

SCOPE OF WORK

**PROVISION OF PR, MARKETING, CREATIVE & MEDIA PLACEMENT SERVICES FOR
TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET
PILPELINES (HEREINAFTER REFERRED TO AS "TPL") FOR HEAD OFFICE AND ALL TPL
DEPOTS FOR A PERIOD OF TWO (2) YEARS**



09/12/2024

TABLE OF CONTENTS

1. GLOSSARY OF TERMS	3
2. INTRODUCTION	4
3. SCOPE OF REQUIREMENTS.....	4
4 COPYRIGHT & INTELLECTUAL PROPERTY.....	8
5. HEALTH & SAFETY COMPLIANCE	8

1. GLOSSARY OF TERMS

PR	Public Relations
CEO	Chief Executive Officer
PDF	Portable Document Format
JPEG	Joint Photographic Experts Group
Open Files	Raw files that are currently in use or being accessed by a program or operating system and are in high resolution.
NKP	National Key Point

2. INTRODUCTION

Transnet Pipelines (TPL) is an operating division of Transnet SOC Limited. TPL manages, operates and maintains 3800 km of pipelines and the associated infrastructure that transports crude oil, petrol, aviation turbine fuel, diesel and gas through a network traversing 5 provinces. TPL has the responsibility to conduct effective public awareness programmes regarding its operations to enhance public safety, servitude awareness, emergency response coordination and improved organisational reputation. This is achieved through targeted campaigns. In addition, TPL's business objectives require the provision of a "through the line" advertising strategy involving both above and below the line communications.

This strategic approach allows brand engagement with identified target audiences at multiple points (for example, the customer will see the television commercial, hear the radio advert and be handed a flyer on the street corner). This enables an integrated communications approach with internal and external audiences where consistent messaging across multiple media platforms create a positive brand awareness of TPL.

The Corporate Affairs Department in TPL provides business and marketing communication services that support business objectives and enables TPL to deliver on its brand promise.

3. SCOPE OF REQUIREMENTS

The Corporate Affairs Department seeks to appoint an agency to provide PR, Marketing, Creative, and Media Placement Services as well as other related services aimed at providing bespoke communication solutions for Transnet Pipelines, including the electronic deployment of information across a range of platforms to TPL's internal and external stakeholders.

3.1 PR & Marketing Communication

- 3.1.1 Detailed implementation planning including support of various internal and external business campaigns e.g. servitude awareness campaign, land liaison newsletters, client newsletters, exhibition material, etc.
- 3.1.2 A formal brand strategy review must be presented annually and covering achievement of the communication objectives and not only media performance.
- 3.1.3 Develop and execute creative marketing and collateral material inclusive of print ads, design, publications, videos, digital requirements, marketing material, servitude awareness and other campaigns and printed business requirements.
- 3.1.4 The agency shall develop, design and package content messages and high-resolution images to be used at TPL promotional activities and exhibitions. Such image shall be supplied in the most appropriate format.
- 3.1.5 Be proactive in communicating TPL's achievements and developments to stakeholders on an on-going basis.
- 3.1.6 Integrate public relations, and engagement with TPL's stakeholders and communities, into marketing strategies and campaigns – ensuring that paid-for communication is also shared to other public relations channels.
- 3.1.7 Advanced graphic designing – including illustrations and motions, copywriting, translation, production of communication promotional material for campaigns and messaging; and any other creative work as required.

- 3.1.8 Execution of broadcast activities – preproduction, production, and postproduction services, including Scriptwriting, Graphics, Motion Graphics and title creation, Video insert production, Director and studio crew, Digital postproduction editing and Sourcing professional presenter(s) for anchoring the programme.
- 3.1.9 Draft press releases, statements and speeches.

