



Provision of Catering Services to Marapong contractor's village,  
Ext 30, Portion 7 and the Medupi Power Station Site.

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## DESCRIPTION OF THE SERVICE

### 1. OVERVIEW

This is an all-inclusive Facilities Eskom catering service contract and will render a service at Medupi Facilities for Medupi Power Station in Lephalale. This will include provision of meals for semi-skilled and general workers, labour, supervision and management, staff uniform/PPE, maintenance of kitchen equipment and transport during the construction period of the new power station built at Lephalale – Limpopo Province.

#### Scope

To provide catering services to Medupi Contractors' semi-skilled workers working on the Medupi Power Station Project.

Target audience to be catered for:

- Principal Contractors and Sub-Contractors working at the Medupi Project
- Meals to be provided for the following category of staff:
  - General workers
  - Semi – Skilled workers

#### General description of the Project

- Eskom provides accommodation to Contractors' semi-skilled workers involved in the construction of the Medupi Power Station Project at the Marapong-, Portion 7 and Extension 30 Contractors' Villages in Lephalale.
- The Marapong Contractors' Village accommodate approximately 1200 semi-skilled workers. This Village will provide facilities such as catering, laundry, housekeeping, maintenance and entertainment.
- About catering, a Kitchen equipped with all fixed appliances and freezing/cold room facilities is provided in the Village.
- This kitchen will be utilised to prepare meals for breakfast and dinner to be served to the residents in the three dining halls located at the Contractors' Village. A lunch meal will also be served at the Village dining halls for residents during off days, public holidays and Sundays.
- This kitchen will also be utilised to prepare, cook and pack, pre-packed lunch packs for general and semi-skilled workers at the Medupi Power Station Project site.
- The lunch packs will be packed in insulation boxes, transported to Medupi site dining halls by a truck that is properly insulated for the purpose of transport meals. It should comply with regulations governing general hygiene requirements for food premises and the transport of food: Government Notice No. R. 723 of July 2002.

## 2. PROVISION OF OFFICES, EQUIPMENT AND SERVICES

Roles and responsibilities.

Facilities provided by Eskom

Kitchens complete with dining hall facilities including fixed equipment, cooler rooms, freezer rooms, dry storage room, lunch pack preparation facilities.

Marapong Kitchen Equipment List		Marapong Dining halls	
Quantity	Description	Quantity	Description
7	40 Pan Convection Oven	7	5 Division Bain Maries with Sneeze guards
7	20 Pan Convection Oven	6	Cold tops with Sneeze guards
6	Double capdan pots with mixer	6	U dockings for warmer trolleys with sneeze guards
2	Double capdan pots without mixer	9	80 litre Hydro boils
2	Single capdan pots with mixer		
6	80 litre Tilt pan		
1	Three plate range stoves with oven		
2	Phuthu pots		
2	Broster pressure fryers		
36	Food warmer Trolleys		
12	Hot closets		
1	Flight type dishwasher with disposal unit		
1	Roasting tray dishwasher.		
5	Freezers		
5	Fridges		
1	Blast chillier		

3	Conveyer belts for packaging		
10	Rocker trolleys		

Maintenance of Buildings and build in equipment's.

Insurance on buildings and equipment shall be supplied by Eskom.

Limited accommodation for the caterer's workers will be provided in the form of up to 4 (four) houses in the Lephalale area to be used for accompanied and or single management and senior staff. For the avoidance of doubt Section 4 of the Employer Policies and Procedures will apply to the use of such accommodation.

Three park homes at Marapong-, Portion 7-, and Extension 30 contractor's village for senior kitchen staff on shifts and two for office accommodation.

