



NEC3 Term Service Short Contract

Short Contract (TSSC3)

A contract between **ESKOM HOLDINGS SOC LIMITED**
(Reg No. 2002/015527/06)

and

for **Domestic cleaning Service at Tutuka Power Station,
GCD offices ,Ash Disposal and Real Estate Tutuka
Power Station for a period of 60 months.**

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)	Page No.
Part C1	Agreements & Contract Data	
	C1.1 Form of Offer and Acceptance	[2]
	C1.2 Contract Data provided by the <i>Employer</i>	[5]
	C1.2 Contract Data provided by the <i>Contractor</i>	[13]
Part C2	Pricing Data	
	C2.1 Pricing assumptions	[14]
	C2.2 Price List	[15]
Part C3	Scope of Work	
	C3.1 Service Information	[16]
	Pro Forma Task Order	

Documentation prepared by:

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of: **Domestic cleaning Service at Tutuka Power Station, GCD offices, Ash Disposal and Real Estate Tutuka Power Station for a period of 60 months.**

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices not exceeding and exclusive of VAT is	
Value Added Tax @ 14% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

N/A

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Employer*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
14.5	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is: Name Address Tel No. Fax No. E-mail address The authority of the <i>Employer's Agent</i> is	Eskom Holdings SOC Limited Tutuka Power Station Private Bag x 2016 STANDERTON 2430
11.2(5)	The <i>service</i> is	Domestic cleaning Service at Tutuka Power Station, GCD offices ,Ash Disposal and Real Estate Tutuka Power Station for a period of 60 months.
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	01 April 2022
30.1	The <i>service period</i> is.	60 months
13.2	The <i>period for reply</i> is	5 working days
50.1	The <i>assessment day</i> is the	15th of every month

51.2	The interest rate on late payment is	% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The <i>Employer</i> provides this insurance	as stated for "Format TSSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	the amount of the deductibles relevant to the event described in the "Format TSSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	Either state the name of the person selected & complete the contact details below, or include the following statement as an alternative: the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
93.4	The <i>tribunal</i> is:	arbitration.

The *arbitration procedure* is

the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is

[•] South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Term Service Short Contract (September 2008)¹ and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z3 Ethics

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

¹ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z3.3 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.2:

Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in

this contract and generally for the proper maintenance of health & safety in and about the execution of *service*; and

- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to clause 50

Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the correctly assessed amount due for payment.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z9 Employer's limitation of liability; Add to clause 80.2

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

Z10.1 or had a judicial management order granted against it.

Z11 Addition to Clause 50.4

Z11.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Service.

Z11.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *service*.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" policy which may be in place for the *Employer's* portion of the property affected by the *service* or against the *Employer's* "assets" policy which may be in place for the *Employer's* portion of the property affected by the *service*, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the property affected by the *service* and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 82 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from the *Contractor's* own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.
4. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor to cover his risks as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "the *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
5. Part 2 of the contract will include a requirement for the tendering contractor to identify the cost of insurance which he has allowed for in his Prices, given the foregoing guidance, either as a separate priced item or
6. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

http://www.eskom.co.za/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng on 011 800 4031 or [Leighton.Itholeng@eskom.co.za]

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (September 2008) and the relevant parts of its Guidance Notes (TSSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	Rate Contract excluding VAT

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only, the Unit, Expected quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item

TUTUKA POWER STATION

Item nr	Description	Number of.	Unit per month	Rate for the month/each.	Total price for 60 months.
1.	Supervisor/s (Normal Time) (Three Supervisors).	2	Month price.	R	R
2.	Safety Officer x1 (Normal Time)	1	Month price.	R	R
3.	Cleaner (Normal Time)	54 Employees.	Month price.	R	R
4.	Cleaner (Overtime Saturday) (7 Employees).	7 employees	4 Saturdays per month.	R	R
5.	Cleaner (Sundays). (7 employees).	7 employees	4 Sundays per month.	R	R

6.	Cleaner (Public Holidays). (7 employees).	7 employees	350 Hours	R	R
7.	Transport for the 54 employees.	54 employees	Month price.	R	R
8.	PPE. (Once per year).	54	Annually.	R	R
9.	Toilet papers (One ply white 48 per pack).	150*48s	Month price.	R	R
10.	Paper towel roll white 2ply Medical 100 sheet. (Medical centre & Admin)	50	Month price.	R	R
11.	Paper towel disposable 270mm x 1500 lg.	150	Month price.	R	R
12.	Cleaning equipment not limited to vacuum cleaners, Floor polishers etc.		Once off.	R	R
13.	Toilet hand soap 25ltrs.	5*25ltrs.	Month price.		
14.	Car wash and wax.25ltrs.	1*25ltrs.	Month price.		
15.	Pine gel 25ltrs.	4*25ltrs.	Month price.		
16.	Bleach 25ltrs.	5*25ltrs.	Month price.		
17.	Refuse bags 20per pack.	100*20s.	Month price.		
18.	Floor stripper.	10*25ltrs.	Month price.		
19.	Handy Andy 25ltrs.	5*25ltrs.	Month price.		
20.	All purpose cleaner.	5*25 ltrs.	Month price.	R	R
21.	Cleaning detergent for dishes. (Dish wash liquid soap)	10*25ltrs	Month price.	R	R
22.	Hand soap.	10*25 ltrs.	Month price.	R	R
23.	Oven Cleaner for the Catering Dept.	2*5 ltrs.	Month price.	R	R
24.	Floor Polish.	6*25 ltrs.	Month price.	R	R
25.	Deo blocks.	10*5 kg.	Month price.	R	R
26.	Toilet sprays.	80 x 225ml	Month price.	R	R
27.	Floor stripper.	10*25ltrs.	Month price.	R	R
28.	Steel wool for Catering Dept.	1x bundle.	Month price.	R	R
29.	Pot scourers for Catering Dept.	1x bundle.	Month price.	R	R

The total of the Prices

R

Please indicate rates for the Cleaner overtime.

Saturday.	R
Sunday	R
Public holiday.	R

Real Estate.

Item no	Description	Unit	Expected Quantity	Rate	Price
1.	Cleaning of Eskom vacant flat	EA			
2.	Cleaning of Eskom vacant house Standerton	EA			
3.	Cleaning of Eskom vacant house Thuthukani	EA			
4.	Cleaning of vacant Parkhome	EA			
5.	Cleaning of vacant cluster room	EA			
6.	Skilled worker 29 Maroela	Monthly			
7.	Cleaner 31 Maroela	Monthly			
8.	Cleaner Eskom HUB	Monthly			
9.	Reading water and electricity Thuthukani (± 400 meters)	Monthly			
10.	Cleaning Eskom Hall	EA			
11.	Cleaning Eskom Lapa	EA			
12.	Cleaning of Eskom Club	EA			
13.	Skilled worker cleaning of Eskom flats (bins and stoops)	Monthly			
14.	Washing of Eskom car	EA			

The total of the Prices

1 Service Information

1. ANNEXURE A.

Area	DESCRIPTION	FREQUENCY
A1.	<p><u>Floors - vinyl or similar</u> Sweep and damp mop Buff and polish with machine to maintain high shine, non-slip finish Strip traffic areas and re-coat Clean all floors in order to maintain a high gloss – daily. Wash floors with an appropriate disinfectant – daily Sweep and remove all dirty marks – daily</p>	Daily As necessary As and when requested Daily Daily Daily
A2.	<p><u>Floors - ceramic, granolithic or similar:</u> Sweep and damp mop Machine scrub Seal and polish</p>	Daily Weekly As necessary
A3	<p><u>Carpeting:</u> Vacuum clean with portable machines (supplied by Contractor) Vacuum clean but using vacuum & brush machines Shampoo cleaning followed by steam cleaning of all areas, or steam cleaning only (machine supplied by Contractor) Ditto for corridors, entrance foyers, heavy traffic areas Spot clean marks, all areas</p>	Daily Weekly 6 Monthly 4 Monthly Weekly
A4.	<p><u>Waste Disposal:</u> Empty and wash ashtrays A4.1 Empty and clean wastepaper baskets Remove all waste from dust bins</p> <p><u>Dusting:</u> Dust all low level horizontal surfaces Dust all high level horizontal surfaces Damp mop horizontal surfaces Dust all vertical surfaces, walls, cabinets Vacuum cleaning vertical carpet surfaces Dust and damp-wipe venetian blinds Dust all telephone instruments Sanitise all telephone instruments Emptying of dust bins on the stairs in the station.</p> <p><u>Walls and Paintwork:</u> Dust Remove all finger-marks and marks Dust wood panelling Damp wipe wood panelling Wash tiled surfaces</p>	Daily Daily Daily Daily Daily Monthly Weekly Weekly Monthly Daily Monthly Daily. Daily Weekly Daily Weekly Daily
A5.	<p><u>Glass Doors, Partitions, Windows and Metal work:</u></p>	

