



NEC3 Term Service Contract (TSC3)

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and _____
(Reg No. _____)

for **Monthly Service, Maintenance, Repairs and New
Installations of Emergency Red Phones at ERI Rosherville
Farm for a duration of 4 years**

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CONTRACT No.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.2a Contract Data provided by the <i>Employer</i>	
C1.2b Contract Data provided by the <i>Contractor</i>	

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:

Monthly Service, Maintenance, Repairs and New Installations of Emergency Red Phones at ERI Rosherville Farm for a duration of 4 years

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	R
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(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.

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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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 and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

**for the
Employer** **Eskom Rotek Industries SOC Ltd**
Roshland Office Park, Lower Germiston Road, Rosherville, Johannesburg

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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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	Not Applicable	

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:

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

For the Employer

**Eskom Rotek Industries SOC Ltd
Roshland Office Park, Lower Germiston
Road, Rosherville, Johannesburg**

(Insert name and address of organisation)

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:	
	dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Rotek Industries SOC Ltd (reg no: 1990/006897/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Roshland Office Park Lower Germiston Road Rosherville Johannesburg 2094 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 – 629 4000
10.1	The <i>Service Manager</i> is (name):	Nyakallo Tema
	Address	Roshland Office Park Lower Germiston Road Rosherville Johannesburg
	Tel	011 – 629 8000
	e-mail	temana@eskom.co.za
11.2(2)	The Affected Property is	Eskom Rotek Industries, Rosherville Office

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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Park, Lower Germiston Road, Rosherville,
Johannesburg

11.2(13)	The service is	Monthly Service, Maintenance, Repairs and New Installations of Emergency Red Phones at ERI Rosherville Farm
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Material Falls 2. Exposure to high levels of noise 3. Motor vehicle accidents 4. Contact with overhead and underground Services 5. Progress of the work against on task order programme 6. Non-compliance with SHEQ
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	1 calendar week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 calendar week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	48 months ending on _____
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly between the 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	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (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 _____

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. Damage to equipment when execution is in progress 2. Damage to the property
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 calendar weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

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Address	TBA
Tel No.	TBA
Fax No.	TBA
e-mail	TBA

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
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	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	TBA		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.85	Labour Table C-3	SEIFSA
		0.15	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The amount for low performance damages are:	<u>Amount</u>	<u>Performance Level</u>	
		2.5% per Task Order Value	5% of service delivered is of substandard performance/delayed in terms of the task order programme	

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		3.5% of Task Order Value	10% of service is delivered at substandard Performance/delayed in terms of the task order programme
		5% of Task Order Value	Above 10% of service is delivered at substandard Performance/delayed in terms of the task order programme
X18	Limitation of liability		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	R0.0 (zero Rand)	
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	the amount of the deductibles relevant to the event	
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">• the total of the Prices at the Contract Date and• the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles	
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The Contractor's total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the Contractor is liable under this contract for	
		<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 Employer's property, Plant and Materials),• death of or injury to a person and• infringement of an intellectual property right.	
X18.5	The end of liability date is	12 months after the end of the service period.	
X19	Task Order		

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X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 calendar days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* 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 *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z3.1 Where a change in the *Contractor*'s legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor*'s B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* 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 *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the

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Contractor disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the service period, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the service. Without limitation the *Contractor*:
 - accepts that the *Employer* 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 service; and
 - undertakes, in and about the execution of the service, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the service, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 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 in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment

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equal to that stated in the payment certificate.

- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (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 *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

Z9 Employer's limitation of liability

- Z9.1 The *Employer*'s liability to the *Contractor* for the *Contractor*'s indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor*'s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z10.1 or had a business rescue order granted against it.

Z11 Ethics

For the purposes of this Z-clause, the following definitions apply:

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid

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an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z_12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer</i> 's property	The replacement cost where not covered by the <i>Employer</i> 's insurance. The <i>Employer</i> 's policy deductible as at Contract Date, where covered by the <i>Employer</i> 's insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer</i> 's insurance. The <i>Employer</i> 's policy deductible as at Contract Date, where covered by the <i>Employer</i> 's insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer</i> 's insurance.

