relevant Acts and Requirements.
- k) Back-Up power at Kusile site is supplied by the *Employer* but managed and maintained by the *Contractor*.
- l) Back-Up Power at the Village is supplied and maintained by the *Contractor*.

### 3.1.1.3 Hot Boxes

The *Contractor* is responsible to:

- a) Provide hot boxes that can maintain a safe temperature according to Food Safety and Control.
- b) Must be durable to withstand rugged handling
- c) Maintain a safe temperature (SANS 10156) for at least 6 hours
- d) Have enough hot boxes to keep at least 60 percent of required meals at any stage
- e) Clearly labelled and numbered for traceability
- f) Have capacity to keep at least 22 Food Containers
- g) Hot boxes to be approved by the *Employer*

### 3.1.1.4 Menus

*Menu Specification and Menu: See Pricing Schedule.*

- a) Must comply with the stated laws, regulations, and specifications
- b) All menu changes to be approved by a registered dietitian
- c) The *Contractor* shall ensure the meals meet basic diet standards
- d) The menu will be based on a 16-day cycle (8 Red and 8 White meat) and will be reviewed quarterly.
- e) Daily include special diet menus (vegetarian, diabetic, low fat and low salt)

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- f) During the initial start-up period stick to the supplied menu as it is the agreed menu and put together by various forums. Any changes must go through a process of testing and approval of these forums (Catering Steering Committee, Food Committee and End Users).

### **3.1.1.5 Distribution and Serving**

The *Contractor* is responsible for:

- a) Distribute, deliver and serve meals at the remote canteens, located on the construction site (Kusile and Kendal Contractors Village).
- b) Always have enough vehicles and drivers on standby.
- c) Have Supervisors at each facility, with a manager that has the means to be mobile.
- d) Vehicle for transportation of meals needs to be customized to deliver a hot or cold meals, dust free and uncontaminated meals to the Kusile General Workers canteens and Kendal Village with a minimum of one 3 Ton refrigerated truck and two vehicles suitable for food transportation.
- e) Provide documented, Take-Out service to Contractors with own eating areas, from collection in hot boxes to return of issued hot boxes and all waste associated with meals.
- f) Weekly inspections of selected take-out canteens or eating areas of Contractors on site and reporting on any issues found at these canteens, including night shift service. A weekly report to be submitted to Contract Manager, failure to do so may result in Non-Conformance penalties.
- g) Vehicle dedicated to providing office services to Park Home Offices. Over 40 Park Home Offices all over site in various areas.
- h) Provide a 7-day service to various Control Rooms on site (Including Sundays and Public Holidays).

### **3.1.1.6 Hygiene / food safety**

The *Contractor* is responsible for:

- a) Managing and maintaining clean and hygienic facilities including but not limited to offices, inside Ablutions, Change Rooms, Kitchens, Dining rooms, Waste Areas, Fat Traps, and areas surrounding Facilities.
- b) Clean and clear all dining facilities and kitchen area before, during and after meals
- c) Always maintaining a visibly clean and neat working area inside and outside off facility (Housekeeping).
- d) Daily Cleaning of all facilities and all equipment at all facilities with method statements and check sheets.
- e) Deep clean all facilities at least once a week Stripping, scrubbing, and resealing of all floors each Pay/SSA weekend.
- f) Drains sewage / gulley's, fat/grease traps will be monitored and maintained according to the Water Act, SANS, and HACCP requirements.

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- g) The cleaning and maintaining of kitchen fat/grease traps daily. Keeping a register of collection of wastewaters collected by external service provider and submitting a report weekly to contract manager including readings from water flow meter.
- h) Cleaning and maintaining water chlorination and filtration system.
- i) Keeping the kitchen and all kitchen equipment clean and sanitized on an ongoing basis
- j) Food temperature control according to Food Safety and Control Legislation in South Africa
- k) Undergo monthly external audits
- l) Pest and rodent control according to all SANS requirements regarding Food Premises at all areas used by the Service Provider Control and Management of Cat population around the Canteens.
- m) Manage and follow all current and new health issues, COVID-19 protocols, regulations and requirements as set out by Government and Kusile Site *Employer* Policies. The requirements can become stricter or more relaxed and the *Contractor* must adapt accordingly.

