

## PART 3: SCOPE OF WORK

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## C3.1: EMPLOYER’S SERVICE INFORMATION

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# 1 Description of the service

## 1.1 Executive overview

The provision of Fire, Rescue & Emergency Medical Services is required at Kusile Power Station with the minimum resources to respond to fire, rescue, HAZMAT, and medical emergencies accordance with various legislations including, but not limited to, Fire Brigade Act 99 of 1987, Occupational Health and Safety Act 85 of 1993, National Health Act 61 of 2003, and Disaster Management Act 57 of 2002.

## 1.2 Employer's requirements for the service

### Either

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

### Or

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

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

The Service Provider is required to place Fire, Rescue & Emergency Medical Services employee's capability at Kusile Power Station. These employees must be available Twenty-four (24) hours a day, seven (7) days a week for emergencies that may occur at Kusile Power Station and the surrounding areas which Kusile Emergency Response Team is expected to respond to as per the mutual agreement with relevant stakeholders. The Service Provider is required to provide transportation of own employees to and from site.

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

- a) Firefighting including HAZMAT.
- b) Rescue (motor-vehicle, trench, confined space, rope (high-angle)
- c) Emergency Medical Services at different Levels of Care (BLS, ILS, ALS)
- d) Transportation of patients to medical facilities
- e) Control room attendance

### Firefighting (including HAZMAT)

Contract personnel must be trained in the following fire and hazmat competencies:

- a) Firefighter 1 and 2
- b) HAZMAT Awareness and Operations
- c) Code C1 or C or EC Drivers Licence with PrDP

In addition, the below stated specialized competencies is required

- a) Pump Operator (minimum two personnel per shift)
- b) HAZMAT Technician (Minimum two personnel per shift)
- c) Fire Instructor or Facilitator (at least one person per shift)

Firefighting and HAZMAT duties includes the following:

- a) Engage in structural, petrochemical, industrial, and grass / veld firefighting activities.
- b) Drive and operate emergency vehicles.
- c) Engage in hazardous material (HAZMAT) spillages and releases to control, contain and mitigate harmful exposure to people and the environment.
- d) Conduct special services as-and-when required to limit risk and damage to people, plant, and processes.

Eskom recognises specific accreditation bodies for the fire industry therefore, firefighter's fire certificates must be accredited in at least one of the following institutes:

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- a) SAESI (Southern African Emergency Services Institute)
- b) IFE (Institution of Fire Engineers)
- c) LG SETA (Local Government Sector Education and Training Authority)
- d) FPASA (Fire Protection Association of South Africa)
- e) TUT (Tshwane University of Technology)

**Emergency Medical Rescue**

All contract personnel must be competent in the rescue setting, patient assessment in rescue medical care, identification of emergency medical conditions and injuries, patient packaging and patient transportation.

These personnel must be trained and be competent to the following rescue levels:

- a) Medical Care at BLS and be registered with HPCSA for the current year calendar.
- b) At least one employee with ILS level competency must be available per shift and must be registered with HPCSA for the current calendar year.
- c) Confined Space Rescue for deployment, patient retrieval, patient assessment and patient stabilization.
- d) High Angle Rescue for Rope Rescue team deployment, patient assessment and stabilization, rope systems and rescue basket stretcher deployment, patient packaging and retrieval).
- e) Vehicle extrication to extricate persons trapped in all categories of vehicles and assist in the extrication of persons entrapped in production and process equipment.
- f) Trench rescue for the extrication of persons trapped in trenches and other similar situations.

