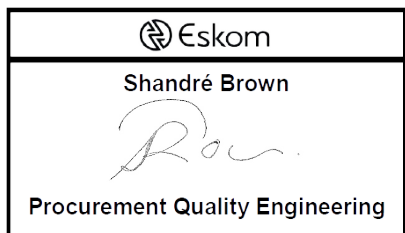


**NEC3 Professional Services Contract (PSC3)****Contract between****Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)****and****[Insert at award stage]
(Reg No. _____)****for****Addressing of National Nuclear Regulatory Comments in
the Update of the Thyspunt Site Safety Report in Support
of the Thyspunt Nuclear Installation Site Licence
Application**

Contents:		No of pages
Part C1	Agreements & Contract Data	[•]
Part C2	Pricing Data	[•]
Part C3	Scope of Work: The Scope	[•]
CONTRACT No.	[Insert at award stage]	



2023-06-05

Q2/L2 Service

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i>	[•]
C1.3	Securities proforma	[•]

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:

Addressing of National Nuclear Regulatory Comments in the Update of the Thyspunt Site Safety Report in Support of the Thyspunt Nuclear Installation Site Licence Application

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	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 *Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of
Name & organisation)

signature of
witness

Date

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 *Consultant* 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, which 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: The Scope

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)

Mr Sadika Touffie

Capacity

Nuclear Engineering Manager

**for the
Employer**

**Eskom Holdings SOC Limited
Koeberg Nuclear Power Station,
R27 off West Coast Road,
Melkbosstrand,
Republic of South Africa,
7441**

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

(i) For the tenderer:

(ii) For the *Employer*

Signature _____

Name _____

Capacity _____

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

Mr Sadika Touffie
Nuclear Engineering Manager
Eskom Holdings SOC Limited
Koeberg Nuclear Power Station,
R27 off West Coast Road,
Melkbosstrand,
Republic of South Africa,
7441

Name &
signature
of witness

Date

C1.2 PSC3 Contract Data

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		G: Term contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 Employer's Agent
		X11: Termination by the Employer
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Represented by:	Frans van Mosseveld
	Tel No.	(021) 522-1264
11.2(9)	The <i>services</i> are	Addressing of NNR Comments in the Update of the Thyspunt Site Safety Report in Support of the Thyspunt NISL Application

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

11.2(10)	The following matters will be included in the Risk Register	<div>- Early warnings</div> <div>- Decisions resulting from risk reduction meetings.</div>		
11.2(11)	The Scope is in	Part 3: Scope of Work		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 weeks		
13.6	The <i>period for retention</i> is	5 years following Completion or earlier termination.		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		<i>access date</i>
		1	The latest list of NNR comments applicable to the <i>services</i>	Contract date and updated by the <i>Employer</i> with any new comments within 1 week of receipt
		2	Eskom Technical Leads	Contract Date
		3	Thyspunt Site	Completion of Thyspunt Environmental Briefing
		4	Eskom documentation	On request + 5 working days
3	Time			
31.2	The <i>starting date</i> is.	1 July 2023		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	31 March 2024		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		<i>key date</i>
	Submission of NNR comments to the <i>Consultant</i> by the <i>Employer</i>	1	Acknowledgement of Receipt by the <i>Consultant</i>	Contract Date

	Submission of the <i>Consultant's</i> Action Plan to Address these and the associated Programme	2	Acknowledgement of Receipt by the <i>Employer's Agent</i>	<i>Contract Date</i> + 4 weeks
	Acceptance of <i>Consultant's</i> Action Plan and Programme	3	Acceptance signed by the <i>Employer's Agent</i>	<i>Contract Date</i> + 6 weeks
	Submission of the <i>Consultant's PQP</i>	4	Acknowledgement of Receipt by the <i>Employer's Agent</i>	<i>Contract Date</i> + 12 weeks
	Acceptance of <i>Consultant's</i> PQP	5	Acceptance signed by the <i>Employer's Agent</i>	<i>Contract Date</i> + 14 weeks
	Initial Draft Responses inclusive of all identified findings and proposed TSSR updates	7	Acknowledgement of Receipt by the <i>Employer's Agent</i>	As per the <i>Consultant's</i> accepted programme
	Final Response to NNR comments and associated TSSR updates	8	Acceptance signed by the <i>Employer's Agent</i>	31 January 2025
	Submission of the <i>Consultants</i> QADP for <i>Employer</i> Acceptance	9	Acknowledgement of Receipt by the <i>Employer's Agent</i>	28 February 2025
	<i>Employer</i> Acceptance of the QADP	10	Acceptance signed by the <i>Employer's Agent</i>	31 March 2025
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	4 weeks of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks.		
4 Quality				
40.2	The quality policy statement and quality plan are provided within	4 weeks of the Contract Date.		
42.2	The <i>defects date</i> is	52 weeks after contract completion		
5	Payment			
50.1	The <i>assessment interval</i> is	between the 25th day of each month to the 24th of the subsequent month.		
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount	
	Accommodation; Domestic hotel accommodation may not exceed the National Treasury approved amount, per night per person (including dinner, breakfast and parking).	1	R1 400.00 (inclusive of VAT)	