#### **3.1.1.7 Access Control**

The *Contractor* is responsible for:

- a) Effective management, maintenance, and replacement of provided SACO canteen access control system including all the Hard and Soft ware (IT), links, to and from all facilities and licences.
- b) Daily Record/ breakdown of all scanning.
- c) Own Information Technology (IT) technician on site looking after all IT systems and canteen access control including processing new applications and all tasks related to IT systems.

#### **3.1.1.8 Waste Management**

The *Contractor* is accountable for

- a) All food waste in delivery material (food or other) to site, preparation of food, consumption of left-over food and cleaning.
- b) A waste plan/method statement to be attached to tender document
- c) Waste, Used Oil and Fat to be sorted and placed in skips and drums provided by the *Employer*, management and control responsibility still lies with the *Contractor*
- d) Removal of all waste placed in skips daily by Waste Removal Contractor, provided by the *Employer*. Management and control responsibility of all waste areas around the Canteen still lies with the *Contractor*.
- e) Good housekeeping and cleaning of all areas daily
- f) Provide pest and rodent control according to all SANS requirements regarding Food Premises

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#### 3.1.1.9 Administration

The Contractor is responsible to:

- a) Supply and maintain good communication system including all Links to all facilities on and off site.
- b) Have Operations Continuity & Emergency Planning Processes (planning for community unrest, labour unrest and industrial action) in place.
- c) **Note:** Access Control and Office/Admin (IT) systems are priced on different lines and should not be combined under one line, should the *Employer* suspend one service that whole line will fall away.
- d) Keeping inventory registers and regular verification of all assets or equipment as supplied by Eskom.
- e) Maintaining an overall high standard of management of the kitchen and dining hall facilities.
- f) Maintain a proper auditable record keeping system with daily, meal by meal, feedback.
- g) Customer satisfaction rating system with daily feedback to *Employer*
- h) The *Employer* reserves the right to full access of all records.
- i) Own Point of Sale (POS) system for Main Kitchen Sales.

#### 3.1.1.10 Maintenance

The Contractor is responsible for:

- a) Preventative maintenance and repair of all equipment and buildings used by the *Contractor*.
- b) Provide a comprehensive maintenance plan for:
  - i. S/Steel Tables,
  - ii. Chip warmer,
  - iii. Capdam Pots,
  - iv. Tilting Pans,
  - v. Can Opener -Industrial,
  - vi. Combi Steam Ovens 20 Pan,
  - vii. Oven Trays,
  - viii. Double Fish Fryer,
  - ix. Cutting board Stands,
  - x. Fridges, Freezer Rooms,
  - xi. Blast Chilling Rooms,
  - xii. Packing Room,
  - xiii. Tawing Area,
  - xiv. Meat Prep Bin,
  - xv. Scotsman Ice Makers,
  - xvi. S/S Griller,

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- xvii. S/S STEEL Extraction Canopy Ducting Axial Fan 710 via 3.0 kw Fan,
- xviii. Perforated Trolleys,
- xix. Stands for 6 Pan Oven Large,
- xx. Stand for 6 Pan Oven Small,
- xxi. Aluminium Shelves 4 Shelves,
- xxii. Cold Meat Slicer, Sink Top,
- xxiii. Trolleys,
- xxiv. Prenox Ovens,
- xxv. Pulsar cooker mixer twin,
- xxvi. Stainless steel trolley,
- xxvii. Solid stove,
- xxviii. Unox ovens,
- xxix. Unox oven trolleys,
- xxx. Pot racks Two Wheel Trolley,
- xxxi. Small Platform Scale,
- xxxii. 30 KG Scales,
- xxxiii. 2-wheel Heavy Duty Trolleys,
- xxxiv. Pallet jacks,
- xxxv. Pallet scale,
- xxxvi. Hydroboil,
- xxxvii. Salad Top Fridge,
- xxxviii. Hot plate Warmer,
- xxxix. 3 Division Bain Marie,
- xl. Fridge Cooler,
- xli. Projector screens (Sneeze Guards),
- xl.ii. Projector holder,
- xl.iii. S/S Small Table (Trolley),
- xl. iv. Turn Styles,
- xl. v. Chairs,
- xl. vi. Gas heaters,
- xl. vii. 200-seater tables,
- xl. viii. 200-Seater chairs,
- xl. ix. Cutlery holders,
- l. S/S Serving counter,
- li. Pie warmer,
- lii. Deep fryer,
- liii. Aspre Ovens,
- liv. S/S Oven Shelves,
- lv. Double basin,
- lvi. Small Washing Bases,
- lvii. Cooler Box Stands,
- lviii. Green Folding Tables,