**Contractor to supply the following:**

- Organogram Chart setting out the Service Providers proposed senior staffing (contractor's village and construction site)
- Schedule of staff and rates
- Histogram of staff distribution as per number of meals to be provided
- CV's of Operations Manager and other key positions i.e.
- Qualified Quality Controller
- Competent Qualified SHEQ Officer

**THE GENERAL SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER**

A Supplier with industrial catering experience of not less than three years shall provide full catering services to Eskom Medupi Power Station in accordance with this contract, including without limitation, the Supplier shall be responsible for:

- Implementation and continual improvement of energy efficiency processes in the execution of the Services (including without limitation compliance with the Eskom Energy Efficiency Policy)
- The Service provider shall provide all the kitchen smalls at the beginning of the contract. The replacement of these movable equipment and kitchen smalls such as crockery, cutlery, condiments, tablecloths, serviettes, and packaging will be the responsibility of the Service Provider.
- Clean all the facilities which include dining halls (in and out-side), kitchen and equipment during the process (kitchen, dining complex at Marapong contractor's village and the dining halls on site). Provide cleaning equipment and consumables. (10 meters around the kitchen dining hall complex will be the responsibility of the contractor)

- Providing the appropriate qualified and trained staff for the safe & hygienic food production and transport of meals.
- Managing and maintaining hygienic facilities, administering the process, and managing the staff and suitable processed involved.
- Providing the appropriate ingredients required to prepare the menus.
- Cooking/preparing the appropriate meals as per the agreed menus.
- Providing and serving Breakfast and Dinner to contractors' workers residing at the Marapong Contractors Village, Ext 30, Portion 7.
- Transporting, distributing, and serving the meals at all dining halls on Medupi construction site is the responsibility of the Service Provider. The Medupi dining halls are situated 45 km round trip from Marapong kitchen.
- Packaging of food meals (the proposed packaging is a Foil tray with cardboard lid for hot food). The service provider will provide hot boxes for the transportation of hot meals from the Marapong-, Portion 7, Extension 30 kitchens to the dining halls on Medupi construction site. The service provider will also provide hot boxes for the collection of hot meals to contractors that do not eat in the dining halls. These hot boxes will be in the form of polystyrene boxes that can be re-used. The service provider will be responsible for the return of the hot boxes. (The Employer will not be responsible for the return or replacement of the hot boxes)
- Administration of the issuing of all meals.
- Setting up, cleaning, and maintaining of dining halls before, during and after meal serving periods both at Medupi construction site and the contractors' village.
- Cleaning of all fixed and movable facilities and equipment used to provide the service.
- On Sunday and public holidays, the Marapong village residents will have their lunch in the dining halls at Marapong contractor's village.
- The service provider will also provide and maintain a service for people remaining in Marapong village during the normal lunch time (sick, suspended from work and new arrivals), and provide washing hand soap in all dining hall.
- The service must be provided in staggered mealtimes on site to approximately 2500 Contractors' personnel per sitting (two sittings) to allow the quick provision of meals.
- There is a night shift at the construction site. Provide to operate at least one dining hall for sit down midnight meal and the transportation and distribution of midnight meals.
- The regular maintenance and hygienic upkeep of all delivery, storage, production, dispatch, and equipment supplied by Eskom, (including without limitation fat traps, staff change rooms, staff toilets, admin offices, serving and dining facilities, preparation and cooking facilities).

- The service provider will be responsible for the maintenance of all kitchen equipment including the supply of parts needed to repair the equipment. Responsibility will start at the isolator. All Eskom equipment will be handed back to Eskom in good condition at the end of the contract period. (Except fair wear and tear)
- The supply, proper display and maintenance of signage for the total operation
- The supply and maintenance of any communication system required i.e., telephone services and radios (radio communication between the kitchen and all the dining halls at Medupi construction site to co-ordinate activities)
- Keeping inventory registers and regular verification of all assets or equipment as supplied by Eskom and Service Provider and records of regular maintenance services applied (incl. calibration certificates for Cold rooms, fridges, scales and cooking equipment, testing of pressure valves)
- The transportation of the Service Provider's own staff to all sites and working areas at cost and complying with site vehicle requirements. This includes transportation of the service provider's staff during the night shift.
- Bar code readers (or alternative tracking system) for the dispatch of food produced. ISO 22000 requires traceability of supply chain and production.
- The service provider shall on daily basis keep the signed records of all meals produced; meals delivered to Medupi site; and meals not consumed. These records shall be submitted weekly to the Employer.