	Flights: <ul style="list-style-type: none">• Local flights –travel on economy class• International flights –travel on economy class No business or first class travel is allowed.	1	Actual cost
	Car Hire: Group B or an equivalent class. Group B vehicles contain the following specifications: <ul style="list-style-type: none">• 5 Doors• Manual• Air Conditioning• Radio/CD• Power Steering• Airbags• Central Locking ABS	1	Actual cost
	Airport parking charges, toll fees and taxis	1	Actual cost
51.1	The period within which payments are made is	30 days after receipt of a Valid invoice	
51.2	The <i>currency of this contract</i> is the	South African Rand	
51.5	The <i>interest rate</i> is	zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged 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 Rand.	
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	Rights to material	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	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		

	Event	Cover	Period following Completion of the whole of the services or earlier termination
	Liability for failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing <i>services</i> similar to the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	Effective from the start date to at least 12 months after the end of or termination of the contract.
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the Services.	Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims, however the <i>Employer</i> recommends at least R 25 Million (Twenty-five million Rand)	Effective from the start date to at least 12 months after the end of or termination of the contract.
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims	Effective from the start date to at least 12 months after the end of or termination of the contract.

81.1	The <i>Employer</i> provides the following insurances	<p>The <i>Employer</i> shall arrange and maintain at its expense, Nuclear Liability Insurance policy and a Nuclear Property Damage Insurance policy which shall provide insurance cover to the <i>Consultant</i> and its Sub-<i>Consultants</i>, <i>Agents</i> or representatives and the personnel of any of them as an insured party in accordance with the National Nuclear Regulatory Act 47 of 1999.</p> <p>Such insurance shall not be affected by Completion or termination of this Contract and shall apply regardless of negligence of whatsoever degree on the part of the aforesaid <i>Consultant</i>, Sub-<i>Consultant</i>, <i>Agents</i> or representatives and the personnel of any of them.</p> <p>The <i>Employer</i> waives their rights to recourse against the <i>Consultant</i> and its insurers for any nuclear damage including in respect of the amount of the deductible where applicable.</p> <p>The <i>Employer</i> shall arrange and maintain with the <i>Consultant</i> and its Sub-<i>Consultants</i> as an insured party a Nuclear Liability Insurance policy.</p> <p>The <i>Employer</i> furthermore agrees to hold harmless and indemnify the <i>Consultant</i>, its Sub-<i>Consultants</i>, <i>Agents</i> or representatives and the personnel of any of them, and shall cause its insurers to waive any right of subrogation or action against any liability, loss, damage or injury caused by a nuclear accident, subject to the provisions of the National Nuclear Regulatory Act 47 of 1999, except to the extent that such liability, loss, damage or injury arises from the wilful misconduct of the <i>Consultant</i> and its employees.</p>
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The greater of the total of the Prices and the amount of the deductibles in the amount of R25 Million (Twenty-five million Rand) in respect of the <i>Employer's</i> Nuclear Property Damage Insurance Policy.
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	

G	Term contract	
21.3	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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).
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> 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 index is	Base date February 2023
	The staff rates are	The prices are fixed and firm for the first 12 months of the Contract Date thereafter CPA is applicable
X2	Changes in the law	
X2.1	The law of the project is	South African law

X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are:	R15 000.00 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultants</i> rights over the material prepared for this contract. The <i>Consultant</i> obtains other rights for the <i>Employer</i> from Sub-consultants. The <i>Consultant</i> provides the <i>Employer</i> the documents which transfer these rights to the <i>Employer</i>
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Frans van Mosseveld
	Address	Koeberg Nuclear Power Station, Private Bag X10, Kernkrag, 7440, Republic of South Africa
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by clauses 51.1, 81.1 and 90.3.
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices

X18.3	The <i>end of liability date</i> is	<ul style="list-style-type: none"> • 10 (ten) years after the <i>completion date</i> for latent Defects and • the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter. • A latent Defect is a Defect that would not have been discovered on reasonable inspection by the <i>Employer</i> before the <i>completion date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> during that period. <p>If the <i>Employer</i> undertakes any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> to have discovered the Defect.</p>
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Consultant* 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 *Consultant* 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 *Consultant* 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 *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- Z2.3 The *Consultant* 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 *Consultant* in writing.

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

Z4.1 The *Consultant* 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 *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.

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

Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, 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 *Consultant* may disclose that portion of the information that it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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, 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 Provision of a Tax Invoice. Add to core clause 51

Z6.1 The *Consultant* (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.