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- lix. Black Chairs,
- lx. Office Cupboards,
- lxi. Office Black Chairs,
- lxii. Office Table,
- lxiii. Cartwheels (Dollies),
- lxiv. 6 Man Steel Tables,
- lxv. Staff Cupboards,
- lxvi. 4-wheel Heavy Duty Trolley,
- lxvii. Dock leveller,
- lxviii. Urns,
- lxix. 500mm Fans,
- lxx. Dish Washing All Purpose Plate,
- lxxi. Dishwashing Machines for Trays,
- lxxii. Dishwasher rack type top tech,
- lxxiii. Line drying for top tech,
- lxxiv. Dishwashing machines for plates and Trays,
- lxxv. 3 meter/s Extractor Fans,
- lxxvi. Food Server Front Loader Single Black,
- lxxvii. C5C Laundry Trolley,
- lxxviii. Colget dishwasher,
- lxxix. Soaking Spec Tanks
- lxxx. Coffee Vending Machines,
- lxxxi. Wheels on Trolleys and Dollies,
- lxxxii. Geysers,
- lxxxiii. Water Tanks,
- lxxxiv. Doors,
- lxxxv. Windows,
- lxxxvi. Fly Screens,
- lxxxvii. Strip Curtains,
- lxxxviii. And all other Equipment not listed.

c) Site based maintenance team or teams.

d) Replacement of Kitchen Equipment is paid for from the Kitchen Equipment line. Not exceeding the initial tendered amount. Tendered amount must be based on replacement of, but not limited to, a Minimum of:

4 X Prenox 40 Pan Ovens

2 X 80 litre Cast Iron Tilting Pans

1X Double Capdam Pot 250 litre with stirrer

1 X Dishwasher for washing trays (6000 trays per day)

Above minimum does not limit the usage of line for specified items only nor does the value of the line limit the *Employer* to request that equipment not listed or priced for to be replaced. Any Equipment that needs to be replaced after the Equipment line is

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depleted is for the *Contractors* own account. The equipment is old and used extensively. Any equipment purchased must be done on the *Employers'* approval. All Equipment used must be in a working condition when the contract ends. Final assessment may be delayed or used for replacement of equipment not in good and working order.

#### **3.1.1.11 Cutlery and Crockery**

The Contractor is responsible for:

##### **General workers:**

Food Container must:

- a) Be biodegradable/recyclable, undivided with a lid
- b) Be able to withstand reheating up to 100 degrees Celsius in a convection oven
- c) Be able to withstand weight pressure during packing
- d) Be able to keep meals that has a 4-day shelf life

Disposable plastic cutlery (high quality grade) 2 x salt, pepper, serviette, and toothpick in a sachet.

##### **Management Personnel and Artisans (Main Canteen):**

- a) Melamine white serving set
- b) Disposable plastic cutlery (high quality grade), salt, pepper, serviette, and toothpick in a sachet.
- c) Nonslip trays

After inspection, once off procurement of smalls on *Employer* approval basis. Only if the *Contractor* priced correctly on the Pricing Schedule. There after upkeep of levels is for the Service Providers' account.

##### **Kendal Village:**

- a) Melamine white serving set (Dinner plate, cereal bowl)
- b) Disposable plastic cutlery (high quality grade) 2 x salt, pepper, serviette and toothpick in a sachet

Procurement of any smalls will be on *Employer* approval basis.

**All other Plant and Materials are to be provided by the *Contractor* at all Facilities**

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### **3.1.1.12 Special Catering**

The Contractor is responsible for:

#### **Office Beverage service**

This whole service must have a fully auditable stock system covering each step of each process.

#### **Boardrooms:**

- a) Provide beverage (coffee and tea) service to boardrooms on an Ad Hoc Basis
- b) Provide 20 Litre water bottles (Dispenser Type) to Board Rooms
- c) Provide 330 ml bottle water on *Employer's* request
- d) Monthly Cleaning and Servicing of Water Dispensers

#### **Coffee Stations and offices (Kusile and Wilge)**

- a) Provide drinking water for the offices, approx. 200 x 20 Litre per week (seasonal and Project scaling dependant)
- b) Monthly Cleaning and Servicing of Water Dispensers
- c) Provide drinking water for the Wilge offices, approx. 8 x 20 Litre per week (seasonal)
- d) VIP beverage service to the General Manager's office
- e) Provide beverage service to Park Home Offices coffee/tea stations (normal and decaf coffee, tea and Rooibos tea).
- f) Around 40 Park Home Offices all over site in various areas.
- g) Vehicle to be dedicated for Park Home Offices' service
- h) Provide 2 coffee vending machines; approx. 4000 Fomo cups per month; at main office coffee station
- i) Provide 1 coffee vending machine; approx. 250 cups; at Wilge offices