#### **METHOD STATEMENTS AND QUALITY PLANS**

The Supplier will, by no later than 30 days following the starting date, supply the following proposed Method Statements and Quality Plans and documents to record and manage the listed sequence of production and verification, which must be consistent with those provided in terms of its tender, together with any proposed amendments. The supplier will not at any stage during the contract period derogate from the proposed Method Statements and Quality Plans without the prior approval of Eskom.

##### **Supply Chain**

- Wet/dry storage
- Hygiene and sanitation (Kitchen and dining areas)
- Food preparation (all meat and vegetables must be rinsed before cooked)
- Cooking / Production process
- Food portioning / packaging
- Holding and distribution of prepared meals
- Transportation of hot meal packs
- Food & beverage serving

- Cleaning / washing up / maintenance
- Waste Management, based on National Environmental Waste Act No 59 of 2008
- Energy efficiency measurements
- Emergency planning processes i.e. Labour unrest and industrial action
- Packaging to use foil tray for lunch packs.

Without derogating from the Supplier's responsibility in terms of the General Conditions of Contract the Supplier shall carry out the Services to the required Service Levels.

#### **MEAL SPECIFICATION**

- Choices per serving
- Vegetarian meal
- Emergency Packs/Month-end lunch/cold pack lunch
- Diabetic meal
- Rotation of the meal menu to prevent menu fatigue for a three-week period cycle, the menus must be approved by the Marapong village catering committee before implementation.
- **Menus must comply with balanced dietary standards and must be adjusted accordingly to seasonal changes**
- No negative impact on the prime protein content and meal variety will be accepted with changing menu cycles
- Only "A" grade meat shall be used in all menus
- The use of Soya is only acceptable as a primary protein source for the provision of vegetarian meals. (Soya can however be used as a supplementary protein choice but is not acceptable as a substitute of a primary source protein for the provision of a breakfast, lunch or dinner meal) A variety of proteins must be supplied, must not be limited to beef and chicken.
- All menus and meals must be verified and approved by Eskom prior to implementation. Sample menus must be provided by the Service Provider adhering to the specific quantities as listed
- All lunches for site dining halls to be provided in a pre-packed format

#### **LOCATION OF MEAL PREPARATION AND SERVING POINT**

- Breakfast and Dinner meals will be prepared at the Marapong Contractor's Village Kitchen and served at the Dining Halls at the Marapong Contractors Village at the Meal Service Area.
- The supplier shall have completed workflow analysis for all meals

- Lunch packs will be prepared at the Marapong Contractor's Village Kitchen for the:
- Medupi general workers
- Lunch packs will be provided for all general and semi-skilled workers for the Contractor's workers at the allocated Medupi Meal Service Area on Site
- Sick bay, Clinic or quarantine
- Continue to provide food or alternative food supply in case of food poisoning and other virus or food/water/human borne diseases