	<p>Spot clean glass doors Spot clean partitions glass Spot clean glass inside lifts Clean main doors and partitions at entrances Clean exterior faces of external windows Clean interior faces of external windows Clean both faces of partitions and glass and doors Clean all frames, mullions and fittings traffic areas Notwithstanding the above, the frequency of cleaning in special areas. eg: Executive suites, can be increased as required. Windows must be washed once a month and when necessary.</p>	<p>Daily Daily Daily Daily 2x yearly 2x yearly As required Weekly Monthly and as required Monthly</p>
A6.	<p><u>Entrance, fovers and Fire escapes:</u> Clean western main entrance and public areas (surrounding entrance, picking up of domestic waste Sweep entrance and brush vacuum carpets Clean doormats and wells Sweep and dust fire escapes Foam, clean, steam clean carpets Sweep and damp mop fire escapes <u>Stairs and Landings.</u> Maintain treads, risers and landings according to finish Dust hand rails, balustrades <u>Dusting:</u> Dust all low level horizontal surfaces Dust all high level horizontal surfaces Damp mop horizontal surfaces Dust all vertical surfaces, walls, cabinets Vacuum cleaning vertical carpet surfaces Dust and damp-wipe venetian blinds Dust all telephone instruments Sanitise all telephone instruments Emptying of dust bins on the stairs in the station.</p>	<p>Daily Daily Daily Daily 4 Monthly Weekly weekly Daily Daily Daily Daily Monthly Weekly Weekly Weekly Monthly Daily Monthly Daily.</p>
A7.	<p><u>Lifts:</u> Clean interior of lifts including indicator boards Clean door tracks Maintain lift floors according to type Clean and remove writings inside the lifts using appropriate chemicals Requests lift maintenance (EMD) to give access to the lift pit so that they can be cleaned. Clean the lift machine rooms.</p>	<p>Daily Weekly Daily Daily Weekly Weekly</p>
A8.	<p><u>Toilets, wash rooms and change rooms:</u> Empty and clean waste receptacles Toilet Pans, Covers, Urinals, Basins, Towel Rails and Taps are to be cleaned with approved disinfectant – twice a day An approved agent should be put in toilet pans to prevent deposits forming – weekly Clean and sanitise all urinals Approved agents should be put in basins and urinals to prevent clogging – weekly Spot clean walls, doors and partitions Clean and polish bright metal fittings Maintain floors according to type (scrub etc) Floors of shower cubicles to be washed with fungicide solution Exposed pipework to be dusted</p>	<p>Twice Daily Twice Daily Weekly Twice Daily Weekly Daily Daily Weekly Daily Weekly Daily</p>

	<p>Exposed pipework to be damp wiped</p> <p>Adequate supply, maintain and refill anti-bacterial hand wash soap in all liquid soap dispensers</p> <p>Adequate supply and refill all toilet paper dispensers and paper hand towels</p> <p>Bathroom floors to be washed - daily</p> <p>Counters tops to be washed - daily</p> <p>All mirrors should be cleaned and polished – daily</p> <p>Glazed and enamel surfaces should be washed with a approved liquid agent, no abrasives or scouring materials may be used</p> <p>Toilet papers to be replaced regularly during the day.</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p>
A9.	<p><u>Miscellaneous:</u></p> <p>Acoustic screens vacuumed</p> <p>Damp wipe vinyl or similarly covered furniture</p> <p>Vacuum furniture upholstered in cloth</p> <p>Damp wipe and shine desk tops and wooden furniture</p> <p>Damp wipe and shine desks tops and wooden furniture in Executive offices</p> <p>Replace sand in smokers trays</p> <p>Dust exposed light fittings in situ</p> <p>Damp wipe exposed light fittings in situ</p> <p>Clean direction boards</p> <p>Dust air conditioning diffusers</p> <p>Damp wipe air conditioning diffusers</p> <p>Dust and wipe overhead pipe work (etc)</p> <p>MMD workshop machines : clean coolant sumps</p> <p>Treat upholstered parts of furniture / sofas with an approved agent – monthly.</p> <p>Passages and footways should be swept with appropriate brooms and dirty spots removed – daily.</p> <p>Pick up all rubbish on paving – daily.</p> <p>Sweep paving with a hard broom – daily.</p> <p>Walkways should be washed and scrubbed with soap and water – weekly.</p> <p>DHP workshop unit 5</p> <p>Park homes unit 6, GCD and next to Medical station</p>	<p>Monthly</p> <p>Weekly</p> <p>Weekly</p> <p>Monthly</p> <p>Weekly</p> <p>As necessary</p> <p>Monthly</p> <p>As necessary</p> <p>Daily</p> <p>Daily</p> <p>Monthly</p> <p>Quarterly</p> <p>Twice / month</p> <p>Monthly</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Weekly</p> <p>Daily</p>
A10.	<p><u>KITCHEN AREA- MAIN CANTEEN:</u></p> <p>Empty and clean all waste receptacles</p> <p>Clean working areas</p> <p>Clean basins</p> <p>Spot clean all low surfaces, including cabinets (inside and outside) and wall tiles</p> <p>Wash all dishes.</p> <p>Ovens clean convection ovens and industrial stove and electric kettles</p> <p>Deep cleaning to be done once a month.</p> <p>The fat trap to be cleaned twice a week.</p> <p>The 2 Canopies (Extraction systems) to be cleaned once a month.</p> <p>The Catering Cleaners to be provided with White uniforms.</p> <p>The soap used to wash dishes at the canteen must be food graded soap.</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Once a month</p> <p>Twice a week</p> <p>Monthly</p>
A11.	<p><u>OFFICES AND BOARDROOMS</u></p> <p><u>DUSTING</u></p> <p>The under-mentioned should be dusted every day with a soft cloth or a duster, and should be cleaned daily:</p> <p>Contents of each room including board rooms</p> <p>All surfaces and partitions All artwork and frames</p> <p>Wooden panels and partitions</p>	<p>Daily</p> <p>Daily</p> <p>Daily</p> <p>Daily</p>

	<p><u>FURNITURE</u> Polish wooden furniture everywhere. Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way – daily Vacuum those parts of furniture covered with fabric – weekly. Wipe telephones with a damp cloth using a suitable diluted disinfectant – daily.</p> <p><u>INSIDE WALLS</u> Remove all spots such as fingerprints on walls, paintwork, and electric switches – daily.</p> <p><u>BLINDS</u> Dust blinds – weekly. Clean blinds – monthly</p> <p><u>DOORS</u> Remove all dirty spots on the doors – daily. Polish door knobs weekly. Wash all glass doors (inside and outside) with a degreasing agent and equipment that will not scratch the surface, as required – weekly</p> <p><u>KITCHENS</u> Kitchen floors to be washed - daily Counters tops to be washed - daily Cupboards to be cleaned and washed inside weekly Kitchen utensils/dishes/cups to be washed daily</p> <p><u>WORKSHOPS</u> Dusting of walls.</p>	<p>Daily Daily Daily Daily Daily</p> <p>Daily</p> <p>Weekly Monthly</p> <p>Daily Weekly Weekly</p> <p>Daily Daily Weekly Daily</p> <p>Weekly</p>
A.12	<p><u>RUBBISH REMOVAL</u> Empty all waste bins in office, kitchen, bathrooms and general areas – daily. All rubbish bins should be washed with an approved disinfectant. Sufficient rubbish bags need to be provided daily to outline the bins in the kitchens, bathrooms or where necessary. All rubbish bags will be removed from the containers with the rubbish intact and the containers will be outlined with new bags daily. The contents of waste bins and other office rubbish should be removed neatly in bags Leaves, paper and other debris falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the <i>Contractor</i>.</p>	<p>Daily</p>
A.13	<p><u>ABSENTEEISM</u> Should a staff member not be present at work a replacement is required by 08H00 of that day or earlier at the cost of the <i>Contractor</i>.</p>	

Area	Number of employees	Frequency
Main Administration Building	4	Daily
Engineering and Specialist Building	2	Daily
Site Canteen	5	Twice Daily
Medical Centre and Parkhome next to it	1	Daily
GCD Parkhome	2	Daily
Civil workshop and Makhomba kitchen	1	Daily
Rotek, Oil Burners and toilet workshop	1	Daily
OPS Training and Station Cleaning	1	Twice Daily
West Gate Security and parkhome next to it	1	Twice Daily
East Gate Security and Outside Conference Centre	1	Twice Daily
Buying	1	Daily
Maintenance workshop next to stores	1	Daily
Stores and workshop	2	Daily
Fleet offices	1	Daily
Bus washing and workshop	1	Daily
Projects Building	1	Daily
Unit 4 office and unit1 -6 dust bins	1	Twice daily
Maintenance Training and Training workshop	1	Daily
EMD Workshop1 and offices	1	Daily
EMD Workshop 2 and offices	1	Daily
EMD training workshop	1	Daily
EMD Workshop, Parkhome next to it and SSC	1	Daily
Valve Section workshops unit 6 and boardroom	1	Daily
C&I Workshop	1	Daily

Chemical Services and Auxilliary	2	Twice Daily
DHP Workshop	1	Daily
OPCR and Kaefer	1	Twice Daily
Control Rooms Unit 1 & 2 and passages	1	Twice Daily
Control Rooms Unit 3, 4, 5&6 and workshop	1	Twice Daily
S.O.R and C&I Workshop	1	Twice Daily
C&I 2 C&I 3 and workshop	1	Daily
Rotek workshop, passage and unit 5 Workshop	1	Daily
Boiler side Toilets unit 1 -6	1	Twice Daily
Equipment rooms, LV Rooms, Precip and MV Rooms Units 1 – 6.	2	Daily
Ash Disposal Plant.	2	Daily
Supervisors	2	
Safety officer	1	
Total Cleaners	56	

The Scope (Real Estate).

