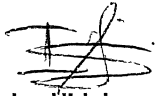
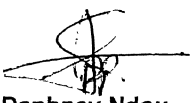
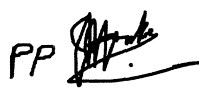
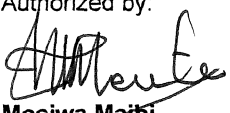


	Scope of Work	Doc No: 240-160571367	
		Date 15 January 2016	Rev 0
		Page: 1 of 27	
Title: Provision of Office Cleaning and Janitorial Services at the Kusile Power Station Project		Document type: Scope of Work	
Compiled by:  Dion Jiyana Senior Supervisor Kusile Power Station Project	Supported by:  Heavyman Kobani Contracts Manager Kusile Power Station Project	Supported by:  Ivy Ubisi Environmental Officer Kusile Power Station Project	
Supported by:  Daphney Ndou Safety Officer Kusile Power Station Project	Supported by:  Kenneth Hlungwane Occupational Hygiene Officer Kusile Power Station Project	Supported by:  David Kolobe Quality Manager Kusile Power Station Project	
Authorized by:  Mosiwa Maibi Site Services Manager Kusile Power Station Project			
Revision	Description of Revisions	Date	
0	First Issue	09 December 2021	
1	SHE Mandatory Training included	23 December 2021	
CONFIDENTIALITY CLASSIFICATION: Public Domain: Confidential/Restricted		DATE OF LAST REVIEW: N/A	
Promotion of the Access to Information Act 2000		DATE OF NEXT REVIEW: Not applicable	
		<i>NOTE: - These dates can be changed without effecting the revision status of the document</i>	

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

C3.1: Employer's service Information.....	2
1 Description of the Service	5
1.1 Executive Overview.....	5
1.2 Employer's Requirements for the Service.....	5
1.2.1 Frequency of Planned Schedule/Implementation Plan	6
1.3 Interpretation and Terminology	7
2 Management Strategy and Start Up	8
2.1 The Contractor's Plan for the Service	8
2.1.1 Contractor's Office.....	8
2.1.2 Pre-Mobilization Readiness Review Meeting	8
2.2 Management Meetings.....	8
2.3 Contractor's Management, Supervision and Key People	8
2.4 Documentation Control	9
2.5 Invoicing and Payment.....	9
2.6 Contract Change Management.....	10
2.7 Records of Defined Cost to be kept by the Contractor	10
2.8 Insurance Provided by the Employer	10
2.9 Things provided at the end of the service period for the Employer's use.....	10
2.9.1 Information and other things	10
3 Health and Safety, the Environment and Quality Assurance	10
3.1 Health and Safety Risk Management	10
3.2 Environmental Constraints and Management.....	11
3.3 Quality Assurance Requirements	11
4 Procurement	12
4.1 People	12
4.1.1 Minimum Requirements of People Employed	12
4.1.2 B-BBEE Level.....	12
4.1.3 Supplier Development and Localisation.....	13
4.2 Subcontracting	13
4.2.1 Subcontract Documentation, and Assessment of Subcontract Tenders	13
4.3 Plant and Materials	13
4.3.1 Specifications	13
4.3.2 Correction of Defects.....	13
4.3.3 Contractor's Procurement of Plant and Materials	13