### **ACCOUNTING AND ADMINISTRATION**

- The Service Provider shall be responsible for receiving meal orders and reports as per directed format to Eskom representative. The Service provider will be responsible to communicate with all the main contractors and their sub-contractors to receive their lunch orders in time and accurately. There is an electronic meals order system that must be maintained by the service provider.
- The service provider shall be responsible for providing weekly reports on meal counting, including meals requested, provided and consumed reflected per meal period as per directed format to Eskom representative. Reports will reflect the number of meals ordered by each Main contractor.
- The Supplier shall in addition submit reports in relation to other matters as would be required by the Employer from time to time.
- The Service Provider shall be responsible for record keeping, measurement and audit processes applicable
- The Supplier shall have and maintain a training and development programme
- Records must be kept on site for review for 12 month and are only with written permission by the Contract/Project Manager allowed to be taken off site.
- Eskom reserves full access, retrieve-ability, use, copies and access to any audio or video recordings that will assist an instant fact finding or audit process without prior verbal or written notice if such need or emergency arises.
- Eskom reserves unlimited Laboratory information access regarding medical information of staff, food sample analysis, hygiene audit results, and recordings relating to cold chain management, records relating to the traceability within the supply chain, production, storage, transport system, distribution or serving of meal batches and relating food samples
- Bar code readers (or alternative tracking system) for the dispatch of food produced. ISO 22000 requires traceability of supply chain and production.



## SECURITY

- The Contractor must propose to Employer the security measurements at the Kitchen dining halls areas. The employer will be fully responsible for the provision of security at the kitchen and the entrance and exit doors at Marapong village kitchen and dining halls.
- There is an access control system in place at the dining halls. The Employer will be responsible for the maintenance of the access control system at the Marapong village dining halls and the access control will be used to record meals taken by residents in the dining hall for the purpose of invoicing. In the case that the access control system is not working, the contractor will propose alternative systems to track meals taken by the residents.

## EMERGENCY MEASURES

The Service Provider shall warrant that in the event of industrial action by the Service Provider's staff, the Service Provider shall, unless advised to the contrary by the Eskom representative, ensure that the services to residents continue uninterrupted.

The Project will be carried out within Marapong / Portion 7/ Extension 30 Contractors Villages.

The Contractor shall administer and control his site activities in a manner conducive to Maintaining the safety for his employees and for those for whom he has a responsibility e.g. visitors, suppliers, members of the public.

### The kitchen designs

During the tender stage the Contractor will consider the project elements of the design and where possible minimize the hazards and associated risks to an acceptable level.

Execution of the works will require the control of all identified risks and shall include, those identified in the following table.

The following have been identified at initial design stage as being amongst a non-exhaustive list of hazards associated with the works. Not all the hazards have been confirmed and they are listed as potential hazards at the design stage. As project execution progresses it is envisaged that the availability of more concrete information will inform the necessary decisions regarding development of controls and precautions for each risk before project continues.

As the project progresses the table should form the basis of a tracking mechanism in relation to actions taken on the hazards listed together with any significant new hazards identified.

Hazard	Action
Fire	Address in Health and Safety Plan
Slippery	Address in Health and Safety Plan
Ventilation	Address in Health and Safety Plan
High temperature machinery and equipment	Address in Health and Safety Plan
Underground water, drainage, and sewerage services	Address in Health and Safety Plan
Movable objects	Address in Health and Safety Plan
Manual handling	Address in Health and Safety Plan
Hazardous substances and flammable materials	Address in Health and Safety Plan
Packing and storage	Address in Health and Safety Plan

### Site welfare

#### Eating facilities

The Contractor will utilise the dining hall for their employees, to the approval of the Employer. The cleanliness of this eating area will be the responsibility of the Contractor. It must be ventilated and lighted. Tables and backed seating shall be provided. Suitable receptacles with lids for depositing waste shall be provided at convenient points inside and outside the eating areas. The Contractor is also responsible for keeping the surroundings of the dining halls and kitchen in neat and clean condition. (10-meter radius around all contractors' facilities)

#### Washing and Sanitary Facilities

The Contractor shall provide and maintain adequate and suitable hand washing and sanitary facilities appropriate to the workforce size and work duration, to conform with the requirements of Occupational Health, Safety Act No 85 of 1993, Facilities Regulations.

#### Waste

Lidded waste bins clearly colour coded for different waste streams shall be provided by the service provider conveniently close to all working areas. Food waste and domestic waste containers shall be provided by the Contractor. The Contractor shall ensure that all waste arising from his own or his contractors' activities is promptly disposed of in the waste bins provided and not left lying on the site. The designated waste station is one (1) km from the kitchen. Refer Environmental work instruction for all facilities projects (Annexure B). The Contractor shall be responsible for the removal of all forms of waste from Marapong contractors' village kitchen premises to the designated disposal area, and disposal records must be kept.