3.2 Crisis Communication Management

- 3.2.1 Assist with providing strategic guidance and direction into the crisis communication response plan.
- 3.2.2 In close consultation with the TPL, formulate media responses and compile all reactive communications queries that requires TPL’s attention. These responses would be crafted by the service provider, reviewed by the TPL Corporate Affairs, and signed-off by the TPL CEO before being issued to appropriate media.
- 3.2.3 Tracking of communication and evolution of the story.
- 3.2.4 Trouble-shoot potential media problems by maintaining contact with key editorial decision- makers.
- 3.2.5 Raise the TPL profile through a range of media interventions, if required, during the crisis communication response.
- 3.2.6 Manage press conferences or media announcements, if required during the crisis communication response.
- 3.2.7 Build and maximize relations with key media stakeholders, with a view to rebuilding/re-enforcing the positive image of TPL.
- 3.2.8 Facilitate TPL’s interaction with the media, where required, during the crisis communication response; and
- 3.2.9 Ensure any interventions are discussed and approved by the TPL Corporate Affairs Department.

3.3 Creating Brand Awareness

- 3.3.1 The advertising agency is required to assist in developing a brand positioning strategy for the TPL brand. The strategy should address the key brand values, brand essence and brand architecture (inter-relationships) for various target audiences. The brand positioning strategy must be reviewed annually.
- 3.3.2 The advertising agency should identify and analyses tactical opportunities for TPL to participate on an on-going basis. This should include above-, below- and through-the-line.
- 3.3.3 The advertising agency shall ensure the quality of all executions.
- 3.3.4 Responses to creative briefs must be based on: (1) the brief; (2) on brand soul; and (3) on the TPL Marketing Strategy.
- 3.3.5 The advertising agency is to check the quality of all work before it is submitted to TPL – this includes the work done by third-party partners / sub-contractors. The advertising agency shall inform TPL and get TPL’s approval before sub-contracting services to third-party partners.

3.4 Media Strategy Development

- 3.4.1 Generate relevant content based on TPL’s operating model and programmes across all

its pipeline operations. The content must be developed and purposed for campaigns targeting outdoor, print media, broadcast media and digital media. This may include profiling of executive, supported by opinion pieces, and thought leadership platforms.

- 3.4.2 Identify above-the-line, below-the-line and through-the-line, advertising opportunities to promote TPL's reputation, this includes buying of editorial space in relevant publications and platforms.
- 3.4.3 The agency is to analyze, interpret and execute the TPL brief; develop advertising strategies, develop project plans with timelines, creative concepts, and mood-boards, and manage production, execution thereof and solicit sign-off from TPL.
- 3.4.4 The agency is expected to have good knowledge of media trends and their relevance to TPL and the pipeline industry. Such must be presented annually with the brand strategy review.

3.5 Media Buying, Brand Positioning / Creating a Safety Awareness on SERVITUDES AND PIPELINE SAFETY AWARENESS

- 3.5.1 Media buying and placement - the agency to liaise directly with all media houses (these include online, broadcast, outdoor advertising, and traditional media) to make space bookings on behalf of TPL, for adverts, disburse material and manage the placement / flighting of such.
- 3.5.2 The media placement agency is required to assist to identify appropriate media platform for the **safety awareness on servitudes and pipelines** for the TPL brand. The media should reach the target audiences. The brand positioning strategy must be reviewed annually.
- 3.5.3 The agency shall submit a media plan upfront to TPL for acceptance and shall confirm and pay Media Houses for the space booking on behalf of TPL. TPL shall reimburse the agency accordingly – paying the total cost of media placement and agency fee/commission.
- 3.5.4 Graphic designing and layout of media adverts.
- 3.5.5 The agency should revert to TPL with a draft artwork for approval and stick to agreed times for delivery of such. Once the designs are complete, TPL will sign-off and approve artwork.
- 3.5.6 All design concepts remain TPL's intellectual property.
- 3.5.7 Agency shall send TPL a digital copy in PDF format and open files to the artwork using One Drive.
- 3.5.8 The agency shall familiarize itself with the Transnet Corporate Identity Directives and shall ensure that brand application is always correct in terms of the brand mark, colour, font type, positioning, and application of the TPL logo.
- 3.5.9 The agency shall revert with evidence (tear sheets) after media placement(s), detail reach of the media placement, media exposure, Opportunity-To-See, reach, impact, frequency, and meeting objectives.
- 3.5.10 The agency shall verify that placements took place as per the media plan and attach tear sheets to the relevant invoices for such. No media payments will be made without copies of the relevant tear sheets.
- 3.5.11 The agency is to check the quality of all work before it is submitted to TPL – this includes the work done by third-party partners / sub-contractors. The agency shall inform TPL and get TPL's approval before sub-contracting services to third-party partners