4.3.4	Plant & Materials provided “free issue” by the Employer	14
5	Working on the Affected Property	14
5.1	Employer’s Site Entry and Security Control, Permits, and Site Regulations	14
5.1.1	Security and Access	14
5.1.2	Access Control for Persons	14
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	14
5.1.4	Removal of Goods from the Project Site	15
5.1.5	Access Control for Vehicles	15
5.1.6	Visitors	15
5.1.7	Fire-arms	15
5.1.8	Project Site Fences	15
5.1.9	Helicopter Traffic	15
5.1.10	Contractor’s Security	15
5.1.11	Cleanliness and Housekeeping	16
5.1.12	Waste Removal and Disposal	16
5.1.13	Signage	16
5.1.14	Works Area Limits	17
5.1.15	Project Site Traffic	17
5.1.16	Dust Suppression	17
5.2	People Restrictions, Hours of work, Conduct and Records	17
5.2.1	Hours of Work	17
5.2.2	Competence Testing of Contractor’s Personnel	17
5.2.3	Anti-poaching Undertaking	17
5.2.4	Transportation of Contractor’s Personnel	18
5.2.5	Canteen	18
5.2.6	Project Site Induction Programme	18
5.2.7	Substance Abuse Testing	19
5.2.8	Accommodation Policy	20
5.2.9	Industrial Action Policy	20
5.3	Health and Safety Facilities on the Affected Property	20
5.3.1	Medical Facilities	20
5.4	Environmental Controls, Fauna and Flora	20
5.5	Cooperating with and Obtaining Acceptance of Others	20
5.6	Records of Contractor’s Equipment	21
5.7	Equipment Provided by the Employer	21
5.8	Site Services and Facilities	21
5.8.1	Provided by the Employer	21
5.8.2	Provided by the Contractor	26
5.9	Hook ups to Existing Works	26

5.10	Tests and Inspections	27
5.10.1	Description of Tests and Inspections	27
5.11	Partnership Agreement/Site Specific Agreement	27
6	List of Drawings	27
6.1	Drawings and Documents Issued by the Employer	27

1 Description of the Service

1.1 Executive Overview

The contract includes the provision of Office Cleaning and Janitorial Services at the Kusile Power Station Project for a period of eighteen (18) months.

The Kusile Power Station Project Site is situated approximately 45 kilometres from Witbank on the R545 in the Nkangala District.

1.2 Employer's Requirements for the Service

The scope of work entails the cleaning of offices and provision of janitorial services at the Kusile Power Station Project for approximately 4200 employees and it is outlined as follows.

- a) The Contractor shall provide office cleaning and janitorial services for the buildings outlined in Annexure C as per provided schedule and as-and-when directed by the Employer.
- b) The Contractor shall ensure that all kitchens are cleaned daily, washing of dishes and emptying of dust bins included. All cutlery, crockery and dish cloths to be washed after use.
- c) The Contractor shall wash curtains, chairs, couches and deep clean carpets.
- d) The Contractor shall ensure that Security Building, Construction Management turnstiles biometric devices are wiped daily.
- e) The Contractor shall supply and install hygiene equipment such as handwash foam dispensers, hand sanitizer dispensers, seat sanitizer dispensers, air freshener dispensers and TR3 toilet roll holders, installed hygiene equipment inclusive of floor mats as and when required. These equipment shall remain Eskom property post contract completion.
- f) The Contractor shall supply, maintain stock and replenish toilet tissue dispensers, hand wash soap dispensers, paper towel dispensers, sanitary bins, toilet-seat sanitizers, cleaning agents, floor mats, air freshener dispensers, and such other supplies as required to perform the cleaning services.
- g) The Contractor shall replace hygiene equipment such as toilet tissue dispensers (TR3 X 10), hand wash soap dispensers (15), paper towel dispensers (10), sanitary bins (20), toilet-seat sanitizers (25), air freshener dispensers (12), as and when required. The replacement will only be done when instructed by the Employer.
- h) The Contractor shall ensure that cleaning and hygiene supplies are adequate to service approximately 113 toilets (53 female and 60 male) which are part of the buildings outlined in Annexure C.
- i) The Contractor shall wash curtains and do steam cleaning (288m² quarterly), wash chairs (100m² monthly), wash couches (single – 10 monthly, double – 20 monthly), stripping of building (17566 m² quarterly), and carpet deep cleaning (700m² quarterly).
- j) The Contractor shall provide two sets of Personal Protective Equipment (PPE) at the start of the contract and one set of PPE bi-annually for all employees.
- k) The Contractor shall ensure that all waste streams are disposed of at a licensed / registered disposal facility. Records of documentation such as transmittals and safe disposal should be kept on the file including MSDS's of all chemicals.
- l) The Contractor shall provide all labour (cleaners x 55), supervision x 3, SHE officer x 1 and site manager x 1, equipment, tools, supplies and materials to perform the general office cleaning and janitorial services complete as specified herein.