Z7 Notifying compensation events

Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 *Employer's* limitation of liability

Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z9.1 or had a business rescue order granted against it.

Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

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 <i>Consultant</i> or a third party, such party's employees, <i>Agents</i> , or Sub-consultants or Sub-consultant'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 influencing an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, <i>Agents</i> , or Sub-consultants or the Sub-consultant'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 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.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* 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 *Consultant's* obligation to Provide the Services for this reason.

Z 11.3 If the *Employer* terminates the *Consultant'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.

Z 11.4 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 *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

81.1 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.

81.2 The *Consultant* 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	For the period following Completion of the whole of the services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the services	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	Effective from the start date to at least 12 months after the end of or termination of the contract.
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u> The amount required by the applicable law.</p>	Effective from the start date to at least 12 months after the end of or termination of the contract.
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims.	Effective from the start date to at least 12 months after the end of or termination of the contract.

81.3 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 Terrorism	Per the insurance policy document

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 *Consultant* or any other person against any and all liabilities which the *Consultant* 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 *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* 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 *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* 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:

means approved asbestos inspection authority.

means asbestos containing materials.

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.

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.

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.

means occupational exposure limit.

means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

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.

means the *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

means the South African National Accreditation System.

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.

The *Employer* ensures that the Ambient Air in the area where the *Consultant* 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 OESSM.

Upon written request by the *Consultant*, 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 *Consultant* may perform Parallel Measurements and related control measures at the *Consultant'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.

The *Employer* manages asbestos and ACM according to the Standard.

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.

The *Consultant'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.

The *Consultant* 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.

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.

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 <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, 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 *Consultant* 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 OESSM.

- Z14.2 Upon written request by the *Consultant*, 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 *Consultant* may perform Parallel Measurements and related control measures at the *Consultant'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 *Consultant'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 *Consultant* 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 *Consultant***[Instructions to the tendering consultant: (delete these notes in the final draft of a contract)]**

1. The tendering consultant is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left-hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
22.1	The <i>key people</i> are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or www.ecs.co.za

11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is			
11.2(10)	The following matters will be included in the Risk Register			
11.2(13)	The <i>staff rates</i> are:	name/designation	rate	
	Either complete here or cross refer to a schedule in Part C2.2			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		access date
		1		
		2		
		3		
31.1	The programme identified in the Contract Data is			
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount	
G	Term contract			
11.2(25)	The <i>task schedule</i> is in			

PART 2: PRICING DATA**PSC3 Option G**

Document reference	Title	No of pages
C2.1	Pricing assumptions : Option G	[•]
C2.2	<i>Staff rates, expenses and the task schedule.</i>	[•]

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11	
	11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> the Time Charge for work which has been completed on time-based items on the Task Schedule and a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are <ul style="list-style-type: none"> the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and defined terms	11.2	(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.
------------------------------	------	--

and

Assessing the amount due	50.3	<p>The amount due is</p> <ul style="list-style-type: none"> the Price for Services Provided to Date, the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services and other amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
--------------------------	------	---

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task-by-Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

1. Staff rates and expenses

Tendering *Consultants* are advised to consult the NEC3 Professional Services Contract Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff, or
- rates related to salaries paid to staff.

Rate adjustment for inflation, if necessary, can be based either on actual salary adjustments or by using Option X1: Price adjustment for inflation. See pages 13 and 14 of the PSC3 Guidance Notes.

Expenses associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*.

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

2. The function of the Task Schedule

The Task Schedule may include items of work to be paid for on a rate (Time Charge) or on a lump sum price for the item. Any work ordered during the term of the contract – i. e. before the Completion Date – for which there is no priced item in the Task Schedule is priced using the compensation event procedure and the resulting Price is added into the Price List.

The *task schedule* is prepared by the *Employer* for the *Consultant* to price or may be prepared jointly with the *Consultant*. It is typically priced in two parts as items of work to be carried out on a time basis and lump sum prices for other items of work. The task schedule must be as complete as possible and fully representative of all the work and *services* which the *Employer* may require the *Consultant* to carry out. The only unknown is when the work is to be carried out; the Task Order will be used to instruct when work to be done.

C2.2 Staff rates, expenses & the task schedule

This section can be used when the *staff rates* and *expenses* are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part 2.

State whether the *staff rates* and *expenses* exclude or include VAT.

1. The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per {hour, day, month} excluding VAT

2. The *expenses* are:

No.	Expense item	Amount / rate excluding VAT

3. CIDB Skills Standard

No	Training learners/candidates to cidb Skills Standard	Hours	Amount / excluding VAT
21(i)	The contract skills development goal in hours is the professional fees excluding allowances, expenses and value added tax (V.A.T.) for every R1 million x 150. The hours shall be divided proportionally to the quantum of work under each activity (Total hrs)		
21(i(a))	Revisit and update the TSSR chapters/sections to address NNR comments received		
21(i(c))	Conduct LIDAR surveys on the Thyspunt site in support of the TSSR update.		