**Emergency Medical Services**

All emergency care personnel must always maintain a valid HPCSA registration and minimum required CPD points before they render emergency care to any patients under the service contract with Kusile Power Station. As part of this scope, the Service Provider must provide Emergency Medical Services - Level of Care at ALS; ILS and BLS levels in accordance with respective HPCSA protocols through the services of:

- a) One ALS with firefighting, rescue and hazmat qualifications and competency available during day shifts for seven days per week. The ALS should be on standby duty after hours and must be able to respond to Kusile Power Station emergency within thirty minutes of receiving a callout.
- b) Minimum of one ILS per shift with firefighting; rescue and hazmat qualifications over four shifts available for fire and ambulance duties (refer to Annexure A for details).
- c) Maximum of four BLS per shift with firefighting; rescue and hazmat qualifications over four shifts for both fire and ambulance duties (refer to Annexure A for details).
- d) A registered and fully equipped ILS ambulance (own by ESKOM) to be manned by one ILS and one BLS as a minimum per shift.

In addition, the Service Provider must be able to plan for a back-up medical support if there are mass casualty incidents involving more than four critically injured persons or incidents of structural collapse, trench collapse, scaffold collapse, bomb threats, and natural disasters on site.

**Duties of an Advanced Life Support Paramedic**

- a) Provide responses to emergency calls and ambulance requests as per HPCSA ALS protocol.
- b) Operate medical equipment and administer approved medications as per HPCSA ALS protocol.
- c) Performs patient assessment and treatment as per HPCSA ALS protocol.
- d) Completes necessary records and reports for emergency calls including information for billing documentation and legal accountability.
- e) Reports facility maintenance, radio, vehicle and equipment problems or issues to appropriate level of authority.
- f) Transport patients to local and regional medical facilities.
- g) Assist with daily inventorying of emergency equipment, supplies, fluids, administration sets and drugs.
- h) Facilitate first aid training with Kusile ERT's Operations shifts on a two hours per month basis.
- i) Participate in Kusile Power Station Emergency Preparedness Drills.

**Duties of an Intermediate Life Support Paramedic**

- a) Provide responses to emergency calls and ambulance requests as per HPCSA ILS protocol.
- b) Operate medical equipment and administer approved medications as per HPCSA ILS protocol.
- c) Performs patient assessment and treatment as per HPCSA ILS protocol.
- d) Provide quality assurance for Basic Life Support emergency care providers and onsite first aiders.
- e) Transport patients to local and regional medical facilities.
- f) Conduct first aid training to Kusile ERT's Operation shifts on a two hour basis per month.

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- g) Participate in Kusile Power Station Emergency Preparedness Drills.
- h) Assist with daily cleaning the Fire Station and general station maintenance.

**Duties of a Basic Life Support Emergency Care Provider**

- a) Provide responses to emergency calls and ambulance requests as per HPCSA BLS protocol.
- b) Performs patient assessment and treatment as per HPCSA BLS protocol.
- c) Drive and/ or be a crew on the ambulance and other emergency vehicles.
- d) Document and maintain patient records of services rendered and keep related records.
- e) Participate in employee training and orientation programs.
- f) Participates in marketing activities as per direction from management.
- g) Provide medical standby at Eskom events when required.
- h) Maintain and clean equipment and emergency vehicles daily and ensure state of readiness.
- i) Ensure that an accurate log of travel is maintained.
- j) Process stock replenishing requests and ensure effective accountability thereof.

**Duties of Control Room Attendant**

- a) Take emergency and non-emergency phone calls.
- b) Accurately process and record the information received.
- c) Dispatch necessary resources and keep constant communication with the responding Units.
- d) Provide communication link between responding Units and update provide regular updates to ESKOM Management if required.
- e) Accurately complete incident reports taking into consideration the timelines logging.
- f) Perform any other lawful duties as requested by management.

**Backup Support System**

The Service Provider must have contacts with the National Call Centre to give a back-up medical support in case of major incidents involving multiple casualties.

**Transportation of Patients to Medical Facilities**

- a) Eskom will supply fully equipped ILS medical ambulances on fulltime basis.
- b) Ambulance to be demarcated with reflective signwriting and fitted with audible and visual warning systems to be clearly recognized as an EMS ambulance.
- c) All patients will be transported to the nearest medical facility with a level of care appropriate for the patient/s injuries, illness and/or condition.
- d) If patients need to be transported to another medical facility in a neighbouring Province, the Contract Supervisor (Eskom Generation employee) needs to be notified of such action. Permission must be given by the Kusile Power Station General Manager or the delegated Manager.