NB: The number of Human Resources required may decrease over the contract duration subject to site requirements at any given time, i.e. number of Cleaners and Supervisors to be reduced overtime with corresponding reduction in price when instructed by the Employer.

List of Hygiene equipment and Floor Mats

Item	Description	Quantity
Handwash Foam Dispensers	White Standard	44
Hand Sanitiser Dispensers	White Standard	19
Seat Sanitiser Dispensers	White Standard	60
Air Freshener Dispensers	White Automated	25
TR3 Toilet Roll Holders	White Standard	23
Floor Mats	Blue Rectangular 8 x (180cmX116cm) and 7x (70cm x 50cm)	15

1.2.1 Frequency of Planned Schedule/Implementation Plan

The Contractor adheres to the cleaning services schedule/implementation plan provided but not limited to it. The Contractor must submit a fully resourced plan and schedule/implementation plan with the tender.

The Contractor shall comply with the minimum cleaning schedule provided below:

Office Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and Industrial rinsing equipment
• Polishing	2 x per week	Non Skid Polish
• Vacuuming (carpets only)	2 x Per Week	Vacuuming Machine
Walls	Weekly	Chemicals
Windows & Window Sills	Weekly	Chemicals
Doors, Doorframes and Handles Disinfections	3 x Daily	Chemicals
Furniture	2 x Per Week	Furniture Polish
Furniture disinfection	3 x Daily	Chemical
Waste Bins	3 x Daily	Plastic Bin Liners and Wipe

Cleaning of chairs	Quarterly	Chemical and Industrial rinsing equipment
Maintenance of mats	4 x a year	Chemical and Industrial rinsing equipment
Ablution Facilities	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	2 x Daily	Chemicals and Industrial rinsing equipment
Walls	Weekly	Chemicals
Windows & Window Sills	Weekly	Chemicals
Furniture	2 x Per Week	Furniture Polish
Waste Bins	3 x per Day	Plastic Bin Liners and Wipe
Kitchen Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	2 x per Day	Chemicals and Industrial rinsing equipment
• Polishing	Daily	Non Skid Polish
• Stripping	Quarterly	Chemicals

Walls	Weekly	Chemicals
Windows & Window Sills	Daily	Chemicals
Doors, Doorframes and Handles Disinfections	3 x per Day	Chemicals
Waste Bins	3 x per Day	Plastic bin liners and Wipe
Basin	3 x Daily	Cloth and Chemicals
Dishes	3 x Daily	Cloth and Chemicals
Boardroom Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Daily	Broom
• Mopping	Daily	Chemicals and Industrial rinsing equipment
• Polishing	Daily	Non Skid Polish
• Stripping	Quarterly	Chemicals
Walls	Weekly	Chemicals
Windows & Window Sills	Daily	Chemicals
Doors, Doorframes and Handles Disinfections	3 x Daily	Chemicals
Furniture disinfection	3 x Daily	Chemical
Waste Bins	3 x per Day	Plastic bin liners and Wipe
Storeroom Areas	Frequency	Cleaning Method
Floors		
• Sweeping	Weekly	Broom
• Mopping	Weekly	Chemicals
Doors, Doorframes and Handles Disinfections	3 x per Day	Chemicals
Windows, Window Sills & Shelves	Weekly	Chemicals
Cleaning of Chairs	Quarterly	Chemicals and Vacuum Machine
Access Areas	Frequency	Cleaning Method
Biometrics	3 x per Day	Cloth and Chemicals/Disinfectants

1.3 Interpretation and Terminology

The following terminology is used in this Works Information:

Terminology	Description/Interpretation
N/A	N/A

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
B-BBEE	Broad Based Black Economic Empowerment
EMP	Environment Management Plan
PMRRM	Pre-Mobilization Readiness Review Meeting
QM	Quality Management
RoD	Record of Decision
SAPS	South African Police Services
SD&L	Supplier Development and Localisation
SSA	Site Specific Agreement
TSC	Term Services Contract

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

The Contractor shall maintain, at the Contractor's Project Site 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 Project Site 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.

