



Scope of Work

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Provision of Horticultural Maintenance Services at Camden Power Station

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Compiled by:

**Ilze Podges
Officer Business Administration
Contract Manager for Horticulture Services
Camden Power Station**

Date: 2024-01-25

Authorised by:

**Leon Coetzer
Support Services Manager
Camden Power Station**

Date: 2024-01-25

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 *works* to be performed by the Contractor is a 5 year (60 months) all-inclusive maintenance contract of all horticultural services at Camden Power Station.

1.2 Employer's requirements for the service

The Contractor shall perform routine and planned horticultural maintenance as directed by the Employer.

1.2.1 Maintenance of Gardens and Lawn areas

The maintenance of gardens and lawns include, weeding, trimming and pruning of grass by mowing of grass with cutting machines, top dressing, checking of grass, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc. throughout the year and other scope related to horticulture as per needs from time to time.

Mowing, trimming, brush cutting and cleaning tasks must be performed as a unity at all times to ensure a uniform length and aesthetic acceptable appearance. Although the service schedule details the number of times a given area needs to be maintained, these numbers may vary due to climatic conditions. All road corners must be kept free from any obstructive overgrown grass.

Weather permitting, the contractor will schedule mowing and trimming activities in accordance with the service schedule in order to achieve an acceptable clean cut, groomed and finished off look. The length of the cut grass may differ from place to place and the method of mowing and trimming may vary according to the type of grass and the standard of the finish required. The result must comply with the Employer's aesthetics requirements as detailed in the scope of work.

Where mowing has taken place in wet conditions, ride-on and push mowers may leave tyre tread marks and windrows of half or uncut grass. These conditions may necessitate extra mowing care that the Contractor must undertake as soon as the soil had dried out sufficiently for him to do so successfully.

1.2.1.1 Edging

All lawns should be edged at the same time as the mowing operations where such grass areas adjoining buildings, paving, manholes, trees, beds, sidewalks, fences, poles or any obstacles in lawn areas. Edging should be done by mechanical means and no chemicals should be used except at fences where no other plants except weed or grass are growing.

1.2.2 Maintenance of Trees, Shrubs and Creepers

The maintenance of trees, shrubs and creepers, by their manuring, watering, hoeing, pruning and trimming, provision of frost covers, replacement of old dead by new ones and to ensure enough supply of air and water. This also includes the indigenous trees that are currently on site.

Trees at Camden Power Station premises to be maintained continuously (clean ring around young trees, no ring barking) and fertilized twice a year (beginning and middle of growing season). The Contractor will provide fertilizer and compost as per scope of work or as and when required by the Employer.

1.2.3 Designing, Preparation and Maintenances of Flower Beds

The Contractor shall ensure that the existing flower beds of seasonal annual flowering plants at different locations in the lawns of Camden Power Station site are maintained. In between these flower beds perennials or shrubs are to be maintained. The Contractor is also to design and prepare flower beds of seasonal annual flowering plants as and when instructed by the Employer.

Flower beds differ in character and in the quantity of plant material they carry. Different bed cleaning methods are to be used to achieve and end result of conformance to standards (i.e. neatness, and cleanliness and having a pleasing appearance).

1.2.4 Security Fence Area

The Contractor shall maintain the areas between the two parallel permanent security fences free from weeds, plants or any growth. Maintenance will be done through spraying of herbicides, weedicides, in compliance with the Handling and Control of Dangerous Materials Act.

The fence surrounding should be cleared 3 meters in width, both inside and outside the fence. Erosion should be reported to the Employee in writing at the end of every inspection.

1.2.5 Vegetation and Alien vegetation Control

Control of vegetation includes but is not limited to all open areas, storage areas and embankments. Maintenance will be done by bush cutting equipment not higher than 10cm from the ground. Vegetation control and maintenance shall include mowing, fertilizing, watering, tree trimming, re-seeding or re-vegetation, and other maintenance as directed by the Employer.

Maintenance will be done according to "The monitoring, control and eradication plan for invasive plant species at Camden Power Station – documentation identifier 240-1440858199.

