	<p style="text-align: center;"><b>Scope of Work</b></p>	<p style="text-align: center;"><b>GCD Kusile</b></p>
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**Title: Provision of Cleaning and Janitorial Services of Accommodation units at Kendal Contractors Village and Wilge Admin Offices**

**Document Identifier: 240-163080629**

Alternative Reference Number:

Area of Applicability: **Eskom Holdings SOC Ltd**


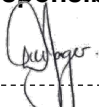

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<b>Compiled by</b>	<b>Functional Responsibility</b>	<b>Authorized by</b>
		
<p><b>PM Mohloki</b> <b>Site Operation Manager (Acting)</b> <b>Kusile GCD</b></p>	<p><b>A de Jager</b> <b>Middle Manager</b> <b>Kusile GCD</b></p>	<p><b>M Makgwane</b> <b>Senior Manager (Acting)</b> <b>Kusile GCD</b></p>
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### **CONTROLLED DISCLOSURE**

## **1. Introduction**

Kusile Power Station Project under construction in the Nkangala District of Mpumalanga is Eskom and South Africa's multi billion rand strategic infrastructure project which falls under the Strategic Infrastructure Projects identified by the Presidential Infrastructure Coordinating Commission.

Kendal Contractors Village is situated approximately 45 kilometres from Witbank on the R545 in the Nkangala District. For the Kusile Power Station Project and the cleaning shall include Eskom Buildings at Kendal Contractors Village and Wilge Admin Offices.

The contract includes the provision of Accommodation Units Cleaning and Janitorial Services at Kendal Contractors Village and Wilge Admin Offices for the period 01 June 2021 to 31 May 2023.

### **1.1 Scope**

#### **1.1.1 Purpose**

- To highlight Eskom's contractual obligations in terms of contracts entered into.
- To outline expected service from the successful contractor / supplier

#### **1.1.2 Focus Areas of Responsibility**

The successful service provider shall provide all cleaning equipment, cleaning materials Sanitisers Masks for employees and chemicals required for the service.

Tender submissions shall include comprehensive lists of all the above requirements. Provisions must be made for replacement and replenishment of equipment to be supplied. Asset registers of such equipment shall be maintained by the service provider and shall be audited by Eskom from time to time.

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

Housekeeping is a very important part of the Contractors Village management and special attention shall be given to efficient daily cleaning of the following areas but not limited to:

##### **o Accommodation Units and TV Rooms**

All accommodation and walking areas shall be cleaned on a daily basis as per the scope.

- Supply of one bar of body soap, (175g) per week per resident.
- Supply of two rolls of (500 ply) standard soft toilet paper per week per resident.
- A waste bins and bin liners shall be provided in each accommodation cluster unit (6 bedroom units).

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- Waste bins and bin liners both standard and large for Wheeler bins 210L shall also be provided outside the accommodation units and shall be emptied twice a week and the waste removed to a disposal area provided by Eskom.
- Provision of at least 70% alcohol based Sanitiser /Dis-infective at each entrance of the TV room
- To arrange chairs with space in between to be more than 1,5 meters distance apart (social distancing)
- To clean with Dis-infective 3 times daily at the TV rooms
- To ensure that windows are open to allow ventilations at TV rooms

○ **Office Facilities and Responsibilities**

This will include the offices at the Kendal Contractors' Village and the Wilge Offices: all Permanent offices used during construction, maintenance building offices and restrooms, security offices, administration offices, kitchen offices and restrooms etc.

- Other Facility areas shall be cleaned and sanitised on a daily basis.
- All toilets shall be cleaned and sanitised on a daily basis.
- All toilets shall be supplied with hot air and paper hand drying equipment.
- Supply and replenishment of toilet rolls.
- Supply and maintenance of hand washing soap dispensers.
- Supply and maintenance of hygiene sanitary disposal bins.
- Waste bins and bin liners shall be provided in other Facility areas.
- Waste bins in the other Facility areas shall be emptied on a daily basis and the waste removed to a disposal area provided by Eskom.
- Waste bins and bin liners shall also be provided outside the other Facility areas and shall be emptied at least once a week and the Waste removed to a disposal area provided by Eskom.
- All high touch in offices ,kitchen and ablution facilities zones to be cleaned on an hourly basis
- Frequent daily monitoring of the ablution facilities( inspection checklist to be used )
- Cleaning / disinfecting office dustbins daily.
- Cleaning/disinfecting kitchen dustbins daily
- Deep cleaning