4. The task schedule

The following format could be used:

No.	Items of work to be carried out on a lump sum basis	Amount excluding VAT
1.	Submission of and <i>Employer's</i> acceptance associated programmes and quality management and control documentation.	
2.		
3.		

No.	Items of work priced on a time/cost reimbursable basis	Price (excluding VAT)
4.	Respond to NNR comments on the TSSR	
5.	Revisit the TSSR Chapters/Sections In order to address NNR comment	
6.	Update of the TSSR	

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SCOPE

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1. Description of the services

1.1. Executive overview

The Thyspunt Site Safety Report (TSSR) is a licensing document submitted to the Nuclear National Regulator (NNR) in support of the Thyspunt Nuclear Installation Siting Licence (NISL) application in support of the national nuclear built programme. The data incorporated into the TSSR contain site-related information spanning the site life cycle phases from Nuclear Siting Investigations through construction, commissioning, operation, decommissioning, to site reuse and thereafter. Much of this data is now historic and require updating with the latest available developments.

To assist in securing updated data, contract/s are being raised for Oceanography, Geohydrology and Meteorology monitoring at Thyspunt to be resumed. The data gathered from these monitoring efforts shall then be used to update the TSSR; thus addressing some of the NNR comments.

No selected site is fit for use until it has obtained a Nuclear Installations Siting Licence from the NNR. Therefore, technical and regulatory uncertainties persist until they have been resolved and a licence has been issued by the NNR. It is therefore required that any uncertainties that the NNR may have regarding the TSSR submission be resolved in an expeditious manner.

The ultimate objective and deliverable of this contract is to close out the NNR comments on the TSSR and update the TSSR to secure approval by the NNR in support of the Thyspunt NISL application.

1.2. Interpretation and terminology

The following interpretations, abbreviations and definitions are used in this Scope:

Shall - Denotes a requirement.

Should - Denotes a recommendation.

May - Denotes permission.

DCL Document Control Ledger

NEC New Engineering Contract

NNR National Nuclear Regulator.

PLAD Project List of Applicable Documents

PSC Professional Services Contract

QP Quality Plan.

QMS Quality Management System

SAR Safety Analysis Report.

SSR Site Safety Report. The SSR defines the characteristics of the site and, its environs and assesses the magnitude and probability of occurrence of external events and hazards associated with the site (both human induced and natural), which must be considered in the design and operation of the nuclear installation(s). In addition, the SSR also assesses the suitability of a site from a security perspective, risks to public exposure, physical characteristics that could pose a significant impediment to the development of the emergency plan and the feasibility of developing and implementing the emergency plan. The SSR provides baseline data, proposes the implementation of monitoring programmes prior to construction and operation and ensures the ongoing durability of the site-specific design parameters. Furthermore, the SSRs also provide the preliminary technical basis for the site characteristics

chapter of the safety analysis report (SAR) used for the construction and operation of nuclear installations.

TSSR Thyspunt Site Safety Report. The TSSR defines the characteristics of the Thyspunt site and is the licensing document used in support of the application of a nuclear installation site licence as well as for a nuclear installation licence for new nuclear installation(s).

2. References

To Provide the Services the *Consultant* shall use the following referenced documents as a minimum. The *Consultant* shall use the most recent edition of the documents listed below.

2.1. Normative

The following references are indispensable:

- [1] Eskom (2023) NSIP04251, Technical Requirements Specification Revision and Update of the Thyspunt Site Safety Report Rev. 1
- [2] Eskom (2022) NSIP03283 SHE Specification for Nuclear Siting Studies Contracts, Rev. 1
- [3] Eskom NSIP03281 (2016) Generic Environmental Requirements, Rev. 1
- [4] Eskom (2021) DSG318-087 Rev 2 Quality requirements for the procurement of assets, products and services
- [5] NNR RG-0011: Regulatory Guide: Interim Guidance for the Siting of Nuclear Facilities
- [6] NNR RG-0016, Requirements for authorisation submissions involving computer software and evaluation models for safety calculations.

2.2. Informative

- [7] Eskom 331-94 (KLA-001) Importance Category Classification Listings
- [8] Eskom 240-89294359 (KSA-010): Nuclear Safety, Seismic, Environmental, Quality, Importance Classification and Safety Level Classification Standard.
- [9] ISO 9001, Quality Management Systems

3. Specification and description of the services

Technical Requirements Specifications NSIP04251 outline the *Employer's* requirements pertaining to the *services* associated with addressing and close-out of NNR comments and the update of the TSSR in support of the NISL application.