1.2.6 Weed Control

The Contractor shall apply weed control on roads, trenches, walkways, paving, apron slabs around all buildings, parking areas, and as required by the Employer. Weed control shall be applied through the application of approved organic and environmental friendly herbicides and weedicides in compliance with the Handling and Control of Dangerous Materials Act.

1.2.7 Planting of Trees

The Contractor shall prepare holes for planting of trees including composting, fertilizer and watering as instructed by the Employer.

1.2.8 Landscaping

The Contractor shall do and provide maintenance to the existing landscapes as instructed by the Employer.

1.2.9 Maintenance of Fire Breaks

The Contractor shall provide maintenance of the all existing firebreaks in accordance with the National Veld and Forest Fire Act, Act 101 of 1998 or as directed by the Employer. The fire breaks must be 6m wide and cleared off all vegetation. This includes cutting and ploughing of fire breaks.

Emergency Services Fire officer will specify the areas to be included into the fire break management plan annually. Details of what may be required will be negotiated on an annual basis. The Contractor will supply all the necessary machinery and equipment required to complete the fire break maintenance task.

Preparing fire breaks may include chemical control. All firebreaks will be conducted under the supervision Camden Fire department according to Camden Fire Management Plant Doc No 004/8876.

1.2.10 Frequency of Planned Horticultural Maintenance

The following table indicates the minimum required intervals for the various services.

Description	Planned Maintenance Frequency
Lawns	Weekly in High season Monthly in Low season
Garden beds	Weekly in High season Monthly in Low season
Site embankments	Monthly in High season Bi monthly in Low season
Security Fence	Monthly in High season Bi monthly in Low season
Vegetation control	Monthly in High season Bi monthly in Low season
Open areas	Monthly in High season Bi monthly in Low season
Weed control	Monthly in High season Bi monthly in Low season
Fire Breaks	Bi-annually completed by May

1.2.11 Irrigation

Watering is an initial growth requirement for new trees and plants and a further requirement during severe climate strain. Water will be performed manually with the aid of a portable water tank or hose. (e.g. I-DV with a water bowser).

1.2.12 Pruning

Trees, shrubs and plants may require annual or periodic pruning during their lifetime. The Contractor will identify which plants require pruning and determine when this is to be done to the best advantage of the plant. This ensures aesthetic appeal and realizes the long-term growth potential, development and ultimate shape of the plant.

1.2.13 Thinning out and removal of dead flowers

This activity will be undertaken timeously to check unfavorable growth and maintain correct fullness and appearance of the area while avoiding any adverse effects on the recovery of the remaining plants and their long term ability to mature.

1.2.14 Raking and sweeping

Debris in the form of leaves, grass cuttings, twigs and other garden waste will either be swept or raked into a pile, bagged if necessary (in biodegradable packaging) and removed by the Contractor before such debris becomes unsightly. The Contractor will all garden waste the local municipality dump site on the Ermelo / Hendrina road outside Ermelo.

1.2.15 Netting

When cutting grass around the cooling towers and cooling tower ponds, screens with netting must be placed between the area being cut and the cooling towers and ponds. NO grass is allowed to enter any of the cooling towers or ponds. This can cause a unit trip.

During winter months frost nets must be placed on all delicate plants or shrubs that will die when coming in contact with frost at the security offices, canteen, training centre and Administration Building (Blue Building).

1.2.16 Management of Litter

Ground litter needs to be picked up at all times when working in designated areas. Litter to be placed in a plastic refuse bag or designated bins for transportation to an onsite waste storage yard.

Litter picking will include but not limited to the following areas:

Perimeter fence in and around Camden site (include areas within and around the fence). All roads including Oak Road, road verges and areas within the site including the outside of contractor's yard.

1.2.17 Top dressing and levelling

Suitable weed free topsoil will be provided by the Contractor for loading, transport and delivery to the areas where filling in and levelling may be necessary as part of an upgrading / rehabilitation / erosion control program. Topsoil will be available on request from the Employee. A quotation must be submitted to the employee for approval before commencement of the work.