#### **Functions**

- a) Provide special catering on *Employer's* request
- b) The Service provider to outsource some special catering and events as per *Employer's* request to local BWO/BYO companies from the Nkangala District for development purposes.
- c) Menus and pricing to be pre-approved by the *Employer*

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## **Vending**

- a) Provide vending machines (non-alcoholic) at offices and main canteen and other locations on *Employer's* request
- b) These will be for the consumer's own account

## **Meals for Eskom Employees**

- a) Provisional allowance is made on the pricing schedule for Eskom Employees, this is for:
  - 1 Special Meal per day per pre-approved employee
  - 1 Juice or Water per meal
  - 1 Fruit per meal
  - Cutlery and Crockery pack
  - All administration costs including, but not limited to, issuing of Meal Cards, Reporting, and Invoicing.
- b) This amount is not automatically owed to the *Contractor* but is for usage as and when required by the *Employer*.

## **3.2 SITE SERVICES AND FACILITIES**

### **3.2.1 Provided by the Employer**

#### **Main Canteen Building**

This building consists of a fully equipped Kitchen and Canteen area consisting of:

- a) A management canteen of 200 (200-Seater Canteen) pax with 3 serving points and 3 points of sale
- b) An artisan's canteen of 500 (500-Seater Canteen) pax with 3 serving points and 3 points of sale
- c) A Call Order Bar (Take Away Meals) with 3 serving points and 3 points of sale
- d) Point off Sale (POS) system will be the *Contractors'* own system
- e) A 50-seater executive dining room (operational on request)
- f) Ablution facilities (internal structure)

**NB: This will not form part of Contract as the end user pays for meals.** The Call Order Bar (Take Aways) is an additional option for the *Contractor*. Should the *Contractor* decide to utilize this facility, all costs associated will be for the *Contractors'* own account. An initial charge to the end user will be agreed upon. Yearly increase from there will be subject to Food Price Index (FPI) on the same Indices used for Cost Price Adjustment (CPA) used on the main contract.

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## **Satellite Canteens (Employer's account)**

### **Current Structures**

The site has 2 remote canteens:

#### **2000-Seater**

- a) Regenerating (reheating) facilities
- b) 4 serving points
- c) 2 cold rooms
- d) Scullery (Dishwasher for trays and hand wash for hot boxes)
- e) Seats 2000 people
- f) Ablution facilities internal for staff use and external structure for participants
- g) Back-Up power at Kusile site is supplied by the *Employer* but managed and maintained by the *Contractor*.

#### **1200-Seater Canteen**

### **This Facility is currently not operational but used as a Back-Up facility**

- a) Regenerating (reheating) facilities
- b) 4 serving points
- c) 2 cold rooms
- d) Scullery (Hand Wash trays and hot boxes)
- e) Seats 1200 people
- f) Ablution facilities internal for staff use and external structure for participants

## **Kendal Contractors Village**

- a) Situated approximately 21 kilometres from the Kusile Power Station Project.
- b) The Service provider will serve breakfast, supper and limited lunch at the facility during the week and full service over weekends and public holidays.
- c) Food served at the Kendal Contractors Village is produced at Kusile Power Station Project Site and transported to Kendal Contractors Village.
- d) Food is dished up at the Kendal Contractors Village (plate service)
- e) Clean and clear all dining facilities and kitchen area before, during and after meals
- f) Daily cleaning of all facilities
- g) Deep clean all facilities at least once a week
- h) Drains sewage / gulley's, fat traps will be monitored and maintained according to the Water Act.
- i) The cleaning and maintaining of kitchen grease traps daily
- j) Keeping the kitchen and all kitchen equipment clean and sanitized on an ongoing basis
- k) Food temperature control according to Food Safety and Control Legislation in South Africa
- l) Undergo monthly external audits by registered and accredited Food Safety Auditors

### **CONTROLLED DISCLOSURE**

- m) Back-Up Generator for the kitchen to be supplied and maintained by the *Contractor* and must be sufficient for the whole facility and all equipment.

**The village canteen has:**

- a. Two serving stations
- b. Scullery (Dishwasher)
- c. 450 seats

The *Contractor* shall provide everything else necessary for providing the Service.

#### **4 HEALTH AND SAFETY RISK, ENVIRONMENT AND QUALITY MANAGEMENT**

*Contractors* and their Sub-Contractors shall at all times ensure compliance with all relevant Occupational Health and Safety Act 85 of 1993, Group Capital Division Kusile Site and Kendal Contractors Village Safety Health and Environmental Specifications for *Contractors* and any regulations or by-laws of any local or statutory authority, ordinances, as well as client's procedures and other guidelines pertaining to the scope of work.

The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information:

In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-Contractors and mandatories with:

- a) the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHS ACT")
- b) the *Contractor's* SHEQ Policy
- c) the Health and Safety and Environmental plan prepared by the *Contractor* in accordance with the SHEQ Requirements and all other applicable requirements.
- d) Provide Personal Protective Equipment (PPE) not only in accordance with Site and Industry standards but also in line with relevant COVID-19 requirements.
- e) Manage and follow all COVID-19 protocols, regulations and requirements as set out by Governmental Policies. The requirements can become stricter or more relaxed and the *Contractor* must adapt accordingly

(The OHS Act, its Regulations and Eskom SHEQ related requirements are collectively referred to as the "SHEQ Requirements").

#### **CONTROLLED DISCLOSURE**

When downloaded from the EDMS, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

The *Contractor*, at all times, considers itself to be the “*Employer*” for the purposes of the OHS Act and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub *Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The *Contractor* acknowledges to be fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.

The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Contractor* shall appoint a competent person who will liaise with the Eskom Safety/ Environmental Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:

- a) supply the Eskom Safety/ Environmental Officer with copies of minutes of all Health and Safety Committee meetings, whenever they are required to do so.
- b) supply the Eskom Safety/Environmental Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may at any stage during the period of this contract:

- a) conduct Health and Safety, Environmental and Quality audits regarding all aspects of compliance with the SHEQ Requirements, at any site place of work, or the site establishment of the *Contractor*
- b) refuse any employee, Sub-Contractor or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.
- c) issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

**CONTROLLED DISCLOSURE**

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's* Representative.

The *Contractor* immediately reports any environmental incident as well as any threat to the environment of which it becomes aware at the Works or on the Site to the *Employer's* Representative

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures as well as provisions in the Facilities Health and Safety, Environmental and Quality Management Systems.

The *Contractor* appoints a person, competent in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety/Environmental Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the Health and Safety, Environmental as well as Quality arrangements and procedures applicable to the Works to ensure compliance by the *Contractor* and all *Contractor's* employees, agents, Sub-*Contractors*, or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding Health and Safety for the purposes of section 37(2) of the OHS Act.

The *Contractor* agrees that the *Employer* is relieved of all of its responsibilities and liabilities in terms of Section 37(1) of OHS ACT in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHS Act.

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

In carrying out their obligation as the mandatory to the *Employer* for this contract in terms of the Facilities OHSAS 18001 Management System and applicable legal and other requirements associated with the Works, the *Contractor* ensures that they comply with the System requirements when Providing the Services or using plant, materials, or equipment.

#### **CONTROLLED DISCLOSURE**

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#### **4.1 Transportation of Passengers:**

It is a legal requirement to provide safe transportation of *Contractor* employees – therefore the following will be enforced:

- a) All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belts for the number of passengers to be transported. No passengers may be transported on the back of a light delivery vehicle (LDV) whether open or closed.
- b) Tools and equipment must be properly secured.
- c) Only authorised drivers that comply with the Road Transport Act, may transport passengers.
- d) Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
- e) The above must apply to onsite and off-site transportation of passengers.
- f) Manage and follow all COVID-19 protocols, regulations and requirements as set out by Government Policies. The requirements can become stricter or more relaxed and the *Contractor* must adapt accordingly.

### **5 AUTHORISATIONS**

This document has been seen and accepted by:

### **6 REVISIONS**

<b>Date</b>	<b>Rev.</b>	<b>Compiler</b>	<b>Remarks</b>
January 2021	01		First Revision
July 2022	02		Second Revision

### **7 DEVELOPMENT TEAM**

The following people were involved in the development of this document:

### **8 ACKNOWLEDGEMENTS**

- N/A

#### **CONTROLLED DISCLOSURE**

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