3.6 Media Training

- 3.6.1 Develop a cost-effective programme for media training of 20 TPL personnel management. The programme must be in line with the TPL operating model and strategic objectives.
- 3.6.2 Agency should ideally appoint a season media professional with over 20 years in the industry. The professional must have a three-year qualification in media studies or related and has worked as a journalist for mainstream media including, broadcast, print and online.
- 3.6.3 Provide trainees with reading material, outline the training plan and scope of training, issue certificates of attendance for each trainee, and submit a closing report at the end of the training to TPL.
- 3.6.4 Provide coaching through simulating real live media interview situations and ask difficult questions in a crisis simulation.
- 3.6.5 Provide interview tips by preparing a TPL personnel for an interview, as and when required.
- 3.6.6 Provide and share insider secrets, tips, and tricks to understand how Reporters/Journalists think and work.
- 3.6.7 Provide advanced concepts that are pertinent for media interviews, including using relevant video clips of practical examples of good and bad media interview performance.
- 3.6.8 Conduct in a structured format a presentation on how the media industry operates including but not limited to messaging, proof points, news angles, media insight and more.
- 3.6.9 Handle sensitive topics and crisis interviews.
- 3.6.10 Prepare and articulate key messages on specific development work focus areas and reinforce them with credible and memorable examples tailored for different audiences.
- 3.6.11 Facilitate, coordinate, and conduct media training for TPL leadership. TPL will provide schedule media training and advise the agency.
- 3.6.12 Provide latest trends on interview styles, technology, and voice-overs.

3.7 Develop and Maintain Comprehensive TPL Media Database

- 3.7.1 The agency must develop and shall keep a comprehensive media database. The database should cover all media platforms (print, online, broadcast] and geographical regions [national, regional, and international).
- 3.7.2 The database should be categorized as Fuel, Oil & Gas related international media, community, and national media.
- 3.7.3 A database must be developed for all the provinces where TPL has presence.
- 3.7.4 The database should be updated regularly and shared with TPL as and when required.
- 3.7.5 TPL reserves the right to ownership of the media database upon completion of the contract.
- 3.7.6 The database remains TPL's intellectual property, upon completion of the contract.

3.8 Photography/Operational Photoshoot

- 3.8.1 The agency to conduct professional operational shoot across TPL and collate image library of TPL corporate, pipeline specific, sectorial, commodities, and services.
- 3.8.2 The agency shall provide an experienced photographer who will take ariel shots including drone footage of all TPL operations using the latest technology.
- 3.8.3 The photographer shall take TPL specific pictures covering operations, infrastructure, services, people and SHEQ to mention but a few.
- 3.8.4 The pictures must be in high resolution quality and shared with TPL in pdf, jpeg or any compatible format not exceeding 8MB per image. These pictures must be edited before sending to TPL.
- 3.8.5 Pictures must be in a folder and labelled according to the specific location where the pictures were taken. For instance, each Depot must have a folder.
- 3.8.6 Pictures must be shared with TPL using One Drive or appropriate and secure sharing mechanism.
- 3.8.7 All pictures taken remain TPL's intellectual property.
- 3.8.8 Service provider will be subjected to clearance checks and vetting prior to accessing NKP sites.

4 COPYRIGHT & INTELLECTUAL PROPERTY

TPL is the sole owner of all content and materials developed under this RFQ. TPL retains the distribution rights to any content or materials, to exercise as it deems appropriate. Selected partner(s) may not use, reuse, distribute, publish, or base derivative works upon such materials without prior written consent of TPL. All completed creative design work to be supplied to TPL in an editable open file format.

5 HEALTH & SAFETY COMPLIANCE

The following documents are required for health and safety purposes:

- Signed Indemnity Letter
- Applicable appointment letters (non-construction related)
- Police clearance – criminal record screening (NKP requirement)
- ID copies of individuals who will be on site.
- Equipment list
- Valid medical certificates of fitness
- Flame retardant PPE , Safety boots and hardhats for working in operational areas.

Bidders must complete Section 37 Occupational Health and Safety Act 85 of 1993 Form attached.