Description of the services

1.1 Cleaning of Eskom empty houses/flats – (On an as and when required basis).

Washing of plastered walls inside and outside using water and approved detergent care to be taken not to use cleaning detergent that will affect the quality of paint, (Green soap/ Handy Andy)

Carpets- carpets must be steam cleaned. Carpet should be clean with a steam clean machine to avoid damage and bad odor (Carpet shampoo) Any damage due to excessive soaks will be the responsibility of you. (Attach photo of carpet machine KARTCHER VACUUM CLEANER WET/DRY)

Wooden floors – remove all marks, wash with damp cloth, and polish (Woodblocks). The use of polish to be approved by the *Project Manager* prior to execution and care to be taken not to damage the wood when scrubbing. (attach copy of Polisher - TUNER AND MORRIS)

Windows – Wash inside and outside (Windolene). All window pains should be cleanse of all excess paint/putty ect. (Paint remover).

All window frames should be cleaned.

Cupboards – wash with damp cloth all shelves and doors inside and outside (green soap and Handy Andy).

Cleaning of lampshades

Pelmets and rails must be removed, cleaned, and put back.

Marley floor tiles- remove all marks and strip old polish and polish and care to be taken not to affect the colour and quality of floor tiles (Wash and Wax high shine)

Cleaning of stove, care to be taken not to leave any scratches or marks on the stove (oven cleaner).

If stove is in a bad condition, it must be reported immediately.

Gullies and grids must be cleaned and disinfected (drain cleaner) If no grids it must be reported immediately.

Veranda's – floors must be stripped and cleaned (AMC Stripper and green soap).

All rubble inside house garage and outbuildings and yard must be removed from the premises and taken to a registered dumping site.

Garage and garage door – Wash door and clean floors with degreaser.

Cleaning of baths, washbasin, Zink, toilet and all wall tiles. The use of chemicals to be approved by the *Project Manager* prior to execution and care to be taken not to damage the colour and quality of the finish coat.

Ceiling and ceiling door trap – remove all marks and dust from ceiling (green soap / Handy Andy)

NB! No electricity available at houses – use own generator.

Please take note: A minimum of 4 people plus a supervisor must represent cleaning staff per unit.

Supervisor to collect task order (inspection list) and keys at 7h00 and sign of task order and hand back keys before or on 15h30 pm. The Supervisor must contact the office before completion to enable on site inspection before hand over.

A minimum of 3 houses (if required should be serviced within 8 hours).

A minimum of two relief employees to be available at all times (medicals and induction pre-arranged)

Supervisor to be on site at all times and reachable by telephone.

1. 2 Eskom Hall (Major cleaning)

Walls – wash walls with damp cloth and sugar soap

Floors – Strip as and when required and polish floors

Cleaning of urinals washbasin, zink, toilet and all wall tiles. The use of polish to be approved by the *Project Manager* prior to execution and care to be taken not to damage the floor tiles when scrubbing. Are to be taken not to affect the colour and quality of the finish coat.

Windows – wash all windows (Windolene)

Window pains should be cleaned outside.

Veranda's – floors must be stripped and cleaned.

Kitchen – cupboard, stoves and fridges should be cleaned (Oven cleaner/Handy Andy)

Bar – clean fridges, roll up door, cupboards inside and outside, floor tiles, and walls (Sugar Soap)

All rubble inside and outside must be removed from premises to registered dumping site.

Braai area and outside toilet – should be cleaned and rooster should be brushed.

All chairs and tables should be taken out of the storeroom, cleaned with a dump cloth, and put back again.

All tables and chairs must be cleaned with a dump cloth.

1.3 Eskom Club (Major cleaning)

Walls – wash walls with damp cloth and sugar soap

Floors – Strip as and when required and polish floors

Cleaning of urinals washbasin, zink, toilet and all wall tiles. The use of polish to be approved by the *Project Manager* prior to execution and care to be taken not to damage the floor tiles when scrubbing. Are to be taken not to affect the colour and quality of the finish coat.

Windows – wash all windows (Windolene)

Windowsills must be cleaned outside.

Veranda's – floors must be stripped and cleaned.

Kitchen – cupboard, stoves and fridges should be cleaned (Oven cleaner/Handy Andy)

Bar – clean fridges, roll up door, cupboards inside and outside, floor tiles, and walls (Sugar Soap)

All rubble inside and outside must be removed from premises to registered dumping site.

Braai area and outside toilet – should be cleaned and rooster should be brushed.

All tables and chairs must be cleaned with a damp cloth.

2. Supply General worker to clean Eskom flats

- Working Hours 07h00 till 16h15 Monday to Thursday and 07h00 to 12h00 on Fridays
 - All employees should be issued with at least two sets of overalls and safety boots with employees name embroiled. Nametags must be worn when on site.
 - Cleaning of corridors and stair staircase (six blocks) must be washed once a week.
 - Removal of Rubble from Storeroom once a week.
 - Dustbins – Empty and wash dustbins on a Monday, Wednesday and Friday (**supply own refuse bags/big bags**)
 - All rubble inside and outside Eskom flats should be cleaned and all rubble must be removed the same day.
 - Clean Lapa and braai area including rooster.
 - Wash Eskom vehicles (wash and vacuum) on an as and when required basis. Eskom will provide cleaning materials.
 - Worker to be assigned a duty list as per Eskom Project Managers Requirements.
 - Worker to be issued proper PPE as per Eskom Project Managers Requirements.
 - Worker NOT to make use of any Eskom tools or equipment.
 - Replacement personnel to be supplied when dedicated staff is not available to be on site due to health, leave or any other unforeseen circumstances. The replacement staff must be fully inducted at Tutuka Power Station (medicals and induction pre-arranged) and must have all required PPE and nametags.
 - Eskom inside palisade should be cleaned and washed every morning at 07h00
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3.1 Supply General Worker at 29 Maroela/ 77 Tamariks - normal cleaner (Office). Duties to include.

- Working Hours 07h00 till 16h15 Monday to Thursday and 07h00 to 12h00 on Fridays
- All employees should be issued with at least two sets of uniforms (not overalls working in offices) with employees name and company name embroiled. Nametags must be worn when on site.
- Walls – wash walls with damp cloth and sugar soap
- Cleaning of urinals washbasin, zink, toilet and all wall tiles.
- Windows – wash all windows (Windolene)
- Windowpanes should be cleaned outside.
- Kitchen – cupboard, stoves and fridges should be cleaned (Oven cleaner/Handy Andy)
- Bar – clean fridges, roll up door, cupboards inside and outside, floor tiles, and walls (Sugar Soap)
- All rubble inside and outside must be removed from premises to registered dumping site.
- All tables and chairs must be cleaned with a damp cloth.
- Making Coffee/Tee for personnel and washing dishes
 - Worker to be assigned a duties list as per Eskom Project Managers Requirements.
 - Worker to be issued proper PPE as per Eskom Project Managers Requirements.
 - Worker NOT to make use of any Eskom tools or equipment.(Vacuum cleaner should be provided by contractor)
 - Replacement personnel to be supplied when dedicated staff is not available to be on site due to health, leave or any other unforeseen circumstances. The replacement staff must be fully inducted at Tutuka Power Station (medicals and induction pre-arranged) and must have all required PPE and nametags.
 - Any other cleaning work of shredding beside normal duties

3.2 Supply General Worker at 31 Maroela / 2 Syringa/4 Syringa - normal Cleaner (office). Duties to include.

- Working Hours 07h00 till 16h15 Monday to Thursday and 07h00 to 12h00 on Fridays
 - All employees should be issued with at least two sets of uniforms (not overalls working in offices) with employees name and company name embroiled. Nametags must be worn when on site.
 - Walls – wash walls with damp cloth and sugar soap
 - Cleaning of urinals washbasin, zink, toilet and all wall tiles.
 - Windows – wash all windows (Windolene)
 - Windowpanes should be cleaned outside.
 - Kitchen – cupboard, stoves and fridges should be cleaned (Oven cleaner/Handy Andy)
 - Bar – clean fridges, roll up door, cupboards inside and outside, floor tiles, and walls (Sugar Soap)
 - All rubble inside and outside must be removed from premises to registered dumping site.
 - All tables and chairs must be cleaned with a damp cloth.
 - Making Coffee/Tee for personnel and washing dishes
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- Worker to be assigned a duties list as per Eskom Project Managers Requirements.
 - Worker to be issued proper PPE as per Eskom Project Managers Requirements.
 - Worker NOT to make use of any Eskom tools or equipment.(Vacuum cleaner should be provided by contractor)
 - Replacement personnel to be supplied when dedicated staff is not available to be on site due to health, leave or any other unforeseen circumstances. The replacement staff must be fully inducted at Tutuka Power Station (medicals and induction pre-arranged) and must have all required PPE and nametags.
 - Any other cleaning work of shredding beside normal duties
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3.3 Supply General Worker Eskom HUB / 5 Syringa/ Eskom Lapa normal Cleaner (office). Duties to include.

- Working Hours 07h00 till 12h00 Monday to Thursday and 07h00 to 12h00 on Fridays
- From 12h30 until 16h15 Monday to Thursday clean 5 Syringa /Eskom Lapa
- All employees should be issued with at least two sets of uniforms (not overalls working in offices) with employees name and company name embroiled. Nametags must be worn when on site.
- Walls – wash walls with damp cloth and sugar soap
- Cleaning of urinals washbasin, zink, toilet and all wall tiles.
- Windows – wash all windows (Windolene)
- Windowpanes should be cleaned outside.
- Kitchen – cupboard, stoves and fridges should be cleaned (Oven cleaner/Handy Andy)
- Bar – clean fridges, roll up door, cupboards inside and outside, floor tiles, and walls (Sugar Soap)
- All rubble inside and outside must be removed from premises to registered dumping site.
- All tables and chairs must be cleaned with a damp cloth.
- Making Coffee/Tee for personnel and washing dishes
 - Worker to be assigned a duties list as per Eskom Project Managers Requirements.
 - Worker to be issued proper PPE as per Eskom Project Managers Requirements.
 - Worker NOT to make use of any Eskom tools or equipment.(Vacuum cleaner should be provided by contractor)
 - Replacement personnel to be supplied when dedicated staff is not available to be on site due to health, leave or any other unforeseen circumstances. The replacement staff must be fully inducted at Tutuka Power Station (medicals and induction pre-arranged) and must have all required PPE and nametags.
 - Any other cleaning work of shredding beside normal duties

4. Supply Two Skilled Workers and two General Workers to take readings at Thuthukani

- Clean each meter (Water Meter) from grass and dirt.
 - Report all leaking/faulty water meters.
 - Report all damaged Electrical meters including locks and brackets.
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- All readings to be taken within 3 days (Normal Working Hours) Hourly Rates will apply.
 - Worker to be assigned a duties list as per Eskom Project Managers Requirements.
 - Worker to be issued proper PPE as per Eskom Project Managers Requirements.
 - Worker NOT to make use of any Eskom tools or equipment.
 - Replacement personnel to be supplied when dedicated staff is not available to be on site due to health, leave or any other unforeseen circumstances. The replacement staff must be fully inducted at Tutuka Power Station (medicals and induction pre-arranged) and must have all required PPE and nametags.
 - Same team should be used to take these readings and should not be part of the cleaning team
 - Employees to be provided with rain coats safety boots, gumboots and gloves for rainy days.
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TAKE NOTE:

This is on an “as and when required basis”. If employees is taking leave or is sick and will not be at work the Supervisor to inform the Project Manager and a relief should stand in. Contractor must provide times sheets and all employees should sign in at 07h00 at the office and only sign out at 16h15 Monday to Thursday and Friday 07h00 12h00. No employee to leave the site before 16h15

1. Description of the service (Tutuka).

- *The Contractor* to supply, Industrial cleaning chemicals, paper towels, toilet paper, deo block, toilet sprays and refuse bags, cleaning machinery, own transport, Cleaning equipment, **any other equipment/chemical that will be necessary for cleaning purposes** and also the people to do the cleaning on a daily basis.
- **The cleaning chemicals shall be approved by SABS.**
- **The cleaning chemicals for the kitchen shall be according to relevant prescripts.**
- The cleaning must be done as per the provided Cleaning schedule.
- The *Contractor* will provide a clear cleaning checklist for the cleaning of all areas as specified above.
- The *Contractor* will have to provide their own equipment (Machinery) to clean the high windows and all other areas that will be cleaned. **Roof of Admin Entrance should be cleaned monthly.**
- The *Contractor* is responsible to supply all the necessary labour required to do the cleaning of the areas.
- The *Contractor* is **responsible for submission of health and safety file prior to commencing of work**
- The *Contractor* is responsible for maintaining of the *Contractor* health and safety file.
- The *Contractor* is **responsible for the induction of his/her project staff and personnel.**
- The *Employer* will be responsible to co-ordinate area specific induction.
- The *Contractor* is responsible for the accommodation and transportation of personnel, tools and equipment.
- The *Contractor* is responsible to ensure that all Eskom rules and regulations are complied with
- The *Contractor* must develop and submit a **Material Safety Data sheets (MSDS)** for all the chemicals to be used on site and if a new chemical is added/ removed the inventory list must be reviewed and submitted again.
- **Twice daily means the specified area will be cleaned in the morning, and cleaned again after lunch.**
- All chemicals must be stored in relations to the applicable legislations and other statutory applicable requirements. **No chemicals must be stored in Cold drink bottles.**
- The contractor must ensure that all waste streams generated during the duration of the contract is discarded in line with the Tutuka Waste Management Procedure in conjunction to the applicable Legislation or Acts.
- Lack of compliance will be penalized on the basis of surface area and maintenance specification he contract is quoted for as a whole with infrastructure and management expenses spread proportionally to all areas. Any alteration or exclusion of an area from the total areas quoted for may necessitate a review of the quoted price.

Undertaking and responsibilities

- Subject to the terms and condition as set out in this agreement and read in conjunction
- The supplier agrees to provide all management, labour, supervision, transport, equipment, materials tools, PPE specific to the area such as **Arc flash suits and acid resistant overalls** and consumables to carry out the services as specified in compliance with the Employer.
- Environmental policy and the other conditions he may have deemed fit to impose.
- The supplier will comply with the rules, regulations and standards in force at the workplace.
- (Emphasis on Safety, Health and Environmental compliance to regulations)
- The agreement will be enhanced by regular and open communication, joint planning, co-operation and the sharing of responsibilities around the image and specific culture of the business unit.
- Safety file to be approved by Tutuka safety before work can commence.

Recommended equipment and tools to perform all activities, to be provided by contractor

Commercial vacuum cleaners - Dry Vacuums; Wet & Dry Vacuums; and Carpet & Upholstery Cleaners),
Cleaning Equipment (Single Disc Machines; Scrubbers and Dryers; and Sweepers),

Commercial carpet cleaners

Interim Extractors for deep cleaning

Window Cleaning Equipment

Step ladders 6ft and extension

The limits of the responsibility for this scope are as follows:

Supply of necessary tools, machinery and equipment to complete the works

Supply of labour to complete the works

Staff transportation as per prescribed Eskom safety procedures/Safe work procedures

Contractor to supply correct PPE as per prescribed Eskom safety procedures, regulations and

Construction regulations

Safety file to be approved by Tutuka safety before work can commence

Domestic cleaning at Tutuka Power Station, GCD offices and Coal Stockyard for a period of 2 months.

Eskom will inspect the condition of the following cleaning equipment that is needed (before the contract starts):

Vacuum Cleaners

Brooms

Mops

Buckets

Ladder (Long)

Ladder (short)

Industrial carpet washer

High pressure water washers

Industrial strength steam cleaner (similar or equal to the Gemini)

General

All work undertaken must be done in accordance with workflow service and other things provided by the *Employer*.

- The *Contractor* will familiarize himself with the plant and the dangers/hazards of obstacles in the vicinity of lifting beams/equipment and all power driven machinery that require load testing, as Eskom will not be liable for any occurrence that can lead to a compensation event.
- Work Permit Risk Assessment Form must be completed before each task.
- The *Contractor* must provide proof of experience and qualifications, medical certifications of all personnel.
- The *Service Manager* will verify that the work performed as per Assessment is in fact a true reflection of work performed. Support documentation will be required from the *Contractor*.
- All PPE to be provided by *Contractor* and must be SABS approved.
- Good housekeeping at all times. The *Contractor* must clean and remove all debris after completing a task.
- When entering the site after hours and if the person is without an Eskom identification card the entrance register must be filled in at the Main entrances gates.

- All *services* must be done according to the Eskom standards and procedures.
- All work to be done must be done under a permit to work that will be provided by Eskom.
- The Eskom Lifesaving rules to be adhered to
- All activities on plant must be preceded by a plant risk assessment – Risk assessment as per Eskom standard, to be current at all times (Live Document)
- Daily time sheet must be kept up to date, reflecting all work performed on daily basis. Eskom *Contractors* Time sheet to be used
- Good housekeeping to be maintained at all times.
- Safety (Zero harm policy)

All work to be done under the Construction Regulations

2 Management strategy and start up.

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

- To be discussed before the task can be carried out between the *Contractor* and *Employer*.
- Programme to be supplied on request on a signed hard copy as well as a soft copy, see Scope of Work.
- *Contractor and service manager* will do a final inspection on the completion of the scope of work before signing of any documents.
- No work shall commence until the scope of work has been finalised and accepted by both the *Service Manager* and *Contractor*

2.2 Management meetings

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 register and compensation events	TBC	TBA	TBC
Overall contract progress and feedback	Monthly	TBA	<i>Employer and Contractor</i>

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.

- Attendance of meetings as required by *Service Manager* such as:
 - Tutuka Power Station *Contractors* Safety Meeting (monthly)
 - Section daily meetings
 - Assessment meeting
 - Any meeting requested by the *Employer* or *Contractor*
 - Meeting Minutes must be kept
 - Attendance register to be signed by all and kept in *Employer* File
 - All assessment meetings compulsory

2.3 Contractor's management, supervision and key people

- 2 X Supervisors
- 1 X Safety Officer
- 53 X Cleaners – 5 (five) of the Cleaners should have Matric/Grade 12 as they will be required to attend HV Module1 Training in order to have access to the LV and equipment rooms for cleaning.