3.1. Roles and Responsibilities

4.1.1 The *Employer* will fulfil the following roles and responsibilities:

- a) Provide the *Consultant* with an updated list of the NNR comments, to be addressed and closed out, as well as the associated Task Orders related to the *services* to be executed to address specific NNR comments.
- b) Provide technical leads for the DSSR chapters/sections that will be responsible for coordinating the technical reviews and acceptance by the *Employer* of proposed responses to the NNR and associated documents submitted by the *Consultant*.
- c) Provide Oceanography, Geohydrology and Meteorology Monitoring data to enable update of the related TSSR sections if/where required.
- d) Provide the *Consultant* with access to all necessary documentation, such as maps, previous reports, site information and NNR correspondence related to the *services*.
- e) Provide the *Consultant* with document templates for use when compiling submissions.

- f) Provide the *Consultant* with a signed review of any submissions together with a mark-up in Track Changes within the period indicated on the programme following submission of a document for *Employer* review.
- g) Provide the single point of contact in any correspondence with the NNR.
- h) The *Employer's* technical leads co-ordinate access to all *Employer* Line Group resources and services as required by the *services*.

4.1.2 The *Consultant* shall fulfil the following roles and responsibilities:

- a) Provide suitable counterpart technical leads to respond to NNR comments on, and for the associated updates of, the related TSSR chapters/sections and submit the CVs of these key persons to the *Employer* for acceptance prior to assigning to this role.
- b) Review the *Employer's* Technical Requirements Specification and submit comments for *Employer's* review and acceptance prior to the start of the services. Verify that the consolidation of requirements is adequate and that the methodology for each requirement provides adequate review tasks for assessing each requirement identified in 4.1.1.a) to c).
- c) Based on NNR comments received, review the existing TSSR submission, the latest regulatory requirements and available information (including the Thyspunt Oceanography, Meteorology and Geohydrology Monitoring data were applicable) as well as international best practice. Formulate proposed responses to address the NNR comments and for the update of the TSSR to close out these comments.
- d) Following review of the NNR comments and the resultant assessment as described above, submit the proposed responses and close out of the NNR comments for *Employer* review and acceptance.
- e) Update the relevant TSSR sections/updates as required based on the results from the above and submit these for *Employer* review and acceptance.
- f) Allow for two *Employer* review iterations on all submissions. The *Employer* shall be afforded 20 working days for the first review, and 10 working days for the second review in the *Consultant's* programme. *Employer* review comments not adequately addressed by the *Consultant* shall not constitute a second review iteration, etc.
- g) Immediately inform the *Employer*, where resource/information availability or issues on data usability, which pose a risk to the execution of the services, are discovered during the Provision of the Services.
- h) Assess the impact of new information/developments on the TSSR update and inform the Employer of the significance and mitigation thereof, as and when these are encountered.
- i) The *Consultant* shall check on receipt, all recorded data for completeness and consistency.
- j) Sourcing, from the *Employer's* various documentation systems and archives, the documentation necessary for completion of the works, and establishing a suitable method of securely uploading and securely storing such documentation on the *Consultant's* premises (in cyber form).

4. Requirements on how the *Consultant* Provides the Services

4.1. TSSR Update Team Requirements

The *Consultant's* project team members shall be suitably qualified and experienced in the relevant disciplines required for the Provision of the Services.

The *Consultant* shall assign suitable technical leads, who will interface with the *Employer's* Nuclear Siting Studies (NSS) technical leads, to address and close out the NNR comments and execute any additional work required on the affected TSSR chapters or sections.

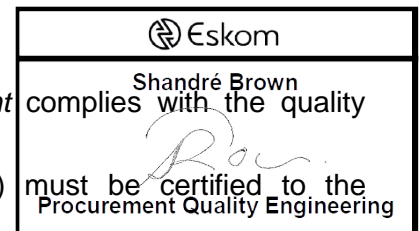
4.2. Licensing Requirements

The *Employer's Agent* shall be the single point contact in any correspondence with the NNR related to these services. The *Consultant* shall not correspond directly with the NNR.

The *Consultant* shall provide all necessary support in assisting the *Employer* to make successful submissions to the NNR.