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### 1.1.3. Other Areas

- **Waste bins and designated Waste disposal area**

- The waste disposal area provided by the Employer shall be kept clean and sanitised at all times.
- The Supplier shall provide an adequate number of marked waste bins and containers for the Permanent storage of waste. These bins and containers shall be to the satisfaction of Eskom. The Supplier shall be required to segregate certain items of waste by type as designated by Eskom.
- Bins and containers shall be emptied and waste removed to the designated area at least twice per week or on a higher frequency as needed by the Employer. All the Permanent storage areas for bins and containers must be kept tidy and adhere to environmental regulations.
- The Supplier shall take all steps required to avoid the spillage of waste alongside the bins and containers and during removal to the disposal site.
- All waste that cannot be contained in either a bin or container must be placed on a Permanent waste site the position of which shall be to the satisfaction of Eskom. The waste shall be removed as soon as possible. No burning of waste shall be allowed.
- Hazardous waste shall be dealt with in accordance with the safety, health and/or environmental requirements. The Supplier is solely responsible for the proper disposal thereof in accordance with relevant regulation and specifications.
- Transportation for the collection and disposal of waste from all areas as per scope shall be provided by the Supplier.
- Asset registers of such transport (vehicles) shall be maintained by the Supplier and shall be audited and inspected by Eskom on a regular basis.
- Transport (vehicles) shall be cleaned, sanitized, maintained and operated by the Supplier ( vehicles to be sanitised daily ) vehicles load capacity to be at 70% at all distance less than 200km with windows open and all employees wearing mask at all time .

### 1.1.4. Applicability

This document applies to service provider to provide cleaning services at Kendal Contractors Village and Wilge Admin Offices

### 1.1.5. Effective date

This contract will start from the 1<sup>st</sup> June 2021 to 31 May 2023.

## 1.2. Normative/Informative References

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

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### **1.2.1. Normative**

- [1] The NEC 3 TSC Guidance Notes
- [2] Eskom Accommodation Policy

### **1.2.2. Informative**

- [3] 32-1034 Procurement Supply Chain Management Procedure

### **1.3. Definitions**

Term	Definition
Kendal Village	Eskom Contractor accommodation facility situated next to Kendal Power Station
Wilge Offices	Old Eskom offices situated at Wilge
Cleaning Services	This means provision of cleaning services to Kendal Contractor Village and Wilge Offices
Contract	A signed form of contract between parties and all associated documentation that forms part of the contract
Contract Manager	Eskom Manager as per approved DCF
Contractor	Service provider appointed to provide cleaning services at Kendal Contractor Village and Wilge Offices
Employer	Refers to Eskom Holdings (Kusile Power Station)

### **1.4. 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.

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The documents are as follows:

Safety control documents

<b>Title and purpose</b>	<b>Frequency</b>
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

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

Documents shall be delivered in electronic format (Microsoft Office 2003 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”.

### 1.5. Abbreviations

<b>Abbreviation</b>	<b>Explanation</b>
PMRRM	Pre-Mobilization Readiness Review Meeting
SD&L	Supplier Development and Localisation
TSC	Term Services Contract
B-BBEE	Broad Based Black Economic Empowerment
QM	Quality Management
SHEQ	Safety Health Environmental Quality
SAPS	South African Police Services
SLA	Service Level Agreement
RoD	Record of Decision
EMP	Environment Management Plan
DCF	Delegation Consent Form
NEC	New Engineering Contract

**CONTROLLED DISCLOSURE**

## **1.6. Roles and Responsibilities**

### **1.6.1. 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.

### **1.6.2. 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 & safety officer, environmental officer and quality manager, shall be in attendance at all PMRRMs.

**CONTROLLED DISCLOSURE**



### 1.6.3. Cleaning Schedule

- **Kendal Contractors' Village**

The contractor is required to clean, Sanitise and disinfects all accommodation units, offices, TV halls and the Ablution facilities daily and observe all Covid 19 safety protocols. Chemicals used to clean

#### Offices

Area	Frequency	Cleaning method
<b>Foyer &amp; Entrances</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Dis -infective Chemicals
Polishing	Daily	Non-skid polish
Stripping	4 monthly	Chemicals
Walls	Weekly	Chemicals
Windows & window sills	Daily	Chemicals
Doors, doorframes & handles	Daily every hour for handles	Dis infective Chemicals
Furniture		Furniture polish
Waste bins		Wipe
Carpet Cleaning	Daily	Carpet cleaning Machine
	Daily	
	3xyearly	
<b>Offices &amp; passages</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Work station	3 times a day	Sanitising the workstation
Mopping	Daily	Dis-infective Chemicals
Polishing	2x per week	Non-skid polish
Stripping	4 monthly	Chemicals
Vacuuming (carpets only)	2x per week	Vacuum machine
Walls	Monthly	Chemicals
Windows & window sills	Weekly	Chemicals
Doors, doorframes & handles		Dis-infective Chemicals
Furniture		Furniture polish