**Consumables or Bill of Quantities**

- a) The Service Provider must provide all the medical consumables and Oxygen cylinders required for the medical facility.
- b) The Service Provider must also ensure that daily checks on fire and medical equipment are done, and that equipment and consumables do not exceed their expiry dates. Replacement of consumable stock must take place on a minimum of two (2) weeks prior to reaching the expiry date.

**Inspections**

- a) Daily vehicle inspections must be carried out and all defects reported to the relevant Eskom person with authority.
- b) Monthly inspection and reporting defects of all first aid boxes at Kusile Power Station.
- c) Weekly Plant Maintenance (PM's) must be carried out, and all defects reported to the relevant Eskom person with authority.
- d) General plant inspection on fire equipment and fire systems, including housekeeping, must be carried out and findings and defects reported to the relevant Eskom person with authority.

**Technical Acceptability**

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

- a) Is not compliant with the scope of work;
- b) Does not return the supporting documents that are stated as gatekeepers to qualify for the tender evaluation process to continue;

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- c) Does not provide sufficient information for Eskom to evaluate the tenderer's ability to comply with Safety, Health, Environment and Quality requirements of the tender;
- d) Does not meet technical and commercial questions which shall be clearly marked and indicated as tender returnables in tender invitation;
- e) Does not have minimum of two years experience in a field of Fire, Rescue & Emergency Medical Services and;
- f) Does not attach CV's of all employees as per the Scope of Work.

**Accommodation**

ESKOM will not finance any accommodation arrangements.

**1.3 Interpretation and terminology**

<b>Term</b>	<b>Definition</b>
Emergency	An abnormal situation that is beyond the normal control measures available and requires coordinated and combined efforts of teams and people to a normal situation again.
Disaster Management	The process of planning and implementation of measures undertaken by individuals, the Kusile Project Team's Emergency Response Team and other collaborative organisations aimed at: <ul style="list-style-type: none"> <li>• Preventing or reducing the risk of disasters;</li> <li>• Mitigating the severity of consequences of disasters;</li> <li>• Emergency preparedness and;</li> <li>• A rapid and effective post-disaster recovery and rehabilitation plan.</li> </ul>
Emergency Preparedness	The pre-planning actions and activities aimed at minimising the consequences of emergency situations affecting human life, assets, environmental at Kusile Power Station.
Environment	The surroundings within and outside Kusile Power Station physical boundaries that are made up of: <ul style="list-style-type: none"> <li>• The land, water, and the earth's atmosphere;</li> <li>• Micro-organisms, plant and animal life;</li> <li>• Any part or combination of (a) and (b) and the interrelationships among and between them and;</li> <li>• The physical, chemical, aesthetic, cultural properties and conditions of the foregoing that influence human health and well-being.</li> </ul>
National Key Point	Any place or area which Laws under Section 2 of Act 102 of 1980 has been declared a National Key Point.
Partner	Any contractor, supplier or service provider rendering services to or on behalf of Kusile Power Station.

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ALS	Advanced Life Support
EMS	Emergency Medical Services
ERT	Emergency Response Team
GM	General Manager
HAZMAT	Hazardous Materials
HPCSA	Health Professions Council of South Africa

IFE	Institute of Fire Engineering
ILS	ILS
LG SETA	LG SETA
NFPA	NFPA
PrDP	Professional Driving Permit
TUT	Tshwane University of Technology

## 2 Management strategy and start up.

### 2.1 The Contractor's plan for the service

During the execution of the Works at Kusile Power Station, the Service Provider shall maintain a suitable office at the Fire Station in the area allocated for that purpose by ESKOM, which shall be the headquarters of the Service Provider's Representative and authorized to receive drawings, instructions or other communications or notices under the Contract.