4.3. Quality Management System Requirements

- a) The scope of work is classified Q2/L2. The *Consultant* complies with the quality requirements of DSG-318-087 Revision 2.
- b) The *Consultant's* Quality Management System (QMS) must be certified to the requirements of ISO9001:2015 or equivalent.
- c) The *Consultant's* quality management system is subject to the acceptance of the *Employer*.
- d) The *Consultant* ensures that any sub-consultant employed by him has and implements a Quality Assurance Programme to meet the quality assurance requirements of the *Employer*.
- e) The *Consultant* controls and supervises his Sub-consultant's quality plans (including manufacturing quality plans). The *Consultant* reviews and accepts all plans, prior to submission to the *Employer's Agent*, for his acceptance. The *Consultant's* technical representative(s) verify all Sub-consultant components before use or implementation.
- f) The *Consultant* submits full details of all deviations from these specifications to the *Employer* in writing for acceptance prior to development, production, or delivery of the service.
- g) The *Consultant* informs the *Employer* in writing of any proposed changes to the quality management system, staff or resources that will affect the execution of the services in order to obtain the *Employer's* agreement prior to implementation of these changes.
- h) If the Sub-consultant has to perform work in terms of the *Consultant* compiled quality plans, the Sub-consultant also reviews and accepts the use thereof. The *Employer's* standard for Quality Plans (QPs) is ISO 10005. The *Consultant* submits QPs to the *Employer's Agent* for review and acceptance by the *Employer*. The *Consultant* obtains acceptance of the QPs from the *Employer's Agent* prior to the commencement of work. The QPs shall be project, process or control plans as appropriate. Subsequent changes to the *Employer* approved QPs shall require the *Employer's* agreement prior to the commencement of services involving an activity affected by such changes.
- i) The *Employer* reserves the right to at any time audit and/or monitor the control between the *Consultant* and Sub-consultant, as well as the performance of the *Consultant's* Sub-consultant. Such audits occur by prior notification and in liaison with the *Consultant*.

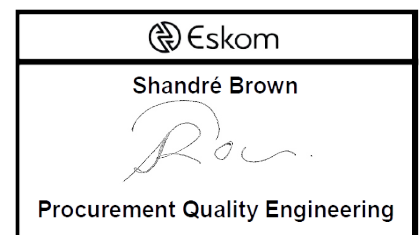


- j) The *Consultant* ensures that his staff and sub-consultants are conversant with the content of the *services* as defined by the Scope, quality control plans/work plans and work instructions.
- k) The *Consultant's* authorisation of personnel (including sub-consultant personnel), applied for providing the *services*, is made available to the *Employer's Agent* prior to the start of the work for which the authorisation is done.
- l) The *Consultant's* authorisation of personnel (including Sub-consultant personnel), as applied in Providing the Services, is made available to the *Employer's Agent*.
- m) The *Consultant* ensures that his staff and Sub-consultant are conversant with the content of the *services* as defined by the Scope, quality plans, processes, procedures and work instructions and specifications.
- n) The *Consultant* implements a qualification process for selecting Sub-consultants using a graded approach, taking into account the applicable safety and quality classification.
- o) The *Consultant* submits the names of its Sub-consultants, as required by PSC core clause 24.2, to the *Employer's Agent*, for acceptance at least 4 weeks prior to commencement of work by the Sub-consultants.
- p) The *Consultant* retains records of internal reviews performed by its personnel. The records provide objective evidence of who performed the review and the level of detail of the review. This requirement is also applicable to review of sub-consultant deliverables. Where considered necessary, the *Employer's Agent* may request such review records and the *Consultant* provides such information without limitation.
- q) On instruction by the *Employer's Agent*, the duly authorised representatives of the *Employer* or the regulatory body are granted access to the *Consultant's* and his Sub-consultants' premises at reasonable times to monitor compliance with quality requirements and to participate in surveillances and inspections.
- r) The *Consultant* ensures adherence to documentation and records management principles.
- s) The *Consultant* reports all quality related problems/issues to, and agree on resolution of these with, the *Employer*. The *Consultant* performs appropriate analysis, implements corrective and preventive actions to prevent recurrence.
- t) Final acceptance of the services occurs only after review of the Quality Assurance Data Pack that accompanies the *services*.
- u) The *Employer* or his appointed quality assurance representative reserves the right of access to *Consultant's* facilities and records for the purpose of inspection or audit.

4.4. Quality Level of services

4.4.1. Classification

- a) Importance Category: Non-safety or Availability Related (NSA)
- b) Nuclear Safety Class: No Safety Function (NSF)
- c) Seismic Class: Not Classified (NC)
- d) Environmental Category: Non-Environmental (NEV)
- e) Quality Level: Q2
- f) Safety Level of Organisation: Level 2



4.5. Communication Requirements

4.5.1. When instructed to do so by the *Employer's Agent*, the *Consultant* shall attend formal meetings and is encouraged to engage in informal communication with the *Employer* on an as and when required basis. The following communications requirement shall be adhered to:

- a) As a minimum the *Employer's* technical lead and the *Consultant's* counterpart technical lead as well as the *Consultant's* representative/project manager and the *Employer's Agent* shall attend these meetings.
- b) With the exception of the kick-off meeting, all meetings can make use of video conferencing and telecommunication facilities.