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	The Employer's policy deductible as at Contract Date, where covered by the Employer's insurance.
The Contractor's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service	<p>Loss of or damage to property The replacement cost</p> <p>Bodily injury to or death of a person The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

86.1 The Employer provides the insurances stated in the Insurance Table B

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage	Per the insurance policy document

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Terrorism	
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Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

For the purposes of this Z-clause, the following definitions apply:

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing,

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Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OEASM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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 The <i>subcontracted fee percentage</i> is	10% 0%
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:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

**CV's (and further key person's data including
CVs) are in _____.**

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	the document called 'Price List' in Part 2 of this contract.
11.2(19)	The tendered total of the Prices is	R

PART 2: PRICING DATA**TSC3 Option A**

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (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 and • where 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*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which 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;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the service for the tendered total of the

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Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

Item	Description	Unit	Qty	Rate	Amount
	REQUIREMENTS				
	The service of the Analogue Emergency Red phones shall be done in compliance with the latest amendments of the following acts and Regulations:				
	The Occupational Health and Safety Act, Act No: 85 of 1993				
	·The Local Municipal By-Laws and Regulations – Act 32 of 2000				
	AHJ – Authority Having Jurisdiction				
	The Local Fire Regulations – Joburg EMS- (Chapter 2 Clause (5)				
	NBR – National Building Regulation –SABS 0400 of 1990				
	·PART T Fire Protection, T1 (a)				
	· Applicable I.C.A.S.A. regulations- (Independent Communications Authority of South Africa).				
	<u>Contractual Obligations</u>				
	Submission of SHEQ File inclusive of Team medicals, Appointments, competencies , Inductions etc.	Item	1		
	<u>SCOPE OF WORKS</u>				
	<u>New Installations</u>				
	<u>Bicycle shop</u>				
1	Supply and install 32 x pair Analogue Underground Telephone Cable	m	500		
3	Supply and install new DB draw box	No	8		

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4	Supply and Install Telephone wire Connection boxes	No	8		
5	Supply and installation of 10 way Krone High Bands	No	8		
6	Supply and installation of Surge protectors	No	8		
	<u>Blesbok & Bosbok</u>				
7	Telephone cable 750m 16 pair Under Ground Analogue	m	750		
8	Supply and install 10 X Port test and patch Krone Block	no	10		
9	Supply and Install 10 way Surge Protector	no	10		
10	Supply and Install Red Analogue Telephone Unit	no	6		
	<u>Canteen</u>				
11	Telephone cable 500m 8 pair Under Ground Analogue	m	500		
12	Supply and Install 10 Port test and patch Krone Block	no	4		
13	Supply and Install 10 way Surge Protector	no	4		
15	Supply and Install Red Analogue Telephone Unit	no	4		
	<u>RMF, ERI LOGISTICS & 600 TON</u>				
16	Telephone cable 20pair Under Ground Analogue -RMF	m	450		
17	Supply and Install Telephone cable 8 pair Under Ground Analogue	m	350		
18	Supply and Install 10 Port test and patch Krone Block	no	7		

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19	Supply and Install 10 way Surge Protector	no	7		
20	Replace Red Analogue Telephone Unit @ 600 ton test bay	no	8		
21	Installation Labour and Supervisor Cost of all the new installation including testing, commissioning and issuing of all testing certificates and warranties	sum	1		
	<u>Monthly service of all the red phones. Services to include repairs of minor defects and issuing of service, maintenance report and test certificates and warranties.</u>				
22	Service all Emergency Red phones as per the scope of works	Month	48		
	CALL OUT				
23	Call out fee per hour	hr	500		
	TOTAL EXCLUDING VAT				

Total of the Prices for Part 1

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

2 Executive overview

The Contractor will be responsible for the servicing, maintenance, repairs and new installation of emergency red phones at Eskom Rotek Industries, Rosherville Office Park.

3 Employer's requirements for the service

1. Description of the service

The servicing of Analogue Emergency Red phones shall be done in compliance with the latest amendments of the following Acts and Regulations:

The Occupational Health and Safety Act, Act No: 85 of 1993

The Local Municipal By-Laws and Regulations – Act 32 of 2000

AHJ – Authority Having Jurisdiction

The Local Fire Regulations – Joburg EMS-(Chapter 2 Clause (5)

NBR – National Building Regulation –SABS 0400 of 1990

·PART T Fire Protection, T1 (a)

· Applicable I.C.A.S.A. regulations- (Independent Communications Authority of South Africa).

Maintenance on Red Emergency Analog telephony Eskom Rosherville

The below tables the requires maintenance process on the Eskom Rosherville Industries Red Emergency telephones which are running on Cisco unified IP telephone network and on the Analog telephone wired network. Maintenance work to be carried out on both Cisco Switch E1 ports, on Analogue test a patch blocks and on the analogue cable infrastructure of the compass LAN.