1.2.18 Upgrading

Areas to be upgraded / landscaped will be identified by the Employee. A quotation must be submitted to the Employee for the approval before commencement of the work.

1.2.19 Replacement of plants

Where plants have died within the landscape due to neglect, the Contractor will replace plants free of charge except in those circumstances beyond the control of the Contractor. In such situations the replacement cost will be negotiated between the Employee and Contractor.

De-barking while brush cutting is unacceptable and the Contractor will replace the plants.

Uncontrolled application of herbicides that might cause decay in plants is unacceptable and the Contractor will replace the plants. Unprofessional handling / conveying of plants is unacceptable and plants will be replaced by the Contractor.

1.2.20 Garden furniture and water features

The Contractor to provide and maintain garden furniture and water features on request by the Employee. A quotation must be submitted to the Employee for approval before commencement of the work.

1.2.21 In-house plant care

The Contractor will provide a continuous service water, attending and maintaining of all in-house plants. The Contractor will advise the Employee of necessary replacements or planned changes to ensure stimulation.

1.2.22 Helipad

Lights should be kept free of plant growth and any weeds. Paved and tarred areas should be sterilized and a 100 meter area all round. Care must be taken that all loose debris and stones that cause a risk to the helicopter landing or taking off be removed at all times.

1.2.23 Bush Clearing

This means clearing of trees by mechanical or chemical means. The cut or cleared indigenous trees or bushes will be chipped and transported to local municipality dumping site by the Contractor.

Alien and invasive species that are removed will be managed as per the legislative requirements for alien vegetation.

Bush clearing will include but not limited to the following areas:

- Perimeter fence in and around Camden site (include areas within and around the fence)
- Old and new ash dam area
- All roads including Oak Road, road verges and areas within the site excluding Contractor's lay down areas
- Areas around cooling towers
- Are in front of relay house 275 kv & 88 kv yard
- MH Oil traps
- Coal staith
- Around the outside of the contractors yard
- Ash lines
- Coal haulage gravel road
- Sewage plant
- Reclamation dam
- De Jager's pan
- V-drains along the coal reserves
- In all common areas in and around Camden Power Station Site.

1.2.24 Supply and maintenance of equipment and machinery

All equipment and machinery must be supplied by the Contractor and will comply with the general requirements for professional gardening service in an industrial area. It must be able to cater for the vast area and activities stipulated in the contract. Examples may include, but are not restricted to:

- Industrial walk behind lawnmower (at least 2)
- Ride on lawn mower (at least 1)
- Tractor, slasher & plough (at least 1 of each)
- Road brooms
- Pole pruners / chainsaws
- Hedge and edge trimmers
- Brush cutters (at least 20 working daily)
- Fire break equipment
- Portable water tank house pipes
- Petrol driver chipper / shredder
- Garden vacuum / leaf blower
- Hand hoe (at least 20)
- Hand trowels (at least 20)
- Weeding trowels
- Shrub shears
- Vehicles to transport equipment on site (at least 2)
- Vehicle to transport staff on site (at least 1)

Vehicles must be roadworthy at all times. Monthly maintenance and safety inspections must be done by the Contractor on all vehicles, machinery, tools and equipment to ensure continuation of service as per the safety file requirement. Inspection sheets must be available in the safety file for verification on monthly assessment dates.

1.2.25 Special events

Special events, arbour day is an annual once off event with a once off amount to be communicated to the Contractor by the end of June to ensure financial provision and commitment. Guidance must sought from the Environmental Department during each planning phase.

2 Management Strategy and Start Up

2.1 The Contractor’s Plan for the Service

2.1.1 Contractor’s Office / Lay down area

During the execution of the Works at Camden Power Station, the Contractor shall maintain a suitable office at the Contractors 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 allocated area the following: 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.). These documents shall be available to the Employer at all times.

