



ESKOM HOLDINGS SOC LIMITED
(Reg No. 2002/015527/06)

and (Reg No.

for **Provision of cleaning service at Komati Power Station for
12 months**

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CONTRACT No.

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**[to be inserted from Returnable Documents at
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**[to be inserted from Returnable Documents at
award stage]**

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C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A : Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1 : N/A
		X17 : Low service damages
		X18 : Limitation of liability
		X19 : Task Order
		Z: Additional conditions of contract
		Special Condition
	of the NEC3 Term Service Contract (June 2005) ¹	
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
10.1	The <i>Service Manager</i> is (name):	
	Address:	Komati Power Station Private Bag Blinkpan 2250
	E-mail:	
11.2(2)	The Affected Property is:	Komati Power Station
11.2(13)	The <i>service</i> is:	Provision of office Cleaning for 12 months
11.2(14)	The following matters will be included	Dust

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

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	in the Risk Register:	Steam & PF leaks Wet floor due to water leaks Noise
11.2(15)	The Service Information is in:	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of:	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is:	2 days
	Urgent request (e.g. toilet papers and cleaning chemicals):	The contract must reply same day
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within:	Work plan to be submitted 1 week after contract award: <ul style="list-style-type: none"> • Start and end time • Signing in of time sheet • Employee roster • Check sheets for all areas • Servicing of equipment and Maintenance Plan • Chemical List & Equipment List • Proof of registration with National Contract Cleaners Association (NCCA) • Procedure for handling, storage & disposal of used chemical containers • Procedure for working at heights – when cleaning windows, walls, etc. • Working at heights training plan. • Supervisors CVs & Proof of qualifications
3	Time	
30.1	The <i>starting date</i> is:	TBA
30.1	The <i>service period</i> is:	12 months
4	Testing and defects	No data is required for this section of the conditions of contract.
5	Payment	
50.1	The <i>assessment interval</i> is:	25th day of each successive month.
51.1	The <i>currency of this contract</i> is the:	South African Rand
51.2	The period within which payments are made is:	4 weeks.
51.4	The <i>interest rate</i> is:	(i) zero percent above the publicly quoted

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		prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and	
6	Compensation events	(If the optional statement for this section is not used, no data will be required for this section)	
	These are additional compensation events:	1	No data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .	
8	Risks and insurance		
80.1	These are additional <i>Employer's</i> risks:	1. Change to works information	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table:	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance).	
83.1	The <i>Employer</i> provides these additional insurances:	as stated for "Format TSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248	
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248	
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to: or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .	
83.1	The minimum limit of indemnity for	As prescribed by the Compensation for	

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	insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	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)
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	Is in part 2: Pricing Data
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name) :	The Adjudicator will be appointed when the dispute arises
W1.2(3)	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)
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> 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 - Johannesburg
	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.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is:	Will be determined prior contract award
X2	Changes in the law	No data is required for this Option
X17	Low service damages	R 1000,00 per day
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	the amount of the deductibles relevant to the event described in the "Format TSC3"

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	damage to the <i>Employer's</i> property is limited to	insurance policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles in the <i>Employer's</i> assets and works / maintenance policies available on http://www.eskom.co.za/live/content.php?Item_ID=9248
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	2 weeks after the end of the <i>service period</i> .
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order for ad-hoc services (as and when required)
Z	The additional conditions of contract are	Z1 to Z11 always apply.
Z1	Cession delegation and assignment	

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Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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	Joint ventures
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Ethics
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , 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 <i>Contractor's</i> obligation to Provide the Service or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).

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Z4.2	<p>The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.</p> <p>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 <i>Employer</i> or other people or organisations and including in circumstances where the <i>Contractor</i> or any such member is removed from the an approved vendor data base of the <i>Employer</i> as a consequence of such practice.</p>
Z4.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z5	Confidentiality
Z5.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z5.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z5.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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.
Z5.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z5.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z6	Waiver and estoppel: Add to core clause 12.3:
Z6.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of

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	rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z7	Health, safety and the environment: Add to core clause 27.4
Z7.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property; • 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 the <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z8	Provision of a Tax Invoice and interest. Add to core clause 51
Z8.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer’s</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	Delete from the last sentence in core clause 61.3, “unless the <i>Service Manager</i> should have notified the event to the <i>Contractor</i> but did not”.