Monthly Maintenance interval Process (maintenance steps to be carried out on site)

1. Identifying all DB (distribution boards) and TP (termination point) internally and externally within the Rosherville farm.
2. Telephone lines to be tested from the test and patch blocks exchange to the user to ensure there is no static and the messages relayed will be clear.
3. Ensure that all multi pair indoor, outdoor, underground and Aerial horizontal tie cables are tested and positioned within The TIA industry standard.
4. Cables that are identified of where oxidation is taking place on specific spares (legs) must be removed in its entirety and replaced.
5. Inter and cross cable (jumpers) are kept at colour standard (black jumper wire for strictly Red emergency telephone analogue lines)
6. Telephone analogue network have multiple points of failure taking into account what is the minimum voltage to transport the actual analogue signal for the user to interpret the message without destruction.

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7. Proper jointing kits to be applied when broken ug cables are found, joins can be done straight or by the use of scotch locks...industry standard resin will be applied upon completion of testing.

Red Telephone Hardware testing

The below Analog telephone to be tested with checklist documents completed on each section and sub-sections of the campus LAN for voice transmission continuance.

1. Red Phone handset
2. Curly cord between headset and handset
3. Cradle
4. Rj11 connector v
5. Fly lead (patch cables)
6. Wall box
7. Dialling pad
8. Speaker
9. function keys disabled

Multiple pair experience a "dead short", in this case scenario, tech will have to physically trace to identify where the short is occurring-tech will apply the industry standard to carry out repairs the cables and run multiple tests accordingly.

If disconnect module is found to be frail, it will be replaced with a 10 way krone disconnect module.

Once the techs identifies all of the above, they then ensure a clean tone from the user point all the way to the demarcation and will tag specific port on the card (PBX side)

Note that 1 repair may have multiple faults on a line, the tech will isolate each one as he goes along on the pair through the PBX

Cable installation must follow TIA for different applications (outdoor, indoor, aerial, and armoured)

Technicians will identify all telephone lines in the PBX room must be grounded with a KP10 as an industry standard, clean earth will be advisable. All power Surge protectors must have a clean earth not only for the purpose grounding equipment but for the wellbeing of the actual UG copper link.

under no circumstances may we reticulate any infrastructure near or on water pipes, as water is a much better conductor of an electrical signal, the signal may gravitate towards the water thus causing a destruction on the line if found? ...this must be mended immediately

The punch down tool to be used for the correct application (krone and quanta) tagging faulty circuits on the test and patch blocks are fundamentals when exercising our tasks

Laying of new cables must follow TIA industry standard at a minimum, all db and TP boxes must remain closed with control measures of who and when they work in there.

A round check on all cable manholes on the compass to be conducted to minimize water damages on cable infrastructure.

All Surge protectors on all DB boxes to be tested for continuity and be replaced after every lifespan interval. Clean all DB boxes by using a dust blower to avoid flapping on cable pins.

• Operating manuals and maintenance schedules

To be provided by the services provider for maintenance that needs to be conducted on a monthly basis

2. Specifications

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The servicing of Analogue Emergency Red phones shall be done in compliance with the latest amendments of the following Acts and Regulations:

The Occupational Health and Safety Act, Act No: 85 of 1993

The Local Municipal By-Laws and Regulations – Act 32 of 2000

AHJ – Authority Having Jurisdiction

The Local Fire Regulations – Joburg EMS-(Chapter 2 Clause (5)

NBR – National Building Regulation –SABS 0400 of 1990

PART T Fire Protection, T1 (a)

Applicable I.C.A.S.A. regulations- (Independent Communications Authority of South Africa).

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4 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Supply Manager* as follows:

Monthly Service, Maintenance, Repairs and New Installations of Emergency Red Phones at ERI Rosherville Farm	Interval	Location	Attendance by:
Risk register meetings	Monthly	ERI Rosherville Offices	<i>Employer and Contractor</i>
Overall contract progress and feedback	Monthly	ERI Rosherville Offices	<i>Employer and Contractor</i>

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

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

5 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 Rotek Industries SOC Limited

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 4330196330;
- 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;

6 Training workshops and technology transfer

The Contractor's employees shall undergo the following generic training before the start of the contract period:

- Security screening;
- All personnel must have a valid identification document or passport
- All personnel must be cleared to work at the site by the South African Authorities
- Substance abuse testing
- Medical examination and
- Safety induction training.