2.1.2 Kick off meeting

The Contractor shall attend a Contract kick off meeting no later than thirty (30) 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 30 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 Scope of Work. At the discretion of the Employer, additional Kick off meetings 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 manager, site supervisor, health & safety officer shall be in attendance at all kick off meetings.

2.2 Management Meetings

The Contractor shall attend the follow meetings when deemed required by the Employer:

Title and Purpose	Approximate Interval	Time & Location	Attendance by:
Progress feedback meeting	Once a week	Parkhome 8	Employer and Contractor Site Representative
Safety management meeting	Monthly	Teams	Contractor’s Management and Safety Officer
Quality Meeting	Monthly	Teams	Contractor’s Management

2.3 Contractor’s Management, Supervision and Key People

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

The Employer reserves the right to audit and verify the structure.

2.4 Documentation Control

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

Title and purpose	Frequency
Weekly plan	Every Monday of the week
Weekly progress report, reporting on actual work completed.	Every Monday of the week, reporting on the previous week’s progress

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

Documents shall be delivered in electronic format (Microsoft Office 2003 compatible or Adobe Acrobat (pdf) files).

2.5 Invoicing and Payment

Monthly payment certificate / assessments will be carried out in order to determine conformance for payment. The total site is divided into estimated 40 areas or activities. The total monthly payment will be according to work completed in the areas as specified in the monthly task order.

Assessment criteria

TYPE OF AREA	ASSESSMENT CRITERIA
Veld grass	Cut short as per interval requirement. No tyre marks or wind rows left unattended after wet conditions.
Lawn	Weed free. Cut short as per interval requirement. No tyre marks or wind rows left unattended after wet conditions.
Road edges	Maintained. Safety at road corners.
Parking	No weeds growing. Litter collection.
Gravel	No weeds growing. Surface levelled. Litter collection.
Trees	Pruned. Trimmed. No de-barking during brush-cutting.
Concrete	No weeds growing. Litter collection.
Beds	Weed free. No foreign objects. Soil levelled. Groundcovers cut back. Plants in good condition. Pleasant appearance.
Flower Boxes	Weed free. No foreign objects. Soil levelled. Groundcovers cut back. Plants in good condition. Pleasant appearance.
Water trenches and grass covered ditches	Concrete trenches must be unblocked, with no soil and litter. Grass ditches must be cut short and litter must be removed.
Other structures	Weed free.

Ash lines and pipes	Cut grass alongside pipes. Spray with herbicide.
Scarify lawn	In Winter. Areas as per Client request. Successful recovery due to proper aftercare
Security Fence procedure	Clear cut / herbicide application 3 m both sides at all times. Signs of erosion must be reported to Security.
Helipad	Tarred areas should be sterilized 100 cm all round. The helipad shall be free of any weeds and sterilized 100cm all round. A three meter area around the PAPI lights shall be sterilized with no growth in the area

The Contractor provides the Employer with a tax invoice, by no later than the 1st day of the month, showing the amount due for payment equal to that stated in the Employer's payment certificate / assessment.

The Contractor shall address the Tax Invoice to:

Eskom Holdings SOC Limited
 Camden Power Station
 Private Bag x 1002
 NUCAM
 2355

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 (46 number) and contract title; Purchase order (45 number)
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Contractors bank details
- Description of service provided for each item invoiced based on the Price List; and
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Invoices to be submitted to: Invoiceseskomlocal@eskom.co.za

2.6 Contract Change Management

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

2.7 Records of Defined Cost to be kept by the Contractor

The Contractor must keep all documentation related to the compensation events, quotes and instructions from the Employer for the period of 5 years after contract completion for audit purposes.

2.8 Insurance Provided by the Employer

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

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

2.9.1 Information and other items

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

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

2.10 Management of work done by Task Order

A task order will be issued by the Employer on a monthly basis with the task set out for the month on the task order.

3 Health and Safety, the Environment and Quality Assurance

3.1 Health and Safety Risk Management

The Contractor shall comply with the health and safety requirements contained in Camden Safety, Health and Environmental Specification as updated.