The contractor is fully responsible for the disposal of Hazardous waste generated by their operation. This must be disposed of at a registered disposal area, and certificate must be provided.

The Contractor shall be responsible for the removal of contaminated or discarded waste from the kitchen site by a registered waste disposal contractor to designated site and shall acquire and keep record of the waste disposal certificates confirming that waste had been disposed of at a registered site.

### **MENU**

Breakfast meals consist of the following (served in dining halls)

500 ml milk

500 ml maas /mageu/juice

100g Starch (mielie meal /mabella /cereals) choice of 2

2 Eggs fried /scrambled /boiled

50g sauté potato

150g protein

100 ml Gravy

4 slices of bread (brown /white/low gi)

32g Margarine

20g Spread (Jam /peanut butter)

10g Ricoffy /1 tea bag

30g sugar (white /brown)

10g Coffee creamer

Condiments, plastic spoon, knife, fork and serviette

#### LUNCH MEAL

Main course:

250 no bone – 300g bone in protein (beef /chicken /fish /mutton)

100g starch raw weight (pap /samp /white rice /mealie rice)

100g vegetables

80g salad

500ml juice / mageu / milk/Maas

100ml gravy

1 seasonal fruit

Foil package, condiments, plastic spoon, knife, fork and serviette

Dinner is a two-course meal consisting of the following: (served in Marapong / Portion 7 / Extension  
30 dining halls)

Main course: same as lunch above

250g no bone – 300g bone in protein (beef/chicken/fish/mutton)

100g pap/white rice/samp/mealie rice

4 slices bread

100g vegetables

80g salad

500ml juice/mageu/milk/maas

100ml gravy

32g margarine

1 seasonal fruit

10g Ricoffy /1 tea bag

20g sugar

“Dessert” hot or cold dessert of any kind – Sundays only

Condiments, plastic spoon, knife, fork and serviette

#### Emergency/MONTH-END LUNCH/COLD PACK LUNCH

1 x easy open tin 190g (bully beef /fish)

4 slices bread

30g packet of crisps

30g peanuts

1 roll sweets

500ml juice

1 seasonal fruit

Condiments, plastic spoon, knife, fork and serviette

#### NUMBER OF MEALS TO BE PROVIDED (DAILY)

The current number of meals provided daily is approximately 3 000. The number of meals is expected to change over a 12-month period of the contract. This data is provided for information only as it is subject to change from time to time. The change in number of meals shall be regularly communicated to the Service Provider or contractor on monthly basis.

A maximum number of breakfasts, lunches, and dinners at any given time during the period of the contract will be determined and communicated to the Service Provider after every one-month period during the currency of the contract. The Service Provider would also be expected to provide midnight meals from Monday to Friday. The midnight meals must be transported to Medupi site between 18h00 and 20h00. The number of midnight meals shall be communicated to the contractor 48 hours in advance.

The number of emergency/month-end lunch will be equal to the number of lunches provided at Medupi site. These meals will be provided at the end of every other month on a pay long weekend. These meals would also serve as emergency back-up during the month should the Service Provider/Contractor is unable to prepare the usual meals because of unforeseen circumstances. The number of meals to be provided under these circumstances would be equal to the total number of meals produced daily. The menu for emergency meal and month-end are the same. These are not the usual hot meals, but rather cold pack lunches which are always readily available for emergency situations during the course of the month.