Staff uniform

- 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 Supplier and that can be clearly identified from other Service Providers and Tutuka Power Station personnel

Transport of staff

- Ensure that all work performed and all vehicles, plant and equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act of 85 of 1993 and any Regulations promulgated in terms of this Act and the standard instructions of the Tutuka Power Station.
- The Supplier 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.

Accommodation

- All accommodation costs will be for the supplier's account.
- The employer does not provide any accommodation or feeding facilities for the contractor the contractor's employees and / or their families

Training

- ESKOM will provide SHEQ training at the Suppliers own cost.

Industrial relations

- The Supplier must ensure that he complies with the minimum wage requirement as prescribed by law and all other Labour Relations Acts.

Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE and Workmen's Compensation etc.

INFRASTRUCTURE

ESKOM will supply:

- a storage facility for equipment and materials;
- Electricity;
- Water points;

4. Constraints on how the Contractor Provides the Works

Quality Plan

- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- Eskom will do inspections and quality checks on services provided by the contractor.

Interaction with Customers / Parties affected

- The Contractor will be responsible for external disputes which may occur with regard to the works.

Payment

- The Contractor will submit his claim as per the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities on the assessment day.

Performance Management

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

Health and Safety Management

- The Contractor shall comply with:
 - o The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this contract.
 - o The Construction Regulations, 2003.
 - o The Health and Safety Requirements of the Employer more fully set out in Distribution Standards DISPVABF3 (The Contractor will sign the attached pages of the specification as acknowledgement of receipt and adherence) and SCSPVABN2.
 - o All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.
 - The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
 - The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
 - The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in SCSPVBN2. The Responsible Person shall supervise the works at all times and be available to take permits where necessary.
 - The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
 - o supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
 - o supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
 - Eskom may, at any stage during the currency of this agreement, be entitled to;
 - o do safety audits at the Contractor's premises, its work-places and on its employees;
 - o refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
 - o Issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.
 - No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.
 - An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
 - The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
 - The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
 - The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.
 - The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)

- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.
- Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender:
- The Contractor shall submit a Safety Plan at Tender stage.

Construction Safety

- The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.
- The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise

Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit with his tender proof of adherence to the above act.
- General Environmental Management Requirements
- The Contractor shall receive an Environmental Management Plan –EMP (normally as part of the DESD) and must adhere to all its requirements.
 - Contractor to provide toilet facilities, water and electricity.
 - All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
 - The Contractor shall have an understanding of Eskom’s basic environmental principles and commitments (covered during Eskom Environmental Law Course)

Waste Disposal

The supplier shall ensure:

- That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- That a disposal certificate (waste manifest) is obtained, if hazardous waste was disposed-of.
- That where appropriate, waste is recycled or re-used.

General

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use “local” labour on a temporary basis for all manual tasks.
- The Contractor will attend all site meetings as arranged by the Employer
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom’s specifications, standards and regulations
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom’s national, Provincial and local environmental policies and laws.
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.

- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

Supplying cleaning material

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement or environmental legislation.
- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances \

Title to site materials

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract.

The Contractor returns all un-used spares to the Employer store.

4.1 Meetings

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every week.

4.2 Use of standard forms

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

4.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

A. ACCOUNTS AND RECORDS

IN ORDER THAT THE *PROJECT MANAGER* MAY ASSESS THE AMOUNT DUE AT EACH *ASSESSMENT DATE*, THE *CONTRACTOR* IS TO SUBMIT THE FOLLOWING INFORMATION IN THE FORMAT AND NUMBER OF COPIES STATED

- **SARS** Requirements

- Tax Invoice should be displayed in a prominent place on all invoices.
- Eskom's name should be stated ""Eskom Holdings SOC Limited.""
- Address and VAT registration of the recipient (that means Eskom address and vat number)
- Name, Address and Vat number of the contractor must be displayed.
- An individual serial number (tax invoice number) and date issued.
- A description of goods and/or services supplied must be showed on the invoice. refer to the specific activity stage and item no, as stated in the price schedule. clearly state the quantity or volume of goods or services supplied and the tender price for each item, the amount of the current claim for each item, the amount previously claimed for each item and the amount due for each item.
- The quantity or volume of goods or services supplied.
- The VAT amount showed on each invoice.
- Where the contractor is not registered for vat the invoice must state only invoice in a prominent place
- In addition to the above, the employer's cost allocation or contract order number must be displayed.
- Examples of payment certificates and tax invoices for the Eskom NEC Engineering & Construction Short Contract are shown on the next page of this contract.

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. A site diary will be required.

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

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.6 BBBEE and preferencing scheme

Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change

4.7 Facilities to be provided by the Contractor

N/A

4.8 Title to material from excavation and demolition

N/A

4.9 Designs by the Contractor

N/A

1. Requirements for the programme

- The Contractor shall also provide an organisation chart **showing the personnel to be employed for the works**, along with a detailed CV of all key personnel.

OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

The following Statutory non-working days are included within the contract period:

- All Public Holidays for the duration of the contract.
- The programme must clearly indicate the non-working days for the entire construction period.

6. Services and other things provided by the Employer

Item	Date by which it will be provided
Access to site	01 April 2022

7. CARDINAL safety rules

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any CARDINAL safety rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation.

The five Eskom Cardinal Rules are as follows:

- Rule 1:*Open, isolated, tests, earth, bond and/or insulate before touch*
- Rule 2:*Hock up at height*
- Rule 3:*Buckle Up*
- Rule 4*Be Sober*
- Rule 5:*Ensure that you have a permit to work*

ACCEPTANCE NOTE

I/WE _____ HEREBY ACCEPT/REJECT THE ABOVE TERM FOR BREACHING OF
CARDINAL SAFETY RULES.

SIGNED BY: _____ DATE: ____ / ____ / ____ /

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

None

2. Ground conditions in areas affected by work in this contract

None

3. Hidden and other services within the *site*

None

4. Details of existing buildings / facilities which *Contractor* is required to work on

None

Guidelines for Compiling an Environmental Policy

Environmental policy

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

4.2a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

4.2b) includes a commitment to continual improvement and prevention of pollution;

The words "continual improvement" and "pollution prevention" do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction (for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

4.2c) includes a commitment to comply with relevant environmental legislation and regulations,

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) *The authorities have been informed of the non-compliance in writing;*
- b) *A corrective action programme is in place;*
- c) *Evidence is available that the authorities have accepted the corrective action programme;*
- d) *Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

4.2d) and with other requirements to which the organization subscribes;

The "other requirements" may include:

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

4.2e) provides the framework for setting and reviewing environmental objectives and targets;

The policy should be sufficiently detailed to provide a yardstick against which the organization's environmental performance can be evaluated.

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.

4.2f) is documented, implemented and maintained ...

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically – at least annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization's environmental management system for several years.

4.2g) ... and communicated to all employees;

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or "toolbox talks" meetings.

A person's level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

4.2h) is available to the public

The policy must be available to any interested party on request.

The words “is available” do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

4.2.1 Key component of the policy

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

4.2.2 Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

SECTION 37(2) AGREEMENT

between

ESKOM HOLDINGS SOC LIMITED

(hereinafter referred to as the “Principal”)

and

(hereinafter referred to as the “The Contractor”)

INTERPRETATION

In this Agreement -

clause headings are for convenience only and are not to be used in its interpretation;

an expression which denotes -

any gender includes the other genders;

a natural person includes a juristic person and *vice versa*; and

the singular includes the plural and *vice versa*.

In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings -

“Agreement” means this Agreement;

“Chief Executive Officer” in relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise;

“COID” means the Compensation for Occupational Injuries and Diseases Act, 130 of 1993;

“Compensation Commissioner” means the Compensation Commissioner appointed under section 2 (1) (a) of COID;

“Construction Regulations” means the regulations, promulgated in terms of Section 43 of OHSA;

“Contract Work” means the work for which the Contractor was engaged by the Principal and all related activities in particular and defined in Contract No.....;

“Contractor” means [●] with (Registration Number [●]) duly registered and incorporated according to the laws of the Republic of South Africa, who is performing work for the Principal;

“Employee/s” means all persons who are employed by or work for the Contractor and who receive or are entitled to receive any remuneration or who work under the direct supervision of the Contractor or any other person;

“Employer” means any person who employs or provides work for any person or expressly or tacitly undertakes to remunerate him but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1995;

“Health and Safety Representative” means any person designated in terms of Section 17(1) of OHSA;

“Incident” means an undesired accidental event that results in injury, damage, or loss;

“Investigation” means the process of inquiring into a matter through research, follow up, study or a formal procedure of discovery;

“LDV” means a light delivery vehicle;

“Machinery” means any article or combination of articles assembled, arranged or connected and which are used or intended to be used for converting any form of energy to performing work, or which are used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy;

“Main Agreement” means the agreement concluded between the parties to which this agreement is annexed, which sets out the nature of the project and the project deliverables, Contract No.....;

“Member of the Public” means any person who is not regarded as an Eskom employee or a Contractor employee in any manner, including visitors and minors;

“MHSA” means the Mine Health and Safety Act, 29 of 1996, as amended from time to time;

“Occupational health and safety” includes occupational hygiene, occupational safety, occupational medicine, fire safety, and public safety and emergency preparedness;

“OHS Act” means the Occupational Health and Safety Act, 85 of 1993, as amended from time to time;

“Parties” means the parties to this Agreement;

“Plant” means fixtures, fittings, implements, equipment, tools and appliances and anything which is used for any purposes in connection with such plant;

“Principal” means Eskom Holdings SOC Limited (reg no: 2002/015527/06) a juristic person incorporated in terms of the Company Laws of the Republic of South Africa, with its registered office at Megawatt Park, Maxwell Drive, Sandton;

“Project Deliverables” has the meaning ascribed to it in the Main Agreement;

“Project Site” has the meaning ascribed to in the Main Agreement;

“Risk” means the probability that injury or damage will occur;

“Safety” means the management and control of associated risks to provide an environment that is safe for people to work in;

“Subcontractor” means the person/s or entity appointed by the Contractor to undertake the project deliverables on behalf of the Contractor as set out in the Main Agreement;

“Vehicle” means any vehicle propelled by petrol, diesel or an electric energy source, used for performing work and / or for transporting passengers on Eskom's business.

Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.

Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.

Defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.

A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.

Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.

Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

INTRODUCTION

The Principal and the Contractor have entered into the Main Agreement in terms of which the Contractor is required to inter alia perform the Project Deliverables on the terms and conditions set out therein.

In terms of the Main Agreement, the Contractor is entitled to subcontract its obligations in respect of the Contract Work to Subcontractors.

Pursuant to the provisions of OHSA and the Construction Regulations applicable to the Principal, the relevant Contractor provides the undertakings to the Principal as set out herein.

EMPLOYER

The Contractor as an Employer in its own right shall ensure that the duties in relation to Employers as contemplated in OHSA, are properly discharged by itself and/or its chief executive officer in accordance with Section 16(1) of OHSA.

In accordance with Section 16(2) of OHSA, the Contractor may appoint competent persons who shall be trained on any occupational health and safety matter, including any provisions in OHSA pertinent to the Project Deliverables. Copies of such appointments made by the Contractor shall immediately be provided to the Principal.

The Contractor and/or its designated person(s) appointed in terms of Section 16(2) of OHSA shall

report to the health and safety representative designated by the Principal prior to commencing the Project Deliverables at the Project Site.

WARRANTY OF COMPLIANCE

The Contractor warrants that it has familiarised itself with the working environment at the Project Site, the health and safety policies of the Principal and the arrangements as provided for in terms of Section 37(2) of OHSA, for the purposes of compliance with OHSA.

The Contractor acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of OHSA, whereby all responsibility (both civil and criminal) for health and safety matters relating to the Project Deliverables to be performed by the Contractor at the Project Site shall be the obligation of the Contractor.

The Contractor warrants that it and/or its Employees undertake to maintain all necessary compliance with OHSA. Without derogating from the generality of the above, or from the provisions of this Agreement, the Contractor shall ensure that the provisions of this Agreement as set out hereunder are at all times adhered to by itself, its Employees and Sub Contractors.

The Contractor further warrants that it has made adequate financial provision for the cost of health and safety measures in providing the Project Deliverables that it is contractually obliged to provide.

The Contractor hereby undertakes to ensure that the health and safety of any other person at the Project Site is not endangered by the conduct and/or activities of itself, its Employees or Subcontractors whilst they are performing the Project Deliverables at the Project Site.

TRAINING

The Contractor warrants that it has familiarised itself with the hazards associated with the Project Deliverables being carried out at the Project Site. The Contractor shall further ensure that it, its Employees and Subcontractors are trained on the health and safety aspects relating to the Project Deliverables and that they understand the hazards associated therewith. Without derogating from the foregoing, the Contractor shall, in particular, ensure that all its users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Contractor shall ensure that it, its appointed responsible persons and Employees are at all times familiar with the provisions of OHSA, and that they comply with its provisions.

SCOPE OF AUTHORITY

In compliance with Section 37(1)(b) of OHSA, each Contractor shall ensure that its Employees are informed of the scope of their authority in the event that it becomes necessary to determine whether the act or omission of such Employee constitutes an offence in terms of OHSA.

DUTIES OF EMPLOYEES

The Contractor shall ensure that each of its Employees:

takes reasonable care for their own health and safety and of other persons who may be affected by the act or omissions of such Employee;

co-operates with it to ensure compliance of the duties of such Contractor as prescribed by OHSA;
obeys all health and safety rules and procedures laid down in the interest of health and safety, including the health and safety policy of Principal; and
reports any situation which comes to the Employee's attention which is unsafe or unhealthy, as soon as practicable, to the Contractor and/or its responsible persons who shall report such situation to the Principal.

SUPERVISION, DISCIPLINE AND REPORTING

The Contractor shall ensure that the Project Deliverables provided at the Project Site are done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of its Employees regarding non-compliance by such Employee with any health and safety matter including the application and adherence to Eskom's Lifesaving Rules.

The Contractor shall comply with any instruction issued by the Principal Representative to stop the provision of the Project Deliverables, should the Principal be of the opinion that same is not in compliance with the health and safety policy of Principal or which poses a threat to the health and safety of persons on the Project Site.

The Contractor shall report any unsafe or unhealthy work situations immediately after they become aware of same to the Principal Representative in writing.

CO-OPERATION

The Contractor, and/or its responsible persons (including its Subcontractors) and Employees shall provide full cooperation and information if and when the Principal or its health and safety representative inquires into occupational health and safety issues concerning the Contractor and or its Subcontractors. It is hereby recorded that the Principal and its health and safety representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Contractor, and its responsible persons (including its Subcontractors) shall make available to the Principal and its health and safety representative, on request, all and any checklists and inspection registers required to be kept by the Contractor in respect of any of its materials, machinery or equipment.

WORK PROCEDURES

Without derogating from its obligations in respect of the Project Deliverables, the Contractor shall utilise the procedures, guidelines and other documentation as used by the Principal for the purposes of ensuring a healthy and safe working environment, including the health and safety policy of the Principal.

The Principal shall induct the Contractor's Employees with regard to any procedures, guidelines and other documentation as used by the Principal for the purposes of ensuring a healthy and safe working environment, including the health and safety policy of the Principal.

The Contractor shall furthermore ensure that its responsible persons, Sub contractors and Employees are familiar with and utilise such procedures, guidelines and other documentation.

The Contractor shall implement and enforce safe work practices as prescribed by the Principal from time to time, and shall ensure that its responsible persons and Employees are made

conversant with the contents of these practices and that they adhere to such procedures.

Eskom's Lifesaving Rules shall be communicated to all the Contractor's Employees, including the signing of an acknowledgment of receipt. In addition, if work is to be performed on an Eskom site the Contractor shall ensure that his/her Employees undergo the Eskom site induction.

It is specifically recorded that the Contractor shall communicate Eskom's Lifesaving rules to its Subcontractors, including the signing of an acknowledgment of receipt. It is the Contractor's responsibility to ensure that it monitors compliance of such Subcontractors to Eskom's Lifesaving Rules.

Failure by the Contractor's, its Subcontractor and/or its Employee's to comply with Eskom's Lifesaving Rules may result in termination of this Agreement and/or the Main Agreement.

The Contractor shall ensure that any permits necessary to perform any Project Deliverables are obtained from the Principal prior to the performance of such Project Deliverables for which a permit is required. Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.

CONSTRUCTION REGULATIONS

The Contractor warrants that it and its Employees shall comply with the Construction Regulations whilst providing the Project Deliverables.

The Contractor acknowledges that its health and safety plan as required in terms of Section 5(1) of the Construction Regulations shall comply with the health and safety policy of the Principal and the Construction Regulations. The Contractor shall provide its health and safety plan to the Principal prior to the commencement of any work on the Project Site, and ensure that its health and safety plan is implemented and maintained on the Project Site by the Employees, and is readily available and accessible.

The Contractor shall ensure that it notifies the Principal of the identity of its full-time construction supervisor whose obligation it is to supervise construction work, prior to commencing any construction on the Project Site.

The Contractor shall ensure that its Employees adhere to the health and safety plan of the Contractor when performing the Contract Work (including any works to be performed during the Service Period) on the Project Site and shall stop its Employees from performing any works which are not in accordance with the health and safety plan of the Contractor.

Should there be a change to the design and construction methodology of the Contractor which results in a variation to the Project Deliverables, the provisions of paragraph 11.4 shall mutatis mutandis apply to such variations.

The Contractor shall ensure that it complies with Section 25 of the Construction Regulations in relation to housekeeping on the Project Site.

The Contractor shall as part of its risk assessment to be undertaken under Section 7 of the Construction Regulations, undertake a complete risk assessment of all Project Deliverables prior to undertaking any construction of the Contract Work, and identify any additional risks and hazards that persons may be exposed to, analyse and evaluate such risks and hazards identified and document a plan of safe work procedures to mitigate such risks and hazards as well as a monitoring plan and review plan in respect thereof, and comply with the requirements of Section 7 of the Construction Regulations in respect of such specifically

identified risks.

The Contractor shall ensure that all its responsible persons, Subcontractors and its Employees are duly informed and trained in the safe execution of work in relation to the identified hazards and risks associated with the Contract Work.

AUDITING AND INSPECTION

The Contractor shall ensure that it provides access to the Project Site to the Principal (or its nominee) to carry out periodic health and safety audits on a monthly basis.