5. Constraints on how the *Consultant* Provides the Services

5.1. *Consultant's* key persons

- 5.1.1.** The *Consultant* employs only such persons that are careful, competent and efficient in their several trades and callings for the Provision of the Services. The *Employer* reserves the right to object to and require the *Consultant* to remove from the services, forthwith, any person employed by the *Consultant* for the Provision of the Services who, in the opinion of the *Employer's Agent*, misconduct's himself or is incompetent or negligent in the proper performance of his duties (See PSC Core Clause 22.1) and such person is not again employed for the services, without the written permission of the *Employer's Agent*.
- 5.1.2.** The *Consultant* ensures that the *Consultant's* employees responsible to Provide the Services and for interaction with the *Employer's* personnel are fluent in the written and spoken language of the contract.
- 5.1.3.** The *Consultant* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.
- 5.1.4.** The *Consultant* and key personnel shall be professionally registered (in terms of Act N° 46 of 2000 or equivalent statutory body for professionally recognised qualifications), where required.
- 5.1.5.** The *Consultant* shall ensure that all key personnel meet the requirements of the *Employer's* security and medical qualifications as well as training and experience.
- 5.1.6.** The *Consultant*, in and about the Provision of the Services, provide evidence of competence, training and experience (including qualifications) for all his key persons.
- 5.1.7.** The *Employer* reserves the right to examine the certification of all key personnel and if they don't meet the requirements upon investigation, the *Employer* reserves the rights to request replacement with a suitably competent person and to cancel the contract.

5.2. Management meetings

5.2.1. The intention of this contract is that the Parties and their *Agents* use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

5.2.2. Updates, including all details, on issues, gaps in data and findings identified during the Provision of the Services shall be made available and communicated to the *Employer's Agent* and technical leads at each quarterly meeting.

5.2.3. Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

a) Project Progress Meetings

- i) During the execution of the *services* monthly progress meetings are held between the *Employer's Agent*, the *Employer's* NSS technical leads and the *Consultant's* contract and technical support leads, to report on progress and review any risks, issues and actions that require resolution to ensure smooth Provision of the Services.

b) Risk Reduction and Compensation Event Meetings

- i) Meetings arranged to resolve specific items that, if not addressed, may have an impact on the *services* as described in clauses 15.1 and 15.4 of the contract. All items notified as per clauses 15.1 and 15.4 are recorded in the Risk register. The *Employer's Agent*, the *Employer's* Nuclear Engineering technical lead and the *Consultant's* contract and technical support leads, attends these meetings.

c) Ad Hoc Technical Meetings

- i) Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. The person convening the meeting submits records of these meetings to the *Employer's Agent* within five days of the meeting.

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Progress Meetings	Monthly	Via teleconference or videoconference or KNPS Board Room	<i>Employer's Agent, Consultant and Nuclear Engineering and Consultant Support team as required</i>
Risk register and compensation events	In progress meeting unless issue requires urgent resolution	Via teleconference or videoconference or KNPS Board Room	<i>Employer's Agent, Consultant and Nuclear Engineering and Consultant Support team as required</i>
Ad-hoc Technical Meetings	As needed to address specific technical/Quality/Safety issues	Via teleconference or videoconference or KNPS Board Room	<i>Employer's Agent, Consultant and Nuclear Engineering and Consultant</i>

			Support team members as required
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All meetings are recorded using minutes or a register prepared and circulated by the *Consultant* who will administer the secretariat of all meetings. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

5.3. The Parties' Use of Material Provided by the *Consultant*

5.3.1. *Employer's purpose for the material*

- a) All work ('deliverables'), with the possible exception of pre-existing intellectual property such as analysis techniques, created by the *Consultant* for the *Employer*, is deemed to be part of the *services* for the benefit of the *Employer*, for purposes of copyright law. Accordingly, the *Employer* has the exclusive right, title and interest therein.
- b) Any copyright notice on any deliverable shall specify the applicable copyrighted portion of the document, as opposed to a blanket document copyright statement. The *Consultant* shall provide justification, for why this is considered his intellectual property, for acceptance by the *Employer*.
- a) The *Consultant* grants the *Employer* an irrevocable, royalty-free, and non-exclusive licence to use all documents delivered for purposes necessary for the *Employer's* use.
- b) Deliverables, created by *Consultant*, does not include any material existing prior to commencement of *Consultant's* performance of the *services* under this Contract
- c) Except as set out above, neither Party is precluded from developing anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables created by the *Consultant*.
- d) The *Consultant* may not use any documents (and the copyright therein and all intellectual property rights relating thereto), which are owned by the *Employer* and/or Others and provided to the *Consultant*, for any other purpose than to Provide the Services.
- e) The *Consultant*, at its own expense and control, defend, or at its option, settle any suit or proceeding brought against the *Employer* in respect of any *services* or deliveries, or any part thereof, or use thereof for their intended purpose, constitute(s) an infringement of any intellectual property right, including patent, copyright, trademark, and trade secret; and said allegations of infringement would apply to such intellectual property right and set forth a cause of action for infringement under the laws of *Consultant's* country had the alleged infringement taken place in the *Consultant's* country; provided that *Consultant* is notified in writing within fifteen (15) days of the *Employer's* knowledge of the suit or proceedings and given information, and assistance by the *Employer* in a timely manner for the defence of said suit or proceeding.
- f) The *Employer* shall not be responsible for any settlement of such suit or proceeding made without its prior written consent. If, as a result of any suit or proceeding so defended, any *services* or deliveries, or any part thereof, are held to constitute infringement or their use by the *Employer* is enjoined, *Consultant* shall, at its option and its expense, either (a) procure for the *Employer* the right to continue using said *services* or deliveries, or part thereof, (b) replace them with a substantially equivalent non-infringing *services* or deliveries, as the case may be; or (c) modify the *services* or deliveries so it becomes non-infringing.