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

### 2.2 Management meetings

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

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

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

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

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

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

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

and feedback	11:00 am.		and any other required people.
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Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

### 2.3 Contractor's management, supervision and key people

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

The minimum core Team on site shall consist of the following personnel:

- Base or Site Manager (Minimum ILS competency)
- Team Supervisor (Minimum ILS and Firefighter 2 competency)
- Minimum of six (6) Emergency Services Team members as per Generation 32-108: Firefighting Organization Standard (Minimum BLS and Firefighter 2 competency)

### 2.4 Provision of bonds and guarantees

N/A

### 2.5 Documentation control

The Service Provider will submit the following documents to the Employer for review, and the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not accepting the documentation. The Employer will give the Service Provider reasonable time, which will be agreed with the Service Provider, to respond or re-submit the documents.

The documents are as follows:

Title and Purpose	Frequency
Shift Roster	Daily or beginning of shift
Vehicle & Equipment Inspection Checklists	Daily or beginning of shift
Equipment Inventory	Weekly
PPE Checklist	Weekly

### 2.6 Invoicing and payment

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

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

The *Contractor* shall address the tax invoice to:  
 ESKOM Holdings SOC Limited  
 Kusile Power Station  
 R545 Kendal/ Balmoral Rd  
 Witbank, Emalahleni

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Attention:

\_\_\_\_\_

and include on each invoice the following information:

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

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

## 2.7 Contract change management

The Employer may instruct changes to the scope at any time given reasonable circumstances, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the Service Provider in writing to be valid.

## 2.8 Records of Defined Cost to be kept by the Contractor

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

## 2.9 Insurance provided by the Employer

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

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

## 2.10 Training workshops and technology transfer

The Employer will, when deemed necessary, arrange for the contracted personnel to attend any workshop which the Employer may see as necessary for the running of the Contract.

## 2.11 Design and supply of Equipment

ESKOM will supply the following equipment to be used by the Service Provider during the term of the contract:

Equipment	Purpose
Fully operational Fire Engine (truck)	Firefighting and Rescue
Fully operational Skid Unit	Wildland firefighting
Fully operational HAZMAT Vehicle/ Trailer	Hazardous materials response
Two fully operational Ambulances	Emergency Medical Services
Medical equipment	Emergency Medical Services
Fully operational Emergency Control Room with Desktop linked to printer	Administrative duties
Landline telephone	Operational duties
Two-way radios	Communication purposes

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In addition, all members of the Team will be stationed at Kusile Fire Station where basic needs such as water, resting and ablution facilities will be provided.

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

### **2.12.1 Equipment**

All equipment to be returned to the Employer in good condition.

### **2.12.2 Information and other things**

N/A

## **2.13 Management of work done by Task Order**

N/A

# **3 Health and safety, the environment and quality assurance**

## **3.1 Health and safety risk management**

The Service Provider shall comply with the health and safety requirements contained in the SHE Specification to this Service Information.

## **3.2 Environmental constraints and management**

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

## **3.3 Quality assurance requirements**

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

# **4 Procurement**

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

## **4.1 People**

### **4.1.1 Minimum requirements of people employed**

The Service Provider will be required to recruit qualified and suitable personnel preferably from Nkangala District Municipality and any other areas that are within sixty-five (65) km radius Kusile Power Station. Kusile Power Station Employment Procedure will apply.

### **4.1.2 BBBEE and preferencing scheme**

The Service Provider shall maintain the required B-BBEE recognition level for the duration of the contract whereby the Service Provider must provide ESKOM with a valid Verification Certificate, and such other information as deemed necessary by ESKOM. For the purpose of this clause, "verification certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE status of a particular entity as issued by an accredited verification agency. The Service Provider must comply with and fulfil its obligation in respect of the Supplier Development and Localisation and the Industrialisation Program in accordance with, and as provided for, in the Supplier's SD&L Localisation Obligation Schedule.

Without limiting or derogating from ESKOM's other rights under the Agreement, including ESKOM's right to terminate the Agreement, ESKOM shall be entitled to claim (and to deduct from the consideration payable) a penalty equal to **ZAR 0000** if the Service Provider fails to maintain the B-BBEE Level of Recognition as stated on the Agreement, subject to the provision that the penalty shall not be applied if the Service Provider

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re-achieves the required B-BBEE Level of Recognition for the balance of the Agreement for the duration of the contract.