Mandatory Agreement

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

AGREEMENT WITH MANDATORY In terms of Section 37(1) & (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

Transnet SOC Ltd
(Hereinafter referred to as the Employer)

AND

(Hereinafter referred to as Mandatory (Principal Contractor))

Compensation Fund Number :

Project Name :

TABLE OF CONTENTS

- 1. DEFINITIONS**
- 2. INTERPRETATION**
- 3. REPORTING**
- 4. WARRANTY OF COMPLIANCE**
- 5. APPOINTMENTS AND TRAINING**
- 6. SUPERVISION, DISCIPLINE AND REPORTING**
- 7. ACCESS TO THE OHS ACT**
- 8. COOPERATION**
- 9. WORK PROCEDURES**
- 10. HEALTH AND SAFETY MEETINGS**
- 11. COMPENSATION REGISTRATION**
- 12. MEDICAL EXAMINATIONS**
- 13. INCIDENT REPORTING AND INVESTIGATION**
- 14. SUBCONTRACTORS**
- 15. SECURITY AND ACCESS**
- 16. FIRE PRECAUTIONS AND FACILITIES**
- 17. ABLUTION FACILITIES**
- 18. HYGIENE AND CLEANLINESS**
- 19. NO NUISANCE**
- 20. INTOXICATION NOT ALLOWED**
- 21. PERSONAL PROTECTIVE EQUIPMENT**
- 22. PLANT, MACHINERY AND EQUIPMENT**
- 23. NO USAGE OF EMPLOYER'S EQUIPMENT**
- 24. TRANSPORT**
- 25. CLARIFICATION**
- 26. DURATION OF AGREEMENT**
- 27. NON COMPLINCE**

28. HEADING

PREAMBLE

WHEREAS section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

AND WHEREAS Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

AND WHEREAS TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

NOW THEREFORE the parties agree as follows;

1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 **"Act"** means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 **"Agreement"** means this Mandatory agreement;
- 1.3 **"Contractor "** means the Mandatory;
- 1.4 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 **"Effective Date"** means the date of signature of this Agreement by the last party signing hereto;
- 1.6 **"Employer"** refers to TRANSNET SOC LTD;
- 1.7 **"Mandatory"** means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 **"Parties"** means TRANSNET SOC LTD and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;
- 1.9 **"Principal Contract"** means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.11 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 **"Services"** means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 **"TRANSNET SOC LTD"** means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

2. INTERPRETATION

- 2.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 2.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

3. REPORTING

- 3.1 The Mandatary and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

4. WARRANTY OF COMPLIANCE

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

5. APPOINTMENTS AND TRAINING

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. SUPERVISION, DISCIPLINE AND REPORTING

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is 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 his employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

7. ACCESS TO THE OHS ACT

- 7.1 The Mandatary shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. COOPERATION

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

10. HEALTH AND SAFETY MEETINGS

- 10.1 If required in terms of the OHS Act, the Mandatary shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, provide health and safety representatives to attend the Employer's health and safety committee meetings.

11. COMPENSATION REGISTRATION

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

14. SUBCONTRACTORS

- 14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
- 14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

15. SECURITY AND ACCESS

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.

- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

17. ABLUTION FACILITIES

- 17.1 The Mandatary shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

18. HYGIENE AND CLEANLINESS

- 18.1 The Mandatary shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. NO NUISANCE

- 19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

20. INTOXICATION NOT ALLOWED

- 20.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

21. PERSONAL PROTECTIVE EQUIPMENT

- 21.1 The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

22. PLANT, MACHINERY AND EQUIPMENT

- 22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

23. NO USAGE OF THE EMPLOYER'S EQUIPMENT

23.1 The Mandatary hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

24. TRANSPORT

24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

26. DURATION OF AGREEMENT

26.1 This Agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Employer's premises.

27. NON COMPLIANCE WITH THE AGREEMENT

27.1 If the Mandatary fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,

271.1 to suspend the main Agreement; or

27.1.2 To claim immediate performance and/or payment of such obligations.

27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

28. HEADINGS

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

Thus done and signed

at _____ on the _____ day of _____ 201__

For and on behalf of the Employer

Witnesses:

1. _____

2. _____

at _____ on the _____ day of _____ 201__

for and on behalf of the Mandatary

Witnesses:

3. _____

4. _____