**CONTROLLED DISCLOSURE**

Waste bins Carpet Cleaning	Weekly and daily every hour for handles 2x per week Change bags Daily 3xyearly	Wipe Carpet cleaning Machine
<b>Walk Ways</b> <b>Floors</b> Sweeping Mopping Polishing Stripping Walls Windows & window sills Doors, doorframes & handles Furniture Waste bins Carpet Cleaning	Daily Daily Weekly 4 monthly Weekly Daily Daily every hour for handles Weekly Daily 3xyearly	Broom Chemicals Non-skid polish Chemicals Chemicals Chemicals Dis-infective Chemicals Furniture polish Wipe Carpet cleaning Machine
<b>Toilets</b> <b>Floors</b> Sweeping Mopping Stripping Walls Windows & window sills  Doors, doorframes & handles Waste bins Toilets Urinals Wash basin	Daily Daily 4 monthly Weekly Daily  Daily and every hour for handles Daily(Hourly during Covid -19) Daily Daily Daily Daily	Broom Dis-infective Chemicals Chemicals Chemicals Chemicals  Dis-infective Chemicals Wipe Dis-infective Chemicals Dis-infective Chemicals Dis-infective Chemicals Dis-infective Chemicals

**CONTROLLED DISCLOSURE**

<b>Surroundings</b>		
Areas around buildings	Daily	Sweeping (chicken parade style)
Waste bins	Daily	Chemicals & Replace bin liners

- **Kendal Contractors' Village**

**Accommodation (Cluster Units)**

Area	Frequency	Cleaning method
<b>Rooms</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals
Polishing	2x per week	Non- skid polish
Stripping	4 monthly	Chemicals
Walls	Weekly	Chemicals
Windows & window sills	Daily	Chemicals
Doors, doorframes & handles	Daily	Chemicals
Furniture	Weekly	Furniture polish
Waste bins	Daily	Wipe
	Daily	
<b>Ablution</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Dis-infective Chemicals
Polishing	3x per week	Non-skid polish
Stripping	4 monthly	Chemicals
Vacuuming (carpets only)	2x per week	Vacuum machine
Walls	Bi-weekly	Chemicals
Windows & window sills	Daily	Chemicals
Doors, doorframes & handles	Daily	Dis-infective Chemicals
Showers	Daily	Dis-infective Chemicals
Toilets	Daily	Dis-infective Chemicals
Wash basins	Daily	Dis-infective Chemicals
Waste bins	Daily	Wipe
	Daily	

**CONTROLLED DISCLOSURE**

<b>Surroundings &amp; Walk Ways</b>	Daily	Broom
<b>Floors</b>	Daily	Chemicals
Sweeping	Weekly	Non-skid polish
Mopping	4 monthly	Chemicals
Polishing	Weekly	Chemicals
Stripping	Daily	Chemicals
Walls	Daily	Chemicals
Windows & window sills	Daily	Wipe and sanitising with at least 70% alcohol base
Doors, doorframes & handles	Daily	
Waste bins		Plastic Bags
<b>Surroundings</b>		
Areas around buildings	Daily	Sweeping (chicken parade style)
Waste bins	Daily	Chemicals & Replace bin liners

**CONTROLLED DISCLOSURE**

**Dining halls & Recreational Centre**

Area	Frequency	Cleaning method
<b>Entrances &amp; Halls</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals
Polishing	Daily	Non skid polish
Stripping	4 monthly	Chemicals
Walls	Weekly	Chemicals
Windows & window sills	Daily	Chemicals
Doors, doorframes & handles	Daily and 3 times per day for handles	Chemicals
Furniture & counter tops		Wipe, chemicals & Furniture polish
Waste bins	Daily	Wipe
	Daily	
<b>Passages</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals
Polishing	2x per week	Non skid polish
Stripping	4 monthly	Chemicals
Vacuuming (carpets only)	2x per week	Vacuum machine
Walls	Monthly	Chemicals
Windows & window sills	Weekly	Chemicals
Doors, doorframes & handles	Weekly and twice daily for door handles	Dis-infective Chemicals Furniture polish
Furniture	2x per week	Wipe
Waste bins	Daily	Pick up objects/clean the village yard
Chicken parade	Daily	
	1x week	
<b>Walk Ways</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Chemicals