**4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)**

N/A

**4.1.4 Job creation**

The Service Provider must create thirty (30) jobs as per the Scope of Work with the following breakdown:

Category	Jobs to be created
Management	2
Expert skills	28

**4.1.5 Skills development**

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

Skill Type	Target	Service Provider proposal	Entry level	Exit level	Minimum Training
Fire Fighter 1 (including HAZMAT Awareness)	2		Basic Ambulance Attendance Course	<ul style="list-style-type: none"> <li>Fire Fighter 1 (NFPA 1001)</li> <li>Hazmat Awareness (NFPA 472)</li> </ul>	3 years
Fire Fighter 2 (including HAZMAT Operations)	2		Basic Ambulance Attendance Course	<ul style="list-style-type: none"> <li>Fire Fighter 2 (NFPA 1001)</li> <li>Hazmat Operations (NFPA 472)</li> </ul>	3 years

**4.2 Subcontracting**

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

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

The Contractor shall not be entitled to cede, delegate, assign or otherwise transfer any of its rights and/ or obligations without the prior written consent of ESKOM, which consent shall not be unreasonably withheld.

**4.2.1 Preferred subcontractors**

N/A

**4.2.2 Subcontract documentation, and assessment of subcontract tenders**

N/A

**4.2.3 Limitations on subcontracting**

N/A

**4.2.4 Attendance on subcontractors**

N/A

**4.3 Plant and Materials****4.3.1 Specifications**

The Service Provider must provide thirty (30) cabinets for storing of Personal Protective Equipment.

**4.3.2 Correction of defects**

The period for the correction of defects shall be 48 hours.

**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 plant or material supplied to the Employer. A guarantee and warranty certificate may also be required for any plant and material supplied by the Contractor to the Employer.

**4.3.4 Tests and inspections before delivery**

N/A

**4.3.5 Plant & Materials provided "free issue" by the Employer**

N/A

**4.3.6 Cataloguing requirements by the Contractor**

N/A

## **5 Working on the Affected Property**

### **5.1 Employer's site entry and security control, permits, and site regulations**

#### **5.1.1 Security and Access**

Kusile Power Station is a National Key Point and site entry shall be in accordance with ESKOM's Access Control Policies. The Service Provider shall comply to Kusile Power Station site rules and regulations. The Employer will provide perimeter security and access control for Kusile Power Station. Strict access control shall be implemented 24 hours a day at all entrances to Kusile Power Station. All persons and vehicles entering or exiting Kusile Power Station may be subjected to searches and the Employer reserves the right to refuse entrance to any person not meeting security and / or access requirements.

From time to time, and as required, the Employer will issue policies and procedures regarding Kusile Power Station security and access control. These policies and procedures shall be strictly adhered to by the Service Provider. The Employer shall be entitled, at his discretion, to amend or relax the site security and/ or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation. Any breach of security shall be reported immediately to the Employer.

#### **5.1.2 Access Control of Persons**

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

Applications for identification cards and fingerprint imaging shall be made in good time to access being required. Lost, stolen, or damaged cards shall be reported to the Employer immediately. A fee shall be charged for replacement cards.

Identification card holders will be required to produce their identification cards for a photo to face and fingerprint check at security check points. Where a cardholder's right of access to Kusile Power Station is withdrawn, his identification card will be electronically cancelled. It is the responsibility of the Contractor to ensure the card is returned to the Employer upon withdrawal of employee's right of access.

#### **5.1.3 Removal of Persons from Kusile Power Station Site**

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

The employer furthermore will remove from Kusile Power Station, or any other places, if any, as may be specified under the Contract as forming part of the Site, any person who ceases, for any reason, to have legitimate business thereon.

If any such person was permitted access as Service Provider's contracted personnel or a as a visitor of the Service Provider, the Service Provider shall, at the request of the Employer, take all steps necessary to ensure his removal from Kusile Power Station Site or from such other places forming part of the Site, as the case may be.