The Employer's Safety Officers shall inspect the Contractor Working Areas and Facilities for compliance to Eskom's standards.

3.2 Environmental Constraints and Management

The Contractor shall comply with the environmental criteria and constraints stated in the following:

240-144088199: The monitoring, control and eradication plan for invasive plant species at Camden Power Station

229/12295: Camden Waste Management Plan

3.3 Quality Assurance Requirements

The *Contractor* shall comply with the quality requirements as stated in QM-58 as updated.

4 Employee requirements

- do not retain, encumber or reserve title to such items.

4.1 Management and Supervisors

4.1.1 Minimum Requirements of People Employed

The Contractor will be required to recruit within the Msukaligwa Local Municipality.

4.1.2 Minimum requirements and daily activities for A site Manager and 2 Supervisors but are not restricted

Site Manager

Qualifications — National Diploma: Horticulture with minimum 3 years or more experience in horticulture and landscaping environment.

Minimum of 3 Supervisors

Must have proof of Supervisory training and 1 year or more experience as a supervisor
Hazardous chemicals substances training and knowledge

Hazards Identification and Risk Assessment training
Knowledge of Safety, Health, Environmental and Quality Management Systems
Construction regulation
Job observation
Report writing skills
Computer literate
Communication skills
Mentoring and coaching skills
Incident investigation skills

Minimum requirements for one SHEQ officer

SHEQ Officer with the following training and experience:

1 year or more experience in horticulture environment
Hazards Identification and Risk Assessment training
Knowledge of Safety, Health, Environmental and Quality Management Systems
Construction regulation
Job observation
Report writing skills
Computer literate
Hazardous chemicals substances training and knowledge
Communication skills
Incident investigation skills

4.1.3 Key personnel

Must be able to communicate in English.

Contractor to ensure that all personnel working under this contract are adequately trained on all types of equipment related to the contract prior to the commencement of the contract.

The Contractor and staff to conduct business in a courteous and professional manner. The Contractor to employ enough employees to be able to execute all tasks in unity as per the schedule set out for each month.

4.1.4 Personal Protective Equipment (PPE)

The Contractor to provide all personnel working under this contract with adequate and appropriate Personal Protective Equipment (PPE) and clothing and to ensure these items are worn at all times. Provide all personnel working under this contract with uniforms, which state the name of the company and that can be clearly identified from other Contractors, Camden Power Station personnel, etc. The Employee reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.

Inspection will be conducted as per the PPE procedure (e.g. hand gloves, dust masks, hearing protection, safety shoes, face shields and goggles etc.)

4.1.5 B-BBEE and Preferred Scheme

The Contract shall:

- Maintain the Required B-BBEE Recognition Level for the duration of the Agreement;
- Provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification Certificate" means a verification certificate and the accompanying documentary

proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency;

4.1.6 Supplier Development and Localisation

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative – South Africa in accordance with the *Contractor's* SD&L Compliance Schedule.

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

4.2 Subcontracting

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

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

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

4.3 Plant and Materials

4.3.1 Specifications

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

4.3.2 Correction of Defects

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

4.3.3 Contractor's Procurement of Plant and Materials

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

5 Working on the Affected Property

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

5.1.1 Security and Access

The Employer will provide perimeter security and access control for Camden Power Station. Strict access control shall be implemented 24 hours a day at all entrances to Camden Power Station. All persons and vehicles entering or exiting Camden Power Station may be subjected to searches and the Employer reserves the right to refuse entrance to Camden Power Station 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 Camden Power Station security and access control. These policies and procedures shall be strictly adhered to by the Contractor.

Any breach of security must be reported to the Employer immediately.

5.1.2 Access Control for Persons

The Contractor's Personnel and any visitors on Camden Power Station 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 Camden Power Station site and only persons with legitimate business on Camden Power Station 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 Camden Power Station 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 Camden Power Station Site and other places, if any, as may be specified under the Contract as forming part of the Site

The Employer may remove from Camden Power Station 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 execution of the work or to the progress thereof, or who poses a risk to security or to the health and safety of persons at Camden Power Station (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 Camden Power Station 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 Camden 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 the Camden Power Station Site

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

5.1.5 Access Control for Vehicles

Only a limited number of Contractor and Subcontractor non-construction vehicles will be allowed onto Camden Power Station Site.

Vehicle access will be issued at the discretion of the Employer on receipt of an application signed by the Contractor. Applications for vehicle access shall be made in a form prescribed by the Employer.

5.1.6 Visitors

Before entering Camden Power Station 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 Camden Power Station 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 Camden Power Station Site.

5.1.7 Fire-arms

Fire-arms will not be permitted on Camden 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 the South African Police Services (SAPS) in the pursuance of official duties.

5.1.8 Contractor Site Fences

The modification or removal of Camden Power Station 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 Camden Power Station Site, if any, which are specified under the Contract as forming part of the Site.

For areas outside Camden Power Station 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.

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 Camden Power Station 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 Camden Power Station 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 Camden Power Station Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) without the prior specific or general approval of the Employer. The positioning and content of signage, whether required by applicable Law and/or otherwise required to be displayed by the Contractor under the Contract, shall be subject to applicable policies and procedures issued by the Employer from time to time.

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

5.1.13 Works Area Limits

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

5.1.14 Project Site Traffic

The Contractor shall comply with the Employer's directions for the movement of traffic, vehicular or pedestrian, at Camden Power Station Site. The Contractor shall interfere as little as possible with Camden Power Station 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 Camden Power Station 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 Camden Power Station Site as may be specified under the Contract as forming part of the Site.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Hours of Work

Working hours on Camden Power Station site is from 7:15 till 16:30, Monday to Thursday with an hour lunch break and Friday 07:15 till 12:30 with no lunch break. The Contractor might be required to work on weekends as and when requested by the Employer.

5.2.2 Competence Testing of Contractor's Personnel

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

5.2.3 Transportation of Contractor's Personnel

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

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.

The Contractor to ensure that no employee will be transported in the back of open vehicles. No person may be transported in the back of vehicles closed by means of canopies, unless provided with proper seating and safety belts.

5.2.4 Canteen

A canteen is provided on site by the Employer. The canteen is available for meals during the established break period at the cost of the Contractor.

No other food or beverage services will be allowed on Camden Power Station site.

5.2.5 Camden Power Station Site Induction Programme

The Employer will provide a generic Camden Power Station Site induction program for personnel and visitors to Camden Power Station Site. This program will include, as appropriate, information regarding identification and access, work rules, environmental protection, industrial relations, health & safety, Project information, and miscellaneous Camden Power Station Site-specific requirements. All persons entering Camden Power Station Site will be required to attend induction training and to attend repeat induction training as appropriate. The induction training is expected to take up one full day. Contractor's Personnel must be in possession of a valid identification card in order to undergo induction training.

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

5.2.6 Substance Abuse Testing

There shall be zero tolerance for substance abuse at Camden Power Station Site (and at other places, if any, as may be specified under the Contract as forming part of the Site).

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 Camden Power Station 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 Camden Power Station 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 Camden Power Station Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) and/or require the Contractor to test any Contractor's Personnel suspected of being under the influence of any substance or suspected of being in possession of alcohol or drugs.

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

5.2.6.1 Pre-Assignment Testing

Contractor's Personnel at the Project Site must pass a pre-assignment drug screening / alcohol test. This pre-assignment test must be undertaken within ten days prior to reporting for work to Camden Power Station. Contractor's Personnel will only be permitted initial access to Camden Power Station 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 Camden Power Station Site on a short-term basis (being not longer than 14 days unless otherwise approved by the Employer) are not subject to this pre-assignment drug testing requirement.

5.2.6.2 Continuing Random Drug Testing

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

Testing shall, as a minimum:

- 5.2.6.2.1 Comprise onsite enzyme immunoassay screening and/or colorimetric alcohol saliva screening; and
- 5.2.6.2.2 Include for cocaine, opiates, amphetamines, and marijuana.

The Contractor shall be required to confirm all positive tests by gas chromatography / mass spectrometry laboratory analysis (or by other means acceptable to the Employer).

The Contractor shall provide regular updates of these random tests to the Employer. All positive tests shall be reported to the Employer immediately and in writing. Evidence that Contractor's Personnel has passed a substance test shall be provided to Employer within three days of completion of the test.

5.2.7 Accommodation Policy

No accommodation will be provided by the Employer. The Contractor will be required to recruit within the Msukaligwa Municipality area.

5.2.8 Industrial Action Policy

The Contractor shall comply with the Partnership Agreement (PA) conditions as applicable.

5.3 Health and Safety Facilities on the Affected Property

5.3.1 Medical Facilities

The Employer will provide a trauma and rescue medical facility at Camden Power Station Site to provide initial medical treatment to Camden Power Station Site personnel. The facility will be staffed with professional medical personnel.

5.4 Environmental Controls, Fauna and Flora

The Contractor shall comply with the environmental criteria and constraints stated in, The monitoring, control and eradication plan for invasive plant species at Camden Power Station 240-144088199.

5.5 Cooperating with and Obtaining Acceptance of Others

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other 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 Contractors free from dropping, dripping and spattering of materials used in the Works.

5.6 Records of Contractor's Equipment

The Contractor is responsible for replacement and replenishment of equipment and vehicle. Asset registers of such equipment shall be maintained by the Contractor and shall be audited by the Employer from time to time.

5.7 Areas for Contractor's Yards and Offices

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

Any such temporary offices, stores and other similar structures shall be erected to the satisfaction of the Employer. The Contractor shall not be permitted to occupy any other areas on Camden Power Station Site.

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

5.8 Communication Services

The Contractor shall be responsible for his own internet connectivity. The Employer will provide DECT mobile telephone lines for internal calls. The Employer will provide 2 Way radio's for employees working in areas with no signal.

The Contractor's application for telephone services shall be made in the form required by the Employer. There is cellular network coverage in Camden Power Station area. The Contractor shall make his own arrangement for cellular connectivity and shall pay all service charges for his use of the cellular communication network.

5.9 Fire Fighting and Fire Protection

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

Without limitation, the Contractor shall provide adequate fire protection equipment in each warehouse, office, and other temporary structures, and in each work area being occupied to the satisfaction of the Employer. Access to sources of fire water shall be identified and kept open at all times. Suitable fire

extinguishers shall be provided in enclosed areas, in areas which are not accessible to fire water, or in areas which may be exposed to fire that cannot be safely extinguished with water. Each fire extinguisher shall be of a type suitable for extinguishing fires that might occur in the area in which it is located. In areas where more than one type of fire might occur, the type of fire extinguisher required in each case shall be provided. Each extinguisher shall be securely placed and maintained in a convenient, clearly identified location for accessibility in the event of fire. The Contractor shall check and service fire extinguishers as required by the applicable Law and standards.

Combustible debris and waste materials shall be collected and removed from Camden Power Station Site each day. Fuels, solvents, and other volatile or flammable materials shall be stored away from the construction and storage areas in correctly marked, safe containers.

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

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

5.10 Water

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

Potable water use shall be limited to servicing Camden Power Station Works related activities requiring potable quality water. The Contractor shall provide, install, maintain, and remove when no longer required all pipes, fixtures, equipment, and metering (if necessary) from the Employer supplied source to the point of Contractor's use. Pipes shall be placed at least 900 mm underground or as otherwise approved by the Employer and on routes approved by the Employer. Installation shall meet all applicable codes and standards and be to the satisfaction of the Employer at all times.

5.11 Electricity

The Employer will supply electrical power contractor sites established on Camden Power Station site.

The Contractor shall use electricity efficiently in the course of the execution of his Works on Camden Power Station 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 power supply during performance of the Work.

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.

5.12 Sanitation and Sewage

The Contractor to supply his own toilet facilities in the site allocated to him and also in remote work areas for his staff. This will be in 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.