#### Staffing

The supply of the following:

- Organogram chart setting out the Service Providers proposed senior staffing (contractor's village and construction site)

- Schedule of staff and rates
- Histogram of staff distribution as per number of meals to be provided
  - CVs of Operations Manager and other key positions i.e.
  - Qualified Controller

### 1.1 Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
PPE	Personal Protective Equipment
SABS	South African Bureau of Standards

## 2 Management strategy and start up.

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

### 2.2 Management meetings

The contractor is obliged to attend Project SHE committee meetings held once a month at Marapong Eskom Contractors Housing (venue may change)

#### **Monthly quality cycle 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	As and when required	Marapong Contractors Village, Portion 7, and Ext 30	Contractor Manager, Safety Officer
Overall contract progress and feedback	As and when required	Marapong Contractors Village, Portion 7, and Ext 30	Contractor Manager and Contract Supervisor

Daily activities, planning and Progress	As and when required	Marapong Contractors Village, Portion 7 and Ext 30	Contractor Manager and Contract Supervisor

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

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

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

### 2.4 Provision of bonds and guarantees

N/A

### 2.5 Documentation control

All documentation will be uniquely identified with an alpha-numeric designation which makes a document easily accessible or retrievable. Contractual communication will be in the form of properly compiled letters or forms attached to emails and not as a message in the mail itself. The *Contractor* must provide the *Employer* with progress reports weekly of all technical work accompanied by signed job cards and form of all the work done for proper record keeping.

### 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to:

Eskom Holdings SOC Limited  
Medupi Facilities Department  
PO Box 5583  
Onverwacht  
Lephalale  
0557  
Vat 4740101508

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*.

The contract number and title.

*Contractor's* VAT registration number.

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List.

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

2.7 Contract change management

N/A

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

N/A

2.9 Insurance provided by the *Employer*

2.10 Training workshops and technology transfer

As per technical requirements

2.11 Design and supply of Equipment

N/A

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

None



#### 2.12.1 Information and other things

N/A

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

Task orders will be issued on monthly basis for routine works and for ad hoc requests.

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

#### 3.1 Health and safety risk management

*Contractors* and their sub-*Contractors* shall at all times ensure compliance with all relevant Occupational Health and Safety Act 85 of 1993, Group Capital Division Facilities-Medupi Projects Safety Health and Environmental Specifications for Contractors (Reference No: 240-60615756) and any regulations or by-laws of any local or statutory authority, ordinances, as well as client's procedures and other guidelines pertaining to the scope of work.

The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information:

In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub *Contractors*, and mandataries with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHS ACT")
- the contractor's SHE(Q) Policy
- the health and safety and Environmental plan prepared by the *Contractor* in accordance with the SHEQ Requirements and all other applicable requirements.

(The OHS Act, its Regulations and Eskom SHEQ related requirements are collectively referred to as the "SHEQ Requirements").

The *Contractor*, always, considers itself to be the "*Employer*" for the purposes of the OHS Act and shall not consider itself under the supervision or management of the *Employer* about compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is always responsible for the supervision of its employees, agents, Sub *Contractors*, and mandataries and takes full responsibility and accountability for ensuring they are competent,

aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.

The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Contractor* shall appoint a competent person who will liaise with the Eskom Safety/ Environmental Officer responsible for the premises relevant to this contract. The person so appointed shall, on request:

- Supply the Eskom Safety/ Environmental Officer with copies of minutes of all Health and Safety Committee meetings, whenever they are required to do so.
- Supply the Eskom Safety/Environmental 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.

The *Employer*, or any person appointed by the *Employer*, may at any stage during the period of this contract:

- Conduct health and safety and Environmental audits regarding all aspects of compliance with the SHEQ Requirements, at any site place of work, or the site establishment of the *Contractor*.
- Refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements.
- Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's* Representative.

The *Contractor* immediately reports any environmental incident as well as any threat to the environment of which it becomes aware at the Works or on the Site to the *Employer's* Representative

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 as well as provisions in the Facilities Safety Health and Environmental Management Systems.

The *Contractor* appoints a person, competent in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety/Environmental Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety as well as Environmental arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub *Contractors* or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHS Act.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHS ACT in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHS Act.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless