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Z10	<i>Employer's limitation of liability</i>
Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.
Z11	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z11.1	or had a judicial management order granted against it.

Special Conditions

Failure to provide office cleaning service due to any reason other than non-payment by Eskom: The client to get any available cleaning contractor to provide the office cleaning and pay the contractor from the amount to be paid to the existing cleaning contractor and if there is a difference in price, will be recovered from the contractor. Delay damages for R5000, 00 per day will apply.

Noncompliance to scope due to unavailability of cleaning chemicals, 2ply toilet paper & equipment's: The client to get any supplier to supply the unavailable cleaning chemicals or/and 2ply toilet papers or/and equipment and pay the supplier from the amount to be paid to the existing cleaning contractor.

Unavailability of Resources: Contractors to confirm the availability of resources in writing prior contract award. Failing to provide resources on the start of the contract, a penalty equivalent to 5% of the total contract value will apply.

Unavailability of resources (people, chemicals and equipment): Contractor to confirm the availability of resources in writing prior contract award.

Equipment – The client to verify the availability and condition of equipment Quarterly.

Chemicals – The client to verify the monthly supply of chemicals by use of checklist. If the above actions are not met, delay damages of R5000, 00 per day will apply.

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 TSC3 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" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, 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 Affected Property and the nature of the insurable event.
3. The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his 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 TSC3**' 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 or as intended by each of the listed insurances in the left hand column of

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the Insurance Table in clause 83.2. In terms of clause 83.1 “the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide”. 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. If Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.
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

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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
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
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

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

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The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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.

Options A or C	The offered total of the Prices exclusive of VAT is	
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is	
	(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance 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.

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Signature(s):			
Name(s):			
Capacity:			
For the tenderer:			
Name & signature of witness:			

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 C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	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 Returnable 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.

The tenderer shall within two weeks 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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s):	
Name(s):	

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Capacity:	
for the Employer:	Komati Power Station Private Bag Blinkpan 2250
Name & signature of witness:	Date:

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		

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:		Power Station Manager

Provision of Cleaning Services at Komati Power Station

On behalf of:		Komati Power Station Private Bag Blinkpan 2250
Name & signature of witness:	Nhlanhla Mbamba	Signature:
Date:		

C1.2 Contract Data

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	10%
	The <i>subcontracted fee percentage</i> is	10%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	As per scope of work
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	
C2.1	Pricing assumptions: Option A	
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

Provision of Cleaning Services at Komati Power Station

- 1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- 5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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 tendering contractor 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 an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

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.

C2.2 the price list

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT/12 MONTHS		
PRELIMINARIES AND GENERALS						
Site Establishment	Sum					
Safety File	Sum					
Site de-establishment	Sum					
Cleaning Equipment (Vacuum Cleaner) - Hiring x 5 Vacuums	Monthly					
Personnel Protective Clothing	No. of ppl					
Cleaning Chemicals (Include 2 ply soft high quality toilet paper)	Monthly					
SUB-TOTAL = B						
LABOUR COSTS			NO. OF PEOPLE ALLOCATED			AMOUNT/ 12 MONTHS
	UNIT	NO. OF MONTHS		RATE/PERSON	AMOUNT/MONTH	
Main building offices and Boardrooms	Monthly	12	3			
Operating support offices; Business Minded Boardroom; Two Boardrooms next to Coal lab; Engen offices	Monthly	12	2			
Rotek valve container offices; Park homes toilets next to chemical services	Monthly	12	1			
Medical Centre Offices and Examination rooms; Engineering park homes and boardrooms; Fire station	Monthly	12	2			
Common plant & electrical Engineering park homes and Old Risk Assurance Offices and Boardroom	Monthly	12	1			
Outage Offices & park homes and Boardroom(7 days); P&T building	Monthly	12	2			
Mill workshop & offices; Howden offices	Monthly	12	1			
OPS Training Centre Offices and lecture rooms; IBI building; PTM park homes next to OPS training	Monthly	12	2			
Permits Offices; Operating main control room, Water treatment plant offices; Old commissioning offices, Chemical Services (7 days a week)	Monthly	12	2			
Main stores building ,storerooms, boardroom, chemical storage areas and small office at petrol filling station and surrounding area	Monthly	12	3			
Old commercial buildings offices and boardroom; Roshcon offices behind old commercial building and park homes offices next to ABB	Monthly	12	2			
Actom main offices containers/park homes, workshop and Southey yard offices and eating area	Monthly	12	2			

MMD, EMD & Platter shop maintenance Workshops and Offices	Monthly	12	2			
Southey Offices; C&I maintenance offices at unit 9 1st floor; Roshcon/Nandi station cleaning offices at unit 6 1st floor; Roshcon offices at unit 5 ground floor (7 days)	Monthly	12	2			
Unit 9 1 st floor males and female toilets ; Unit 6 1st floor male & female toilets; Unit 5 1st floor male & female toilets; Unit 4 1st floor male & female toilets; Unit 9 turbine basement males and female toilets (7 days); Oil burner workshop, on line analyser rooms (1-9)	Monthly	12	3			
Male toilets next to Outage department; two park home toilets next to EMD workshop; Toilets building behind EMD workshop; platter shop park home toilets & shower (7 days a week); ladies toilets next to platter shop	Monthly	12	2			
Security coal gate guardhouse; Weighbridge; Coal stock yard park homes & toilets (7 days a week)	Monthly	12	1			
Park homes x 3 next to chemical services (PTM offices, Drehmo offices and ABB(C&I); Rotek building at unit 1, Rotek toilets at unit 1	Monthly	12	1			
Service building including multipurpose hall and Gym area	Monthly	12	3			
CMD park homes & buildings and boardrooms, IT offices, KKS workshop	Monthly	12	4			
Supervisor X 2	Monthly	12	2			
Provisional Amount for Weekends and Holidays Overtime	Monthly	12				
SUB-TOTAL = B						
TOTAL = A+ B (EXCLUIDNG VAT						

NB: Number of cleaners and supervisors will be reduced in September 2022 when the station shut down.

PART 3: SCOPE OF WORK

Document reference	Title
	This cover page
C3.1	<i>Employer's</i> Service Information
C3.2	<i>Contractor's</i> Service Information

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

Part 3: Scope of Work

C3.1: Employer's service Information

- 1 Description of the service**
- 2 Management strategy and start up**
Invoice, certificate of completion and certificates of waste disposal and soap drums
- 3 Health and safety, the environment and quality assurance**
- 4 Procurement**
- 5 Working on the Affected Property**

1. DESCRIPTION OF THE SERVICE

EXECUTIVE OVERVIEW

Provision of Cleaning Service at Komati Power Station for a period of 12 months.

2. BACKGROUND

Komati Power Station had outsourced the provision of office cleaning services for the last eight years. The critical items regarding this contract is compliance with general safety regulations 2(2) and Facilities regulations 9 of the OHS Act 85 of 1993 which requires Eskom to provide free of charge equipment and facilities as well maintain in a clean, hygienic and safe condition.

Therefore it is crucial to have a contractor that will comply with the requirements.

3. WORKS INFORMATION

The Contractor must execute the works according to the scope of work indicated below.

Office Cleaning

The team is to comprise of at least two Supervisors and Cleaners with the following requirements:

Supervisor

Two employees appointed as Supervisors with the following training & experience:

- Supervisory Skills
- Hazards Identification and Risk Assessment training
- Knowledge of Safety, Health, Environmental and Quality Management Systems
- 1 year or more experience in cleaning services environment
- Construction regulation
- Job observation
- Report writing skills
- Computer literate
- Hazardous chemicals substances
- Communication skills
- Mentoring & Coaching skills

- Incident investigation skills

Cleaners

Must be able to communicate in English or have understanding of English.

Description of service

All offices, control rooms, laboratories & boardrooms to be vacuumed / swept daily, furniture to be dusted & polished daily, cutleries/dishes to be washed twice daily and dustbins to be emptied twice daily. All offices and open plan area, passages, boardroom, toilets, tea rooms, reception area, waiting area, stairs, outside tiled area, guard houses and examination rooms to be cleaned daily.

4. A DETAILED DESCRIPTION OF 8 HOUR AREAS TO BE CLEANED

- Main Building Offices ground floor: Passages, stairs and Leadership Boardroom
 - 1st floor: Passages and stairs
 - 2nd floor: Passage and stairs
 - 3rd floor: Control room, toilets, kitchen, both permit offices, shift managers office and passages
- All escalators and stairs
- Medical Centre - All offices, examination rooms, tea room, waiting area, toilets and passages
- Security building: toilets, control room, reception area, waiting area, passages, outside tiled area, security guard houses (coal gate and main gate), access permit room and offices. Contractors access permit room.
- Ops training centre - All lecture rooms, tea rooms, toilets, offices and corridors.
- Stores Buildings (Main store, CMD Store and Siemens Store- All offices, passages, toilets, tea rooms, stairs, ground floor and 1st floor and Storage areas.
- Station Service building; All floors offices, open plan areas, stairs, reception area, Gym area, toilets, storerooms and boardrooms, showers, multipurpose area and tea rooms.
- CMD park homes: All offices, open plan areas, stairs, receptions area, toilets, storerooms and boardrooms and tea rooms.
- All buildings as list below - All offices and open plan area, passages, reception area, boardroom, toilets, store room and tea room.
- The 7 days cleaning services will be required in the areas indicated below:

Service to be rendered as follows:

- All kitchens to be cleaned daily, washing of dishes and emptying of dust bins included.
- All cutlery, crockery and dish cloths to be washed after use.
- Dish cloths to be sanitized twice a week
- All windows to be cleaned once a month.
- All toilets around the station to be cleaned and maintained in a hygienic state all times and to fill toilet papers in the toilet paper holders as soon as they are finish or twice a day.
- Walls to be cleaned weekly and when required.
- All doors & door frames to be kept clean all the time.
- Passages and corridors to be kept clean and mopped daily & scrubbed thoroughly monthly.
- Cleaning of the luminaries (offices and toilets) monthly.
- Shampoo cleaning of all carpets (Offices and boardrooms) monthly.
- Cleaning of possible spillages in offices “as and when required.” Except hazardous waste.
- Cleaning of kitchen cupboards and storerooms once per month.
- Removing of dust and spider webs on air conditioners and wall edges / corners using feather duster.
- Provision of a full time cleaner at the Medical Centre to attend to all cleaning requirements.
- Provision of full time cleaners at main building to clean the tea rooms on all the floors/level & control room, toilets at ground floor and control room as well as the passages frequently.
- Provision of full time cleaners at unit 1-9 both males & females toilets to clean the toilets frequently.
- Provision of vacuum cleaners that are suitable for industrial cleaning and not emitting a lot of noise

SUPPLIER DEVELOPMENT AND LOCALISATION REQUIREMENTS

Job Creation: for residents of Komati Village and nearby farms.

5. Requirements

5.1 Quality Inspections

Inspections shall be carried out on all the areas cleaned to ensure that the quality of work is maintained at all times. Checklist to be developed for all areas and sign off by supervisors daily after verifying that areas are cleaned as per the scope of work.

5.2 Environmental Management

All empty containers and hazardous chemicals must be handled according to procedures and disposed of as per the environmental regulations.

5.3 Health and Safety Management.

Contractor employees must comply with the station emergency preparedness procedure and all site related SHE requirements as stipulated in the SHE specification.

THE SCHEDULE OF CLEANING MATERIAL:

ITEM TO BE CLEANED	TYPE OF CHEMICALS TO BE USED	METHOD OF USE
Walls	Water, detergent	Manual, brush, cloth
Floors	Hot water, detergent	Manual, brush, mop
Doors	Hot water, detergent	Manual, brush, cloth
Windows	Windolene or similar window cleaning chemical	Manual, squeegee
Ceilings	Feather duster	Manual, brush, cloth
All wall cupboards	Clean out and keep free of rubbish.	Manual, brush, cloth
WAITING AREAS/RECEPTION AREAS		
Walls	Water, detergent	Manual, brush, cloth
Floors	If carpeted vacuum, if tiled sweep and mop	Use Vacuum cleaner or broom
Doors	Hot water, detergent	Manual, brush, cloth
Windows	Windolene or similar window cleaning chemical	Manual, squeegee
Ceilings	Feather duster	Manual, brush, cloth
ABLUTION BLOCKS		
Walls	Water, detergent	Manual, brush, cloth
Floors	Hot water, detergent	Manual, brush, mop
Doors	Hot water, detergent	Manual, brush, cloth
Windows	Windolene or similar window cleaning chemical	Manual, squeegee
Ceilings	Feather duster	Manual, brush, cloth
Toilets	Hot water, detergent and disinfectant	Manual, brush, cloth
Hand basins	Hot water, detergent and disinfectant	Sanitize daily
Urinals	Use toilet cleaning chemical i.e. Deo blocks	Sanitize daily
KITCHENS		
Walls	Water, detergent	Manual, brush, cloth
Floors	Hot water, detergent	Manual, brush, mop
Doors	Hot water, detergent	Manual, brush, cloth
Windows	Windolene or similar window cleaning chemical	Manual, squeegee
Ceilings	Feather duster	Manual, brush, cloth
Hand basin	Use anti bacterial chemicals	Manual, sanitize daily
Receptacles	All receptacles to be emptied, cleaned and refitted with black bin liners. Lids to be replaced	Manual, sanitize daily
Drains	Remove dirt by using drain cleaner	Manual, sanitize weekly

ITEM	DECSRIPTION	FREQUENCY
1	CARPETING:	
	Vacuum clean with portable machine	Daily (5 days a week)
	Shampoo cleaning followed by steam cleaning of all areas	monthly
	Ditto for corridors, entrance foyers, heavy traffic areas	monthly
	Spot clean marks, all areas	Weekly
2	FLOORS- CERAMICS:	
	Sweep and mop with a damp mop	Daily (5 days a week)
	Machine scrub	Weekly
	Polish	As necessary
3	FLOORS CONCRETE:	
	Sweep daily	Daily (5 days a week)
	Sweep oily areas with wood shavings	As required
4	WASTE DISPOSAL:	
	Empty and clean wastepaper bins	Daily (5 days a week)
	Remove all waste	Daily (5 days a week)
5	DUSTING:	
	Dust all low level horizontal surfaces	Daily (5 days a week)
	Dust all high level vertical surfaces	Daily (5 days a week)
	Use a damp mop on all horizontal surfaces	Weekly
	Dust all vertical surfaces, walls, cabinets	Weekly
	Vacuum clean vertical carpet surfaces	Weekly
	Dust and damp-wipe Venetian blinds	Weekly
	Dust and wipe with damp cloth all telephone instruments, PC's and photo copiers	Daily (5 days a week)
	Sanitize all telephone instruments	Weekly
6	WALLS AND PAINT WORK:	
	Dust removal	Daily (5 days a week)
	Removal of finger-marks	Weekly
	Dust wood panels	Daily (5 days a week)
	Damp wipe wood panels	Weekly
	Wipe tiled surfaces	Daily (5 days a week)
	Wash tiled surfaces	Weekly
7	GLASS DOORS, PARTITIONS, WINDOWS AND METAL WORK:	
	Spot clean glass doors	Daily (5 days a week)
	Spot clean partitions glass	Daily (5 days a week)
	Clean main doors and partitions at the entrances	Daily (5 days a week)
	Clean exterior faces of external windows	Monthly
	Clean interior faces of external windows	Monthly
	Clean both faces of partitions and glass doors	Weekly
	Clean all frames and fittings in traffic areas	Weekly

8	ENTRANCES AND FOYERS:	
	Clean main entrances	Daily (5 days a week)
	Sweep entrances, wash if necessary	Daily (5 days a week)
	Clean door mats	Daily (5 days a week)
	Main Security building entrance foyers	Daily (7 days a week)
9	STAIRS AND LANDINGS:	
	Dust hand rails	Daily (5 days a week)
	Sweep stairs and mop area	Daily (5 days a week)
10	TOILETS:	
	Empty and clean waste bins	Daily (5 days a week)
	Clean and sanitize all toilet bowls, seats and covers	Daily (5 days a week)
	Clean and sanitize all urinals	Daily (5 days a week)
	Spot clean walls, doors and partitions	Daily (5 days a week)
	Clean and polish bright metal fittings	Daily (5 days a week)
	Exposed pipe fittings must be damp wiped	Daily (5 days a week)
	Use hot water, detergent and disinfectant to mop the floors	Daily (5 days a week)
	Main Security Building including coal gate, Main Building, Coal stockyard, unit 1-9 Toilets, Permit office, Workshops, Old commissioning offices, Outage, Roshcon offices in the plant	Daily (7 days a week)
11	MISCELLANEOUS:	
	Vacuum furniture upholstered in cloth	Weekly
	Damp wipe and shine desk tops and wooden furniture	Daily (5 days a week)
	Dust exposed light fittings	Monthly
	Dust and damp wipe air conditioners	Weekly
12	KITCHEN AREA:	
	Sweep and mop the floors	Daily (5 days a week)
	Empty and clean all waste bins	Daily (5 days a week)
	Dish washing	Daily (5 days a week)
	Clean cupboard surfaces	Daily (5 days a week)
	Clean basins	Daily (5 days a week)
	Spot clean all low surfaces including cabinets	Daily (5 days a week)

6. DELIVERABLES

- The Contractor should be compliant to Eskom & Statutory requirements.
- The employees are expected to bring their own personal protective clothing to go to the plant.
- The contractor must provide MSDS to Service Manager of all cleaning chemicals to be used before they can be allowed on site. The MSDS must comply with the requirements of the Occupational Health & Safety Act of 85 of 1993 before they are allowed on site.

1.1 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
MSDS	Material Safety Data Sheet
SHE	Safety Health and Environment
SHEQ	Safety Health Environment and Quality

2 Management strategy and start up.

2.1 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 **Account payable** and include on each invoice the following information:

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

2.2 Contract change management

The scope is considered adequate for the current circumstances but the possibility exists for the inclusion of additional areas requiring service in the future as the business grows and there is a need to include the service to other areas in the scope.

2.3 Training workshops and technology transfer

The supplier is to ensure that all the employees used are trained. The training should be as follows but not limited to the following basic requirements:

- a. Handling of hazardous chemicals.
- b. Use of personal protective equipment.

2.4 Quality assurance requirements

Quality Inspections

Inspections shall be carried out on all the work to ensure that the quality of work was maintained at all times. Supervisors to inspect cleaned areas daily and sign off inspection checklists.

3 Procurement

3.1 People

Maximum of 45 people including supervisors should be employed (Females and Males) to provide service. Supplier to provide replacement in cases where there is shortage of cleaners for whatever reason.

3.1.1 Correction of defects

Damaged equipment to be replaced by new ones or repaired. Areas not cleaned properly to be re-cleaned under the supervision of the supervisor.

3.1.2 Plant & Materials provided “free issue” by the *Employer*

Water
Ablution facilities
Electricity

4 Working on the Affected Property

Comply with Eskom Life Saving Rules and must attend induction yearly.

4.1 Employer’s site entry and security control, permits, and site regulations

The supplier employees must sign in at the security gate every time they come on site. They must produce ID and induction forms.

4.2 People restrictions, hours of work, conduct and records

The supplier is to provide the service during working hours and on weekends and public holidays.

4.3 Health and safety facilities on the Affected Property

Supplier employees must comply with the Station emergency preparedness procedure and all site related SHE requirements.

4.3.1 Provided by the *Employer*

The Employer is to provide the supplier with the services and facilities such as Water, Ablutions and Security arrangements.

4.4 Control of noise, dust, water and waste

Employee to wear the required personal protective equipment when going to the plant where there is noise and dust. Provision of vacuum cleaners that are suitable for industrial cleaning and not emitting a lot of noise

All waste must be handled according to procedure and disposed of as per the Environmental regulations. Empty chemicals container to be removed from site and disposed of as per the regulation.

4.5 Tests and inspections

4.5.1 Description of tests and inspections

The visual inspections of all work undertaken shall be done prior to the completion of the services daily. Supervisors to inspect cleaned areas daily and sign off inspection checklists.

4.6 Meetings

Monthly safety meetings and daily tool box talk to be held by the contractor. Supervisor to attend monthly executive SHEQ meeting as well as Risk & Assurance departmental SHEQ meeting.