The Contractor shall ensure that it has an updated copy of COID, OHSA, and the Construction Regulations at the Project Site at all times, and that this is accessible to its appointed responsible persons and Employees.

The Contractor shall keep a consolidated health and safety file which shall include, inter alia, a record of all drawings, designs, materials used and other similar information in respect of the Project Site ("Health and Safety File"). The Health and Safety File shall be made available to the Principal upon request and upon the termination or expiry (whichever occurs earlier) of the Main Agreement.

The Contractor shall ensure that on a monthly basis during the duration of its contract in respect of the Project Deliverables, the structures on the Project Site are inspected by a competent person and shall provide the Principal with a report of the findings, accordingly. The Contractor (if applicable) shall further ensure that the structures on the Project Site are maintained to a standard that is safe for continued use and for a period of 5 (five) years from the termination or expiry (whichever occurs earlier) of the Main Agreement without requiring further major maintenance.

The Contractor shall ensure that all maintenance records pursuant to the Project Deliverables are readily available for inspection by Principal, which records shall be handed to Principal upon the termination or expiry (whichever occurs earlier) of the Main Agreement.

HEALTH AND SAFETY REPRESENTATIVES

In compliance with Section 17 of OHSA, if the Contractor has more than 20 (twenty) Employees in its employment, the Contractor shall designate health and safety representatives.

The Contractor shall ensure that the health and safety representatives perform the functions assigned to them as contemplated in Section 18 of OHSA.

HEALTH AND SAFETY MEETINGS

The Contractor shall establish its own health and safety committee(s), and ensure that its health and safety representatives and Employees, being the committee members, hold health and safety meetings as often as may be required, and at least once every 3 (three) months. The Contractor shall ensure that the health and safety committees perform the functions assigned to them as contemplated in Section 20 of OHSA.

The Principal may elect to permit the Contractor's health and safety representatives to attend the Principal's health and safety committee meetings.

COMPENSATION REGISTRATION

The Contractor shall ensure that it has a valid registration with the Compensation Commissioner, as required in terms of COID, and that all payments owing to the Compensation Commissioner are discharged.

The Contractor warrants that all its Employees are covered in terms of COID. The Contractor shall further ensure that the cover shall remain in force whilst any such Employee is present at the Project Site.

The Contractor shall be required to furnish proof of such valid registration when requested to do so by the Principal from time to time. In the event that such request is made, the Contractor shall deliver such proof of registration within 14 (fourteen) days of such request.

Notwithstanding the provisions of paragraph 15.3 above, the Contractor shall deliver to the Principal a valid certificate of good standing with the Compensation Fund, or similar proof acceptable by the Principal, by no later than the end of April every year for the duration of the Contract Work.

MEDICAL EXAMINATIONS

The Contractor shall ensure that all workmen employed by it or its Employees undergo routine medical examinations where these are necessary in terms of the working environment and that they are medically fit for the purposes of providing the Project Deliverables at the Project Site.

The Contractor shall ensure that any disease which in the belief of a medical practitioner, arose out of the employment of an Employee, shall be reported in accordance with Section 25 of OHSA.

ALCOHOL AND OTHER INTOXICATING SUBSTANCES

No alcohol or other intoxicating substances shall be allowed on the Principal's premises. Anyone suspected to be under the influence of alcohol or other intoxicating substance shall not be allowed on the Principal's premises. For the purpose of this provision, the Principal hereby acquires the right to test the Contractor and its Employees by means of a breath analyzer at any time, and the Contractor and its Employee hereby consent to such tests being conducted and shall submit to this testing.

INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in Section 24 of OHSA, Section 30 of the National Environmental Management Act, 107 of 1998, Section 20 of the National Water Act, 36 of 1998 and the Mine health and Safety Act, shall be reported by the Contractor to the Department of Labour and to the Principal. The Principal shall further be provided with copies of any written documentation relating to any incident.

All incidents arising out of and in the course of the Contract Work on the Principal's premises in relation to the Contractor's Employees or members of the public shall be investigated by the Contractor. All such incidents shall be recorded against the Contractor's Incident Management Statistics.

The Principal retains the right to require that such investigations be conducted in conjunction with it with the aim of determining the underlying factors, critical path or root causes of the incident and determine workable recommendations that will prevent the repeat of such an incident

and to learn from them.

In the case where the Contractor refuses to cooperate in conducting the investigation in conjunction with the Principal, the Principal reserves the right to conduct its own investigation into the incident to ensure that the underlying factors, critical path or root causes of the incident have been identified and that workable recommendations are identified, implemented and that actions have been implemented that will prevent the repeat of such an incident.

The Principal retains an interest in the notification of any incident as described above, as well as in any investigation contemplated under Section 31 of OHS Act and Section 11(5) of MSHA as well as any formal inquiry conducted in terms of Section 32 of OHS Act and Section 60 of MSHA into such incident.

SUBCONTRACTORS

The Contractor shall notify the Principal in writing of any Subcontractor it may wish to engage to provide the Project Deliverables at the Project Site, who shall in itself constitute a Contractor. Without derogating from the generality of this paragraph, the Contractor shall:

ensure that training as discussed in paragraph 5 (*Training*), is provided, prior to the Subcontractor commencing with the provision of the Project Deliverables at the Project Site;

ensure that the Project Deliverables provided by the Subcontractor are done under strict supervision and discipline, as described in paragraph 8 (*Supervision, Discipline and Reporting*);

demonstrate that the Subcontractor has the necessary competencies and resources to carry out the Project Deliverables safely;

inform the Principal of any health and safety hazard and/or issue that the Subcontractor may have brought to his attention; and

inform the Principal of any difficulty encountered with regard to compliance by the Subcontractor to any health and safety instruction, procedure and/or legal provision applicable to the Project Deliverables the Subcontractor provides at the Project Site.

Each Subcontractor shall be required to sign a declaration of acceptance of this Agreement, prior to the commencement of any Project Deliverables.

The Contractor shall ensure that it keeps a comprehensive and updated list of all the Subcontractors providing the Project Deliverables on the Project Site detailing the nature of work to be provided and any agreements entered into with such Subcontractors, which shall be tabled at all progress meetings with the Principal.

FIRE PRECAUTIONS AND FACILITIES

The Contractor shall ensure that an adequate supply of fire protection and first aid facilities are provided at the Project Site.

The Contractor shall ensure that the Employees are familiar with the emergency procedures and fire precautions at the Project Site which include fire alarm signals and emergency exits and that such precautions are adhered to.

NO NUISANCE

The Contractor shall ensure that neither it nor its Employees undertake any activities which may

cause environmental impairment, intentionally or recklessly interfere with, damage or misuse anything which is provided in the interest of health and safety, nor constitute any form of nuisance to the Principal and/or its surroundings.

PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall ensure that it shall take such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of persons on the Project Site, before resorting to personal protective equipment (“PPE”).

The Contractor shall ensure that its responsible persons and the Employees are provided with adequate PPE for the Project Deliverables they may provide, and in accordance with the requirements of General Safety Regulation 2(1) of OHSA. The Contractor shall further ensure that its responsible persons and the Employees wear the PPE issued to them at all relevant times.

PLANT, MACHINERY AND EQUIPMENT

The Contractor shall ensure that all the plant, machinery, equipment and/or vehicles it may wish to utilise at the Project Site is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the requirements of Section 10 of OHSA.

In accordance with the provisions of Section 10(4) of OHSA, the Contractor hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Project Site, or manufactured, sold or supplied to or for the Principal, and which the Contractor uses complies with all the prescribed requirements and will be safe and without risks to health when properly used.

NO USAGE OF PRINCIPAL’S EQUIPMENT

The Contractor hereby acknowledges that it’s Employees shall not be permitted to use any materials, machinery or equipment of the Principal unless the prior written consent of the Principal has been obtained, in which case, the Contractor shall ensure that only those persons authorised to make use of the same, have access thereto.

TRANSPORT

The Contractor shall ensure that all road vehicles used at the Project Site and for any purposes for the purpose of conducting the Contract Work are in a roadworthy condition, are licensed, insured and comply with Eskom’s standard vehicle specifications.

Without derogating from clause 25.1, the Contractor shall ensure that all road vehicles used at the Project Site and for any purposes for the purpose of conducting the Contract Work have the following minimum basic requirements:

Factory-fitted antilock brake system (ABS);

Factory-fitted driver and passenger airbags;

Tyres as per manufacturer’s specifications;

Emergency warning triangles;

Factory-fitted safety belts; and

First aid kits/boxes.

The Contractor shall ensure that all drivers have valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so by the vehicle manufacturer. All drivers shall adhere to the speed limits and road signs at the Project Site, if any.

The Contractor shall ensure that all its drivers, passengers and pedestrians obey all vehicle safety requirements in terms of the National Road Traffic Act, Act No. 93 of 1996, as amended, including other relevant provincial or local requirements

The Contractor shall ensure that none of its Employees are transported on the back of a bakkie or LDV.

In the event that any hazardous substances are to be transported to and on the Project Site, the Contractor shall ensure that the requirements of the Regulations for Hazardous Biological Agents are complied with at all times.

INDEMNITY BY CONTRACTOR

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Principal and the Contractor:

The Principal shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Contractor, its Employees or Sub Contractors, and the Contractor hereby indemnifies the Principal and holds the Principal harmless against all and any claims, losses, damages, liability, costs and expenses of whatsoever nature, which the Contractor, its Employees or Subcontractors may, at any time sustain or incur arising out of the circumstances referred to herein provided that such loss, damage, injury or death is not caused by the wilful action or omission or gross negligence of the Principal;

the Contractor hereby assumes liability for any loss or damage which is caused by the Contractor's negligence, or through the negligence of any of its Employees or Subcontractors, and the Contractor hereby indemnifies the Principal for such loss or damage, whether caused by the Contractor's breach of any of the terms of this Agreement or by delict; and

the Contractor in pursuance of this paragraph undertakes to ensure that it carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Principal on demand by the Principal.

NOTICES AND DOMICILIA

The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers -

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
Eskom Holdings Limited	[•]	[•]
	[•]	
	[•]	
	[•]	

Marked for the attention of:

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
[•]	[•]	[•]
	[•]	
	[•]	

Marked for the attention of: [•]

provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

All notices to be given in terms of this Agreement will be given in writing, in English, and will -
be delivered by hand or sent by telefax;

if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

DURATION OF CONTRACTOR UNDERTAKINGS

This Agreement shall remain in force for the duration of the Main Agreement and/or whilst the relevant Contractor is present at the Project Site.

GENERAL

This Agreement does not regulate, or replace, any existing agreements between the Parties relating

to any other aspect of the arrangement between the Parties that does not relate to SHE risks, responsibilities and liabilities. However this Agreement shall be read intandem, as far as possible, with any other agreement entered into between the Parties on the Contract Work.

This Agreement takes preference over any other contract or clause in any contract between the Parties that relates to any aspect covered in this Agreement.

This Agreement constitutes the whole of the Agreement between the Parties relating to the matters dealt with therein and save to the extent otherwise provided no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated herein shall be binding on either of the Parties.

No addition to or variation, deletion, or agreed cancellation of any and all clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SIGNATURE

Signed on behalf of the Parties, each signatory hereto warranting that he has due authority to do so.

SIGNED at _____ on _____ 2018.For and on behalf of

ESKOM HOLDINGS SOC LIMITED

SIGNED at _____ on _____ 2018.For and on behalf of **(Contractor)**

QUALITY ASSESSMENT CHECKLIST TO BE CONDUCTED ON THE LISTED ITEMS, ON PER "WORKS ORDER".



HEALTH AND SAFETY REPRESENTATIVE APPOINTMENT (SECTION 17)

AUTHORIZED SECTION 16(2) ASSIGNEE D SECTION 16 (2) ASSIGNEE:

I HAVE BEEN ASSIGNED BY AN AUTHORIZED 16(2) WITH THE DUTY OF ENSURING COMPLIANCE WITH THE OHS ACT WITHIN MY AREA OF RESPONSIBILITY.

I HEREBY ASSIGN YOU TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN TERMS OF SECTION 17.

ASSIGNMENT

I, (AUTHORIZED 16(2)) _____ DO HEREBY DESIGNATE
 _____ TO ASSIST ME IN THE PERFORMANCE OF MY DUTIES IN THE FOLLOWING AREA(S):

DESIGNATED FUNCTIONS AND AUTHORITY

AS THE HEALTH AND SAFETY REPRESENTATIVE FOR YOUR AREA OF DESIGNATION, YOUR FUNCTIONS MAY INCLUDE, BUT SHALL NOT BE LIMITED TO:

- * REVIEWING THE EFFECTIVENESS OF THE HEALTH AND SAFETY MEASURES WITHIN YOUR AREA OF DESIGNATION.
- * ASSESSING THE POTENTIAL HAZARDS TO THE HEALTH AND SAFETY OF THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION.
- * INVESTIGATING THE CAUSES OF INCIDENTS WITHIN YOUR AREA OF DESIGNATION, AND ALL COMPLAINTS FROM THE EMPLOYEES WITHIN YOUR AREA OF DESIGNATION, RELATING TO THEIR HEALTH AND SAFETY.
- * INSPECTING THE WORKPLACE AND REPORT ON SUCH INSPECTION, AND THE ASPECTS MENTIONED IN (A), (B) AND (C) ABOVE, TO THE EMPLOYER.
- * PARTICIPATING IN THE INVESTIGATIONS INTO INCIDENTS, WITHIN YOUR AREA OF DESIGNATION, AS CONTEMPLATED IN SECTION 18.
- * YOU SHALL SERVE ON THE RELEVANT HEALTH AND SAFETY COMMITTEE. SECTION 19 (2) (A)

 AUTHORIZED (16)2 SIGNATURE

 DATE

ACCEPTANCE OF DESIGNATION

I, _____ DO HEREBY ACCEPT THE ABOVE ASSIGNED DUTIES AND ACKNOWLEDGE THAT I UNDERSTAND THE REQUIREMENTS OF THIS DESIGNATION.

THE APPOINTMENT IS WITH EFFECT FROM _____ UNTIL

 DESIGNATED SECTION 17(1) SIGNATURE DATE

(FLASH REPORT)

Model Eskom Employee Incident Notification Form

Urgent flash report to be Emailed to Regional Risk Manager (to be reported before the end of shift or day)

REGION:..... DEPARTMENT:

UNIT/SECTION:

EXACT LOCATION OF INCIDENT:

MANAGER/SUPERVISOR:

TELEPHONE NUMBER: CODE: NO:

FAX NUMBER: CODE: NO:

DATE OF INCIDENT:..... TIME OF INCIDENT:

INJURY TYPE:

FATAL [] DISABLING INJURY DISEASE [] MEDICAL CASE [] FIRST AID [] OCCUPATIONAL []

INCIDENT TYPE:

ELECTRICAL CONTACT [] VEHICLE INCIDENT [] ENVIRONMENTAL INCIDENT [] FIRE/EXPLOSION INCIDENT []

BRIEF DESCRIPTION OF INCIDENT:

FULL NAMES OF INJURED/DECEASED PERSONS:

1 3
2 4

FULL NAME(S) OF THE DRIVER(S):

(Eskom) (Third party)

MOTOR VEHICLE(S) REGISTRATION NUMBER(S):

(Eskom)..... (Third party).....

WITNESSES

1. 3

SUBSTANCE ABUSE TEST RESULTS

Positive Negative

REPORTED BY: TEL NO: DATE:

(FLASH REPORT)
Model Public Incident Notification Form

Urgent flash report to be Emailed to Regional Risk Manager (to be reported before the end of shift or day)

REGION: AREA/FARM/TOWN

UNIT/SECTION:

S.A CITIZEN PREVIOUS TBVC FOREIGNER PREVIOUS MUNIC CONTRACTOR

DATE OF INCIDENT: TIME OF INCIDENT:

INJURY TYPE:

ELECTRICAL CONTACT FATALITY INJURY NO INJURY ANIMALS INJURED/ KILLED
 VEHICLE & NON CONTACT FATALITY

INCIDENT TYPE:

ELECTRICAL CONTACT VEHICLE & NON ELECTRICAL CONTACT DAMAGE NO DAMAGE

ESKOM VOLTAGE INVOLVED kV NETWORK:

INCIDENT CAUSED BY / TYPE OF INCIDENT:

- | | | | |
|--------------------------|---|--------------------------|---|
| <input type="checkbox"/> | Low hanging conductor/conductor on ground. Climbing of structures/poles | <input type="checkbox"/> | Tipper truck/cherry picker/borehole machine/crane into line |
| <input type="checkbox"/> | Unlawful entry/vandalism | <input type="checkbox"/> | Stacking/piling/building under or near line |
| <input type="checkbox"/> | Illegal connection | <input type="checkbox"/> | Aircraft/parachutist/helicopter/hanglider into line |
| <input type="checkbox"/> | Telkom line into Eskom line | <input type="checkbox"/> | Tree onto line/object into line |
| <input type="checkbox"/> | Staywire live/loose | <input type="checkbox"/> | Conductor/cable theft |
| <input type="checkbox"/> | Irrigation pipe into line | <input type="checkbox"/> | Vehicle collision Eskom apparatus |
| <input type="checkbox"/> | Fire | <input type="checkbox"/> | Eskom motor vehicle accident |
| <input type="checkbox"/> | External contractor incident/sub-contractors | <input type="checkbox"/> | Eskom construction holes |
| <input type="checkbox"/> | Other (describe) | <input type="checkbox"/> | |

FULL NAME(S) OF INJURED/DECEASED PERSON(S):1

FULL NAME(S) OF THE DRIVER(S):

(Eskom)..... (Third party).....

MOTOR VEHICLE(S) REGISTRATION NUMBER(S):

(Eskom)..... (Third party).....

WITNESSES

1.....2.....
 3

DESCRIPTION OF INCIDENT:

REPORTED BY: **D**

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. _____ *service*
 To:.....
 (*Contractor*)

I propose to instruct you to carry out the following task:

Description

Starting date

Completion Date

Delay damages per week

Please submit your price and programme proposals below.

Signed: _____ Date _____
 (for *Employer*)

Total of Prices for items of work on the Price List (details attached) R. _____

Total of Prices for items of work not on the Price List (details attached). R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: _____ Date _____
 (for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____
 (for *Employer*)