**CONTROLLED DISCLOSURE**

Polishing	Weekly	Non skid polish
Stripping	4 monthly	Chemicals
Walls	Weekly	Chemicals
Windows & window sills	Daily	Chemicals
Doors, doorframes & handles	Daily	Chemicals
Furniture	Weekly	Furniture polish
Waste bins	Daily	Wipe
	Daily	Plastic Bags
<b>Furniture (Dinning hall &amp; Recreation centre)</b>		
Wipe/Washing	Daily & per session if needed	Cloths & chemicals
Polishing (if needed)	Weekly	Furniture polish
Stripping	Weekly	Chemicals
<b>Toilets</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Dis-infective Chemicals
Stripping	4 monthly	Chemicals
Walls	Weekly	Chemicals
Windows & window sills	Daily	Chemicals
Doors, doorframes & handles	Daily	Dis-infective Chemicals
Waste bins	Daily	Wipe and Disinfect
Toilets	Daily and Hourly during Covid -19	Dis-infective Chemicals
Urinals	Daily	Dis-infective Chemicals
Wash basin	Daily	Dis-infective Chemicals
<b>Surroundings</b>		
Areas around buildings	Daily	Sweeping (chicken parade style)
Waste bins	Daily	Chemicals & Replace bin liners

**CONTROLLED DISCLOSURE**

- **Wilge Offices**

Area	Frequency	Cleaning method
<b>Foyer &amp; Entrances</b>		
<b>Floors</b>		
Sweeping	Daily	Broom
Mopping	Daily	Dis-infective Chemicals
Polishing Stripping	4 Months	Chemicals
Walls	Daily	Chemicals
Windows & window sills	Weekly	Chemicals
Doors, doorframes & handles	Weekly	Chemicals
Furniture	Weekly	Furniture Polish
Waste bins	Daily	Plastic bin Liners & Wipe
<b>Offices &amp; passages</b>		
<b>Floors</b>		
Vacuuming (carpets only)	Daily	Vacuum machine
Walls	Monthly	Chemicals
Windows & window sills	2x per week	Chemicals
Doors, doorframes & handles	Weekly and Hourly Door handles	Disinfective chemicals for door handles
Furniture	2x per week	Furniture polish
Waste bins	Daily	Plastic Bins & Wipe and sanitising with at least 70% alcohol base
Carpet Cleaning	3x Yearly	Carpet cleaning machine
<b>Walk Ways / Floors</b>		
Sweeping	Daily	Brooms
Walls	Weekly	Chemicals
Windows & window sills	2x per week	Chemicals
Doors, doorframes & handles	Daily	Chemicals
Furniture	Weekly	Furniture polish.
Waste bins	Daily	Plastic Bins & Wipe and sanitising

**CONTROLLED DISCLOSURE**

### 1.7. 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	Weekly at <u>7:30</u> and <u>8:15</u> on Wednesdays	Kendal village admin offices	Employer and Contractor Site Representative
Safety management Meeting	Weekly	Kendal village admin offices	Employer and Contractor's Risk Officer

### 1.8. 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.

**CONTROLLED DISCLOSURE**



### **1.9. 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 or as per agreed date, showing the amount due for payment equal to that stated in the Employer's payment certificate.

**The Contractor shall address the Tax Invoice to:**

Eskom Holdings SOC Limited

Kusile Power Station

Suite 46

Postnet

Highveld Mall, Emalahleni

1035

Attention: PM Mohloki

Email: MohlokPM@eskom.co.za

[FacilitiesInvoices@eskom.co.za](mailto:FacilitiesInvoices@eskom.co.za)

[InvoicesgrpcapitalKCT@eskom.co.za](mailto:InvoicesgrpcapitalKCT@eskom.co.za)

Tel: 013 647 6286

**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;

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## **2. Health and Safety Facilities on the Affected Property**

### **2.1. Environmental Controls, Fauna and Flora**

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

### **2.2. 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.

### **2.3. 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.

#### **2.3.1.1. 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.

#### **2.3.1.2. 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.

**CONTROLLED DISCLOSURE**

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.

#### **2.3.1.3. Sanitation and Sewage**

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

#### **2.3.1.4. Lighting**

The Employer will provide and maintain general use Project Site lighting in the form of pole or mast mounted lighting fixtures. This general use lighting will comprise area lighting at the construction parking area and the Project Site entrance, at the site office areas, immediately outside the Boiler and Turbine houses and near power centres.

No local or Project Works lighting will be provided by the Employer. Accordingly, all temporary local lighting required by the Contractor, including lighting required to comply with the applicable Law, shall be provided by the Contractor at his own expense.

**CONTROLLED DISCLOSURE**

## **2.4. Process for Monitoring**

- Daily inspections to be conducted
- Daily, weekly and monthly reports to be submitted by the contractor
- Contractor evaluation survey and reports
- Weekly and Monthly meetings

## **3. Service Level Agreement (SLA)**

SLA between the Employer and the Contractor will be drafted and used as monitoring tool and all at all times.

## **4. Eskom policies and procedures**

All Eskom policies and procedures applicable to accommodation and cleaning services (ie. QMS, SHEQ) will be applicable

### **4.1. Related/Supporting Documents**

- 4.1.1. Eskom Procurement and Supply Management Procedure
- 4.1.2. Public Finance Management Act (PFMA)

## **5. 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.

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### **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 at Kendal village. As a general rule, however, Contractors' and visitors' personal vehicles are not allowed within the Kendal Site and must be parked in the designated area and the Contractor is required to collect his visitors from the access point.

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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. 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.

#### **5.1.10. 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

**NB: The contractor is required to implement the Covid 19 safety cleaning requirement for the duration of the contract and observe all Covid 19 protocols at all times**

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

#### **5.1.11. Waste Removal and Disposal**

The 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.

#### **5.1.12. Signage**

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

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

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### **5.1.13. Works Area Limits**

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

### **5.1.14. Project Site Traffic**

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

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

### **5.1.15. Dust Suppression**

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

## **➤ People Restrictions, Hours of work, Conduct and Records**

### **5.1.16. Hours of Work**

The Contractor shall be required to work 2 (two) shifts, one starting from 07:30 to 16:00 Monday to Friday and the other shift starts from 07:30 to 12:00 Saturday. The Contractor would not be expected to work as full team on Sundays but a skeleton staff for cleaning ablutions facilities will be required.

### **5.1.17. 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

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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.

#### **5.1.18. Anti-poaching Undertaking**

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

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

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

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

#### **5.1.19. 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 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.

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

#### **5.1.20. 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.

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Any person who is, or appears to the Employer to be, under the influence and/or has failed or refused to submit to a substance abuse test may be refused access to the Project Site. If such person is Contractor's Personnel, the Contractor shall take necessary steps against such person (including disciplinary action, where appropriate, and the removal of the person from the Project Site or from other places, if any, as may be specified under the Contract as forming part of the Site).

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

The Employer shall be entitled to conduct random testing of any person at the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) and/or require the Contractor to test any Contractor's Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

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

#### **5.1.20.1. Pre-Assignment Testing**

Contractor's Personnel at the Project Site must pass a pre-assignment drug screening / alcohol test and Covid 19 screening. 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.

#### **5.1.20.2. 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

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under the Contract as forming part of the Site). Possible subjects shall include all Contractor's Personnel present at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) on the day selected for random testing, including those who have been selected for testing on previous occasions. The subjects shall be identified by a unique and individual identification number. It is therefore conceivable that an individual could be selected to undergo testing more than one time in any given period.

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

#### **5.1.21. Accommodation Policy**

No accommodation will be provided by the Employer. The Contractor will be required to recruit within the Nkangala District Municipality. limited accommodation may be provided to stand by employees should the need arise, catering will be provided for such employees.

#### **5.1.22. Industrial Action Policy**

The Contractor shall comply with the Industrial Action Policy as per the New Partnership Agreement.

### **6. Acceptance**

This document has been seen and accepted by:

<b>Name</b>	<b>Designation</b>
Avin Maharaj	General Manager Kusile Power Station GCD
Makwena Makgwane	Senior Manager Kusile Power Station GCD
Awie de Jager	Middle Manager Kusile Power Station GCD
Alexander Matlou	Manager Complex Projects Kusile Power Station GCD
Abongile Noganta	Quantity Survey Manager (Acting)

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## 7. Revisions

Date	Rev.	Compiler	Remarks
April 2021	1	PM Mohloki	New Contract

## 8. Development Team

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

- Nondumiso Nepfumbada
- Tshepang Mokoena
- Piet Mohloki
- Awie De Jager

## 9. Acknowledgements

Makwena Makgwane

Daphney Masetlha

Sandile Lukhele

Mandla Mhlauli

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