2.1.2 Pre-Mobilization Readiness Review Meeting

The Contractor shall conduct a Pre-Mobilization Readiness Review Meeting (PMRRM) at the Project Site no later than forty-two (42) days prior to the Contractor's access to Site date (unless the period from the Contract Date to the Site access date is less than 42 days in which event the plan will be provided not later than 14 days after the Contract Date). The purpose of this meeting is to review the Work Coordination Process deliverables and Work Coordination Plan submitted for Employer's review. At the discretion of the Employer, additional PMRRMs may be required to confirm Contractor's readiness to mobilize prior to the Contractor's access to Site date. The Contractor's Representative, as well the Contractor's assigned site supervisor, health & SHE officer, and quality manager, shall be in attendance at all PMRRMs.

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 or the Project Works.

Title and Purpose	Approximate Time & Interval	Location	Attendance by:
Progress feedback meeting	Daily at <u>8:00</u>	CM Building	Employer and Contractor Site Representative
Environmental management meeting	Weekly on <u>Monday</u> at <u>14:00</u> .	CM building	Employer and Contractor's SHE Officer
Safety management meeting	Weekly	CM building	Employer and Contractor's SHE Officer

2.3 Contractor's Management, Supervision and Key People

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

2.4 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 the 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 Employer's Supervisor shall be entitled to request the Contractor to provide additional reports when in his/her opinion they are warranted to monitor the progress of the work.

The documents are as follows:

Title and purpose	Frequency
Weekly plan	Every Monday of the week
Weekly progress report, reporting on actual work completed.	Every Monday of the week, reporting on the previous week's progress
Three weeks look ahead plan – detailing planned activity during the period	Monthly
Application for excavation permit	When required
Power application permit	When required
Risk Register	Monthly
SD&L Reports	Quarterly, before the 5 th day of the month

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".

2.5 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
Highveld Mall, Emalahleni
1035
Attention: Mafanetza Madamalala
Tel: 013 699 7397

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;

2.6 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.

2.7 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.

2.8 Insurance Provided by the Employer

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

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

2.9.1 Information and other things

At the end of the service period the Contractor will be required to provide the Employer with the following:

- The Contractor's Safety file.
- The specifications and data of the plants, trees, and any other installations or plantation that was made by the Contractor during the service period.

3 Health and Safety, the Environment and Quality Assurance

3.1 Health and Safety Risk Management

The Contractor shall comply with the health and safety requirements contained in Kusile Safety, Health and Environmental Specification as updated. The Employer's SHE Officer shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards.

The following activities shall be covered:

No.	Mandatory SHE Training
1.	HIRA
2.	Incident Management
3.	OHS Act
4.	First Aid (Level 1 to 3)
5.	Evacuation Warden
6.	Fire Warden
7.	Waste Management
8.	SHE Rep
Occupational Hygiene Requirements	
9.	• Hazardous Biological Agents (HBA) Risk Assessment every 2 years • Training of all employees on effects of Exposure to HBA's

	• All chemicals to be use must have Safety Data Sheets complying to the Hazardous Chemical Agents (HCA) Regulations • Employees must be trained on the use and effect of exposure to chemicals they will be using • All Equipment use to be Ergonomically sound to prevent Musculoskeletal disorders
Health Requirements	
10.	Entry Medicals
11.	Periodical Medicals
12.	Exit Medicals
13.	Biological Monitoring for employees performed by an Accredited Laboratory to determine if they need booster shots for Hepatitis A,B and C Immunization
Occupational Health and Safety Requirements	
14.	• Annexure B Completion • OHS plan / OHS manual • Baseline SHE risk assessment • Valid letter of good standing or equivalent • SHE policy (must be signed) • Proof of SHE competency (SHE Officer, Health and Safety Representative, First aiders etc) • Health and Safety Management Costing (e.g. PPE, OHS training) • COVID-19 risk Management
Human Resources	
15.	• SHE Officer (with Safety and Environmental Management Short Courses and experience) - Environmental Short Course includes (Environmental Management Systems, Waste Management and Classification) - Safety Short Course includes (SAMTRAC/Modern SHEQ Management Course)
COVID 19 Requirements	
16.	COVID 19 PPE ▪ Masks ▪ Sanitizers ▪ Gloves

3.2 Environmental Constraints and Management

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

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.

4.1 People

4.1.1 Minimum Requirements of People Employed

The Contractor is encouraged to recruit unskilled and semi-skilled labourers within the Nkangala District Municipality, including any other areas that are within 65km radius from the Kusile Construction Site. Kusile Power Station employment procedure will apply.

4.1.2 B-BBEE Level

The Contract shall:

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

Without limiting or derogating from Eskom's other rights under the Agreement including Eskom's rights to terminate the Agreement, Eskom shall be entitled to claim (and to deduct from the consideration payable) a penalty equal to ZAR 300 000.00 (three hundred thousand Rand) if the Contractor fails to maintain the Required B-BBEE Recognition Level for the Stated Time; subject to the proviso, however, that the penalty

shall not be applied if the Contractor re-achieves the Required B-BBEE Recognition Level within 184 days of first losing it and thereafter maintains the Required B-BBEE Recognition Level for the balance of the Agreement.

4.1.3 Supplier Development and Localisation

The Contractor complies with and fulfils the Contractor's obligations in accordance with the Contractor's SD&L Compliance Schedule as applicable.

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

4.2 Subcontracting

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

The Contractor shall not be entitled to 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 omissions 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 Subcontract Documentation, and Assessment of Subcontract Tenders

Prior to appointment of a sub-contract, the Contractor shall submit to Eskom all detail of the Contractor, including B-BBEE details, for verification.

4.3 Plant and Materials

4.3.1 Specifications

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

4.3.2 Correction of Defects

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

4.3.3 Contractor's Procurement of Plant and Materials

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

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

None

5 Working on the Affected Property

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

5.1.1 Security and Access

The Employer will provide perimeter security and access control for the 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 finger print 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 finger print imaging shall be made in good time prior to access being required. Lost, stolen or damaged cards shall be reported to the Employer immediately. A fee shall be charged for replacement cards.

Identification card holders will be required to produce their identification cards for a photo to face and finger print check at the security check points. Where a card holder’s right of access to the 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 Fire-arms

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 Waste Removal and Disposal

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

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

The Contractor shall provide an adequate number of marked 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 to the satisfaction of the Employer.

The Contractor 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 Contractor shall take all steps required to avoid the spillage 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 the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) unless otherwise approved by the Employer.

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

5.1.13 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.

5.1.14 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.

5.1.15 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.

5.1.16 Dust Suppression

Except as otherwise directed by the Employer, the Contractor 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 Contractor.

5.2 People Restrictions, Hours of work, Conduct and Records

5.2.1 Hours of Work

The Contractor shall be expected to work two shifts, one beginning from 6:00 to 16:00 on weekdays and the other will commence from 16:00 to 2:00 Sunday to Thursday.

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.

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

- 5.2.3.1.1 That person has been demobilised or the employment of that person has been terminated for any reason other than by resignation;
- 5.2.3.1.2 The person has resigned and a period of 90 days has lapsed from the date of resignation; or
- 5.2.3.1.3 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 mass transportation facilities to and from, and shuttling within 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.

Note: The Contractor is encouraged to source the transport for the personnel within Nkangala District Municipality, including any other areas that are within 65km radius from the Kusile Construction Site. Taxi association prices to be taken into consideration when pricing

5.2.5 Canteen

The Employer will provide a Project Site canteen. The canteen will make available a mid-shift meal during the established break period. The mid-shift meal for the Contractor's unskilled and semi-skilled workers who are residents of the Contractors' Village is provided at the cost of the Employer. In order to ensure uniformity of meal benefits, the Employer will provide the same meal for the Contractor's other unskilled and semi-skilled workers at the Project Site, at the cost of the Contractor. Distribution of the meal service shall be at staggered periods at the meal services building on the Project Site (and, as the Project Works progress, at several temporary meal stations at various locations on the Project Site) to minimise the duration of the meal period.

All other foodstuffs supplied by the Project Site canteen to the Contractors' skilled and managerial staff will be charged for in the ordinary course and will be for the account of the Contractor or Contractor's Personnel (as may be arranged between them).

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

5.2.6 Project Site Induction Programme

The Employer will provide a generic Project Site induction program for personnel and visitors to the Project Site. This program will include, as appropriate, information regarding identification and access, work rules, environmental protection, industrial relations, health & safety, Project information, and miscellaneous Project Site-specific requirements. All persons entering the 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.

5.2.7 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 faculties 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:

5.2.7.1 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.

5.2.7.2 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,

5.2.7.2.1 Comprise onsite enzyme immunoassay screening and/or colorimetric alcohol saliva screening; and

5.2.7.2.2 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.

5.2.8 Accommodation Policy

No accommodation will be provided by the Employer. The Contractor shall recruit within the Nkangala District Municipality.

5.2.9 Industrial Action Policy

The Contractor shall comply with the Site Specific Agreement (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

5.8 Site Services and Facilities

5.8.1 Provided by the Employer

5.8.1.1 General

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

Project Site Facilities & Services Matrix

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Field Office				
Field office structure	X			
Field office furniture	X			
Field office equipment	X			
Field office supplies	X			
Artisan change facilities	X			
Fabrication shops	X			
Tools				
Erection tools	X			
Special erection tools	X			
Equipment				
Construction equipment	X			
Contractor construction elevator	X			
Contractor equipment operator testing	X			
Communication				
Internet connection	X			
Radio & cell phone communication	X			
Telephone				
Construction telephone main service line		X		
Construction telephone line connection to Contractor field office	X			
Contractor's telephone equipment and system wiring	X			
Compressed Air				
Construction compressed air source	X			
Construction compressed air distribution	X			

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Electrical Power				
Construction main power source and maintenance		X		
Construction power primary distribution system and maintenance		X		
Construction power Contractor's distribution system	X			
Construction power Contractor's distribution system maintenance	X			
Construction power energy usage payment		X		
Construction Lighting				
Structures interior temporary lighting and maintenance	X			
Contractor specific work area temporary lighting and maintenance	X			
General areas site lighting and maintenance		X		
Contractor areas site temporary lighting and maintenance	X			
Water - potable and non-potable				
Construction water source		X		
Construction water Contractor's distribution and maintenance system	X			
Construction water usage payment		X		
Drinking water distribution	X			
Heat				
Temporary heating facilities/system	X			
Sanitary Facilities				
Construction primary sanitary facilities and maintenance		X		
Contractor's structures construction sanitary facilities and maintenance	X			
Access Roads				
Primary access roads and maintenance		X		
Contractor specific access roads and maintenance	X			
Primary access road dust control		X		
General Work related dust control	X			
Provide construction parking area and maintenance		X		
Storage Facilities				
Onsite lay-down space		X		
Contractor storage area maintenance	X			
Construction warehousing	X			
Tool storage facilities	X			
Climate controlled storage facilities	X			
Construction equipment fuelling facilities	X			
Security				
Overall site security		X		

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Contractor specific areas security	X			
Overall site security access card and finger print system and materials		X		
Medical Facilities				
Onsite first aid/medical services		X		
Project emergency ambulance		X		
Heliport Area		X		
Fire Protection				
Construction fire protection – fire extinguishers	X			
Construction fire protection - stand pipe	X			
Overall site fire brigade participation	X			
Construction fire equipment & vehicles		X		
Cleanup				
General refuse offsite disposal		X		
Contractor general refuse collection and onsite disposal	X			
Contractor field office cleaning service	X			
Hazardous waste disposal and clean up / rehabilitation	X			
Concrete source				
Concrete source	X			
Concrete usage payment	X			
Concrete test facilities and testing	X			
Scaffolding				
Scaffolding supply/erection	X			
Welding				
Welder testing	X			
Welder test facilities	X			
Welding/cutting consumables	X			
Railroad				
Railroad siding install & maintenance				None
Food Services				
Allowed onsite - Yes/No	No			
Canteen		X		
Canteen fee payment	X			

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

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

5.8.1.2 Areas for Contractor's Yards and Offices

The Employer has indicated on the drawings the areas assigned to the Contractor for offices and laydown yard. The Contractor may erect temporary offices, stores and other similar structures necessary to carry out the Works on the area at the Project Site allocated to him for this purpose by the Employer.

Any such temporary offices, stores and other similar structures shall be erected to the satisfaction of the Employer. The Contractor shall not be permitted to occupy any other areas on the Project Site. The Contractor's shall fence the yard area allocated to him with a 1.8m security fence to the satisfaction of the Employer.

The Employer shall clear and roll the ground initially allocated to the Contractor to ensure normal load bearing capacity under reasonably anticipated construction conditions. The Employer shall provide roads from the terrace to the boundary of the Contractor's yard. The Contractor shall provide all roads within his area and shall, at his own cost, maintain the whole of this area including buildings, offices and other structures. Should the Contractor require additional areas he shall request same, in the form prescribed by the Employer, indicating the additional area/s required. The Employer reserves the right to not provide any additional areas. The Employer shall not, however, be obliged to clear or roll any additional areas allocated to the Contractor.

The Contractor shall submit to the Employer an initial drawing and/or description indicating proposed layout and utilisation of the Contractor's allotted storage areas. The drawing and/or written description shall be kept current, shall indicate the location and description of all stored items under the responsibility of the Contractor, and shall be submitted to the Employer as updates are made.

5.8.1.3 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.

5.8.1.4 Communication Services

The Contractor shall be responsible for his own internet connectivity.

The Employer will provide for an analogue / digital telephone line and connection point in the area assigned for Contractor's Site office. The Contractor shall provide all wiring, hardware, and equipment from this point to points of use and shall pay all service charges for his use of the telephone system. The number of lines will be determined by the Employer, subject to availability. The Contractor's application for telephone services shall be made in the form required by the Employer. There is cellular network coverage in the Project Site area. The Contractor shall make his own arrangement for cellular connectivity and shall pay all service charges for his use of the cellular communication network.

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

5.8.1.5 Post Box

A post box for the receipt of external mail will be allocated for the Contractor's use at the Employer's Project Site Office. The Employer and the Employer's Services Manager shall be entitled to use this post box for general Project Works correspondence to the Contractor.

5.8.1.6 Fire Fighting and Fire Protection

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

Without limitation, the Contractor shall provide adequate fire protection equipment in each warehouse, office, and other temporary structures, and in each work area being occupied to the satisfaction of the Employer. Access to sources of fire water shall be identified and kept open at all times. Suitable fire extinguishers shall be provided in enclosed areas, in areas which are not accessible to fire water, or in areas which may be exposed to fire that cannot be safely extinguished with water. Each fire extinguisher shall be of a type suitable for extinguishing fires that might occur in the area in which it is located. In areas where more than one type of fire might occur, the type of fire extinguisher required in each case shall be provided. Each extinguisher shall be securely placed and maintained in a convenient, clearly identified location for accessibility in the event of fire. The Contractor shall check and service fire extinguishers as required by the applicable Law and standards.

Additionally, where the Works include elevations, the Contractor shall provide a dry firewater standpipe at a convenient location at the Site to which a pump truck (supplied by others) could be connected to provide water at the various upper elevations of the building. Hose connections and hoses shall also be provided at these elevations. Any operation with potential for starting a fire shall include a designated fire watch person.

Only work procedures which minimise fire hazards to the extent practicable shall be used. Combustible debris and waste materials shall be collected and removed from the Project Site each day. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in correctly marked, safe containers.

Unless specified in the Contract for a particular application, untreated canvas, paper, plastic, and other flammable flexible materials shall not be used on the Project Site for any purpose. Corrugated paper and other flammable packing materials will not be permitted for the storage or handling of materials in any areas where they present a fire hazard. If such flammable materials are on Plant or Materials that arrive at the Project Site, they shall be removed and replaced with an acceptable covering before the Plant or Materials are moved from the Contractor's yard into working areas.