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

Information and other things

Not applicable

8 Management of work done by Task Order

- The *Contractor* has no authority to undertake work or expenses without authorisation from the *Service Manager* to whom the *Contractor* reports directly.
- A SAP purchase order, together with an instruction from the *Employer* to perform a Task, is the *Employer's* notice to the *Contractor* to carry out a Task.
- The *Contractor* does not perform any work without a SAP purchase order accompanying the *Employer's* instruction to perform a task.
- The *Contractor* performing work without a SAP purchase order is done at the risk of non-payment by the *Employer*.
- The *Employer* may not issue a SAP task order after the completion date.
- To enable payment the *Service Manager* and the *Contractor* signs next to each line of the services on the applicable SAP generated task order.

9 Health and safety, the environment and quality assurance

10 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Service Information.

11 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

12 Quality assurance requirements

- The *Employer* reserves the right to at any time audit and/or monitor the controls of the *Contractor*. Such audits are done by prior notification and by liaising with the *Contractor*.
- The *Contractor* ensures that his staff is conversant with the content of the services as defined by the Service Information, quality control plans/work plans and work instructions.
- *Contractor's* authorisation of personnel applied for providing the services, is made available to the *Service Manager* on request.
- The *Contractor's* quality assurance system and quality control programmes are subject to review and acceptance by the *Service Manager*. The *Service Manager* clarifies the list of applicable internal documents for review.
- *Contractor's* quality assurance and quality control are in accordance with *Employer's* procedures and processes.

13 Procurement**14 People****15 Minimum requirements of people employed**

- The *Contractor* supplies appropriately qualified and experienced, medically fit staff.
- The *Contractor* decides on the minimum personnel requirements based on the scope of works.
- The *Contractor* ensures that all key personnel assigned to the services meet the requirement of the *Employer*'s security and medical qualifications as well as training and experience generally required for the services to be performed.

16 BBBEE and preferencing scheme

As minimum, tenderers will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

17 Subcontracting**18 Preferred subcontractors**

Not Applicable

19 Subcontract documentation, and assessment of subcontract tenders

Not Applicable

20 Limitations on subcontracting

Not Applicable

21 Attendance on subcontractors

Not Applicable

22 Plant and Materials**23 Specifications**

Not Applicable

24 Correction of defects

Contractor employees work under the supervision of the *Employer* personnel and the work is carried out in accordance with *Employer*'s procedures and processes.

25 Contractor's procurement of Plant and Materials

Not Applicable

26 Tests and inspections before delivery

Not Applicable

Monthly Service, Maintenance, Repairs and New Installations of Emergency Red Phones at ERI Rosherville Farm for a duration of 4 years**27 Plant & Materials provided “free issue” by the *Employer***

Not Applicable

28 Cataloguing requirements by the *Contractor*

Not Applicable

29 Working on the Affected Property**30**

Location: Rosherville Farm

31 Employer's site entry and security control, permits, and site regulations

Security points and processes will be confirmed prior to access.

32 People restrictions, hours of work, conduct and records

The *Contractor* maintains at all times a harmonious relationship with and co-operates with the Employer or its employees who may be involved.

The *Contractor* employs in and about the provision of the services only such persons that are careful, competent and efficient in their several trades and the Employer reserves the right to object to and require the *Contractor* to remove from the services forthwith any person employed by the *Contractor* in or about the provision of the services who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the services without the written permission of the Employer.

33 Health and safety facilities on the Affected Property

All work carried out by the *Contractor* shall be done in accordance with all relevant safety laws and regulations.

34 Environmental controls, fauna & flora

All work carried out by the *Contractor* shall be done in accordance with all relevant environmental laws and regulations.

35 Cooperating with and obtaining acceptance of Others

All work is subject to, at any given time, inspections by various *Employer* groups, *inter alia*, safety risk management, fire risk management and quality control. The *Contractor* shall at all times co-operate with the Employer and others who may be working in the same area or on the same system.

36 Records of *Contractor's* Equipment

As per Employer processes and procedures.

37 Equipment provided by the *Employer*

Not applicable

38 Site services and facilities**39 Provided by the *Employer***

Safety induction training will be provided.

40 Provided by the *Contractor*

The Contractor shall provide everything necessary to deliver the service.

41 Control of noise, dust, water and waste

Contractor to comply with all *Employer* procedures and safety and environmental precautions and regulations.

42 Hook ups to existing works

Contractor to comply with *Employer*'s processes and procedures.

43 Tests and inspections**44 Description of tests and inspections**

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

45 Materials facilities and samples for tests and inspections

Not Applicable