#### **5.1.4 Removal of Goods from Kusile Power Station site**

All persons removing inter alia materials, equipment, toolboxes, temporary facilities etc. from Kusile Power Station must be in possession of a valid gate release permit. Applications for general or specific gate release permits shall be made in the form prescribed by the Employer.

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#### **5.1.5 Access Control of Vehicles**

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

#### **5.1.6 Visitors**

Before entering Kusile Power Station, Visitors Applications shall be made in a form prescribed by ESKOM prior to access being required and visitors must be in possession of positive identification. The Service Provider's visitors shall be subject to all Kusile Power Station rules and regulations including those related to Health & Safety and discipline. As a minimum requirement visitors must wear safety shoes, hard hats and any other personal protective equipment as required by ESKOM and must be accompanied by their hosts at all times whilst within Kusile Power Station site.

#### **5.1.7 Firearms**

Firearms will not be permitted onto Kusile Power Station site, nor at other places, if any, as may be specified under the Contract as forming part of the site. This restriction does not, however, apply to members of the South African Police Services (SAPS) and South African National Defence Force (SANDF) in the pursuance of official duties.

#### **5.1.8 Perimeter Fences**

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

#### **5.1.9 Helicopter Traffic**

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

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

#### **5.1.10 Service Provider's Security**

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

#### **5.1.11 Cleanliness and Housekeeping**

The Service Provider shall maintain a high standard of cleanliness during the conduct of his activities on site, and at other places, if any, as may be specified under the Contract as forming part of the site. The Service Provider shall, always maintain, clean, and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc. to the satisfaction of the Employer. The Service Provider shall always keep these areas clean and free from accumulation of waste materials and refuse regardless of the source.

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

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#### **5.1.12 Waste Removal and Disposal**

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

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

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

#### **5.1.13 Signage**

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

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

#### **5.1.14 Works Area Limits**

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

#### **5.1.15 Site Traffic**

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

#### **5.1.16 Dust Suppression**

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

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

### **5.2.1 Hours of Work**

Working hours on site is from 07H00 a.m. to 19H00 p.m. and from 19H00 p.m. to 07H00 a.m. from Sunday to Sunday. The Service Provider is expected to always provide a standby shift with similar resources.

### **5.2.2 Competence Testing of Service Provider's Personnel**

Contracted personnel to be employed at Site or at other places, if any, as may be specified under the Contract as forming part of the Site for any semi-skilled or skilled operation may be tested by the Employer at any time at Site. This may include, at the Employer's discretion, the actual performance of the operation and/or training and testing related to performance of the operation. The Employer reserves the right to prevent any person from carrying out any operation that such person is not fit or qualified to perform. The satisfactory passing of the induction operation test requirements will result in the certification of the Service Provider's personnel to perform that specific operation on Site. This certification shall not reduce in any way the Service Provider's responsibilities to perform the Works as per the Contract requirements in a safe manner. The Certification may be revoked by the Employer if such person ceases to be fit or qualified to perform the work in question at any time.

### **5.2.3 Anti-poaching Undertaking**

The Service Provider shall not recruit or attempt to recruit staff and labour from amongst the personnel of other Service Providers doing the similar works during the execution of the Works. The restriction shall not, however, prevent the Service Provider from recruiting a person where:

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

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

### **5.2.4 Transportation of Service Provider's Personnel**

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

The Employer will provide a loading and unloading area and parking outside the Site entrance for the Service Provider's use. An unloading area for the Service Provider's personnel at the Fire Station will be permitted by prior arrangement with, and subject to the approval of the Employer.

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

### **5.2.5 Canteen**

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

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### **5.2.6 Site Induction Programme**

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

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

### **5.2.7 Substance Abuse Testing**

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

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

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

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

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

#### **5.2.7.1 Pre-assignment Testing**

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

#### **5.2.7.2 Continuous Random Drug Testing**

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

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

Testing shall, as a minimum:

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

### **5.2.8 Accommodation Policy**

No accommodation will be provided by the Employer. The Service Provider shall be required to recruit within the Nkangala District Municipality, including any other areas that are within 65km of Kusile Power Station.

### **5.2.9 Industrial Action Policy**

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

## **5.3 Health and safety facilities on the Affected Property**

### **5.3.1 Medical Facility**

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

### **5.3.2 First Aid Facilities**

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

### **5.3.3 Firefighting Facilities**

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

## **5.4 Environmental controls, fauna & flora**

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

## **5.5 Cooperating with and obtaining acceptance of Others**

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

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

## 5.6 Records of Contractor's Equipment

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

## 5.7 Equipment provided by the Employer

Please refer to 2.11

## 5.8 Site services and facilities

### 5.8.1 Provided by the Employer

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

Site Facilities, Utilities and Services Item	Provided by		Details
	Contractor	Employer	
<b>Field Office</b>			
Field office structure		X	
Field office furniture		X	
Field office equipment		X	
Field office supplies	X		
<b>Equipment</b>			
Fire Fighting and Rescue		X	
Emergency Medical Services		X	
HAZMAT		X	
<b>Communication</b>			
Internet connection	X		
Radio communication		X	
Cell-phone communication	X		
<b>Telephone</b>			
Telephone main service line		X	
<b>Electrical Power</b>			
Main power source and maintenance		X	
Power primary distribution system and maintenance		X	
Power contractor's distribution system		X	
Power contractor's distribution system		X	
Power energy usage payment		X	
<b>Lighting</b>			

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Structure's interior lighting		X	
Contractor specific area lighting		X	
General site lighting and maintenance		X	
<b>Water – Potable and non-potable</b>			
Water source		X	
Water distribution and maintenance system		X	
Water usage payment		X	
Drinking water distribution		X	
<b>Site Facilities, Utilities and Services</b>			
<b>Heat</b>			
Heating facilities/ system		X	
<b>Sanitary Facilities</b>			
Sanitary facilities and maintenance		X	
<b>Access roads</b>			
Primary access roads and maintenance		X	
Contractor specific access road and maintenance		X	
Primary access dust control		X	
General work dust control		X	
Parking area		X	
<b>Storage facilities</b>			
Onsite lay-down space		X	
Storage area maintenance	X		
Tool storage facility	X		
PPE storage	X		
Climate control storage facility	X		
<b>Security</b>			
Overall site security		X	
Contractor specific area security		X	
Overall site security access card and finger- print system and materials		X	
<b>Medical Facilities</b>			
First aid facilities		X	
Emergency Medical Services		X	
Heliport area		X	
<b>Fire Protection</b>			
Fire extinguishers		X	
Hose reels		X	
Sprinkler		X	
Deluge		X	
Combination		X	
Foam		X	
Fire vehicles & equipment		X	
<b>Clean-up</b>			
General offsite disposal		X	

Contractor general refuse collection onsite		X	
Contractor field office cleaning service		X	
Hazardous waste disposal		X	
<b>Food services</b>			
Allowed on site? (yes/ no)	Yes		
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 Service 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 service and the erection, installation and removal thereof and/ or related equipment requires the approval of the Employer.

**5.8.2 Provided by the Contractor**

Facilities to be provided by the Contractor are described in Site Services and Facilities Matrix in 5.8 above.

**5.9 Control of noise, dust, water and waste**

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

**5.10 Hook ups to existing works**

The performance of the Works which affects the Employer’s operations or the systems of other Service Providers on site 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 Service Providers, or impose abnormal operating conditions on their systems, is subject to the Work Coordination Process and the approval of the Employer.

**5.11 Tests and inspections**

**5.11.1 Description of tests and inspections**

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

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

**5.11.2 Materials facilities and samples for tests and inspections**

Not applicable

**6 List of drawings**

**6.1 Drawings issued by the Employer**

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

Drawing number	Revision	Title
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146838	0.90/137	Kusile Power Station Site Layout