Acceptable flexible materials for covering in the working areas shall be waterproof and flame resistant.

5.8.1.7 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.

5.8.1.8 Electricity

The Employer will supply electrical power for construction purposes at mini substations established on the Project Site until the issue of the Taking-Over Certificate for the Works or for the last Section (as may be applicable).

Electrical power to the Project Site is provided via a 22kV ring supply as well as a 22kV sub-station. The 22kV ring supply furnishes power to mini substations throughout the Project Site. Prior to furnishing power to the Contractor, a standard "Application for Power" form shall be completed and submitted to the Employer. The request must be made at least 2 (two) weeks prior to power supply being required. Power supply shall only be provided in the following 400V, 3-phase, 4-wire ratings: 20, 40, 63, 80, 100, 225, 250 and 400 amps.

The Contractor shall have indicated his requirements in the Tender. Neither the Employer nor the Employer's Services Manager shall, however, be bound to approve any revised requirements.

The Contractor shall use electricity efficiently in the course of the execution of his Works on the Project Site. There shall be no charge for electricity used for construction purposes, unless the Contractor's use thereof is unreasonable.

The Contractor shall take all necessary precautions not to damage the construction power supply during performance of the Work. No connection shall be made to the permanent installation of the Kusile Power Station electrical reticulation system without the prior approval of the Employer.

The Employer shall endeavour to provide a safe and reliable power supply with interruptions kept to a minimum. No guarantees of power supply quality are, however, given and power supply interruptions of extended duration may occur without warning.

The Employer shall, where practicable, give reasonable notice of interruption of supply. Planned outages are normally arranged and advised for low activity periods such as a Sundays and limited to 8 hours. The Employer, however, reserves the right, in case of uncontrollable interruptions, emergency, or when it is not reasonably practicable to give notice, to cut off the supply without warning.

To this end the Contractor shall make arrangements, at his own expense, to guarantee continuity and quality of power for all activities where same is required and shall furthermore be considered to have allowed for all Costs and time for 12 hours of power related interruptions to the Works at the Project Site per rolling 28 day period.

5.8.1.9 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.

5.8.1.10 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.

5.8.2 Provided by the Contractor

Facilities provided by the Contractor are described in paragraph 5.8.1.1 (Project Site Facilities & Services Matrix).

5.9 Hook ups to Existing Works

The performance of the Works which affects the Employer's operations or the systems of Other Project Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the Employer's operations, or the systems of Other Project Contractors, or imposes abnormal operating conditions on their systems, is subject to the Work Co-ordination Process and the approval of the Employer.

5.10 Tests and Inspections

5.10.1 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.

5.11 Partnership Agreement/Site Specific Agreement

PA/SS Agreement for Service Providers will only be applicable for PA (Project Attendance) bonuses which will be calculated as follows: 15.5 hours accumulated by cleaners per month x 12 months, paid once a year by the Employer and 0.5 hours accumulated by cleaners per month x 12 months, paid once a year by the Contractor. Refer to section 12.3 under Annexure D.

6 List of Drawings and Documents

6.1 Drawings and documents 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
Annexure A - 146838-OUYX-S1000	Latest	Site Layout
Annexure B - 146838-OUYX-S3825	Layout	Contractor's Yard Layout
Annexure C	Latest	KET Building List
Annexure D	Latest	PA/SS Agreement (Section 12.3 only applicable)
Annexure E		SHE Specification Rev.5
Annexure F		Environmental Record of Decision(ROD)
Annexure G		Standard Enviro Spec
Annexure H		Kusile cEMP
Annexure I		Project Bravo CEMP ~ Sep 07
Annexure J		Standard Environmental Specification
Annexure K		Kusile Waste Management Plan
Annexure L		QM58
Annexure M		240-77471499 Annexure B Acknowledgement form rev 3
Annexure N		Contractor Health and Safety Requirements