5.3.2. Restrictions on the *Consultant's* use of the material for other work

5.3.2.1 Confidentiality and Publicity

- a) The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980 and the Protection of Information Act 84 of 1982.
- b) The *Consultant* agrees that neither the *Consultant* nor its employees, Agents or Sub-consultants makes any public statements or release to any third party any information concerning the *services* without first obtaining the written approval of the *Employer* which is not unreasonably withheld. Requests to release information is co-ordinated through the designated *Employer's* Procurement Manager or the *Employer's* Power Station Manager or as otherwise specified in the Scope.
- c) The *Consultant* ensures that his employees, Agents and Sub-consultants adhere to these restrictions.

5.3.3. Transfer of rights if Option X 9 applies

There are no exceptions to the transfer of rights except those mutually agreed upon and documented before contract award. The *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

5.4. Documentation Requirements

5.4.1 General Documentation Submission Requirements

- a) All drawings, data and technical documents supplied to the *Employer* by the *Consultant* or any supplier shall be in the English language (UK spelling) and using the SI System of measurements. Specific exceptions may be permitted with prior written approval from the *Employer*.
- b) Source media shall be in a format fully compatible with the following software (latest version in use by *Employer* at the time of delivery):
 - i) Processing: Microsoft Word
 - ii) Database: Microsoft SQL Server (preferred)
 - iii) Spread sheets: Microsoft Excel
 - iv) Photogrammetry 3D drawings: Electronic files compatible with Microstation Version 8i
 - v) Digital photographs: JPEG/PDF format
 - vi) Paper sizes: ISO (A3, A4, etc.)
- c) Final form documents for review and approval shall be provided in Portable Document Format (PDF) and Microsoft Word on a Compact Disc (CD) or Digital Versatile Disk (DVD) or secure server.
- d) Documents created for this project and supplied in PDF format shall have searchable text.
- e) Documents created for this project shall not be supplied in secured PDF format.
- f) Documents created for this project shall not be password protected.
- g) All handwritten dates and dates used in documents and software created for this project shall comply with the extended date format YYYY-MM-DD.

5.4.2 Documentation, Authorisations and Confidentiality Requirements

- a) The *Consultant* provides a list of persons that require access to documentation to the *Employer's Agent*. The *Employer's Agent* only provides access to the relevant *Consultant* personnel once the *Consultant* and each individual involved with the contract have signed the Confidentiality Agreement.
- b) Record shall be kept of all of the *Employer's* documents used by the *Consultant* and detail the exact documentation identification numbers. In cases where documentation identification numbers are not available, the *Consultant* requests the documentation by means of area/discipline description and purpose of use.
- c) The *Consultant* abides with the requirements of a confidentiality/non-disclosure agreement.

5.4.3 Identification and communication

- a) All communication is addressed to the *Employer's Agent*. All communication is in accordance with the contract requirements and the procedure agreed with the *Employer's Agent*. All communication makes reference to:
 - The contract number that is issued by the *Employer* i.e. 46000.....;
 - The title of the contract;
 - The specific PSC clause under which the communication is issued; and
 - A unique letter reference number.
- b) The unique reference numbers to be used for written correspondence between the *Employer's Agent* and *Consultant* and vice versa is as follows:
 - From the *Employer's Agent* to the *Consultant*: 46000..... E/C 0xxx; and
 - From the *Consultant* to the *Employer's Agent*: 46000.... C/E 0xxxwith 46000..... referring to the contract number and the next sequential letter (channel) number.
 - All documents transmitted to the *Employer's Agent* for review / acceptance / record / information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet.
 - The title of each letter clearly summarise the purpose of the letter.
- c) All documents transmitted to the *Employer's Agent* for review/acceptance/record/information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet as prescribed by the procedure agreed with the *Employer's Agent*, to facilitate the capture of relevant document attributes within the *Employer's* documentation management system.
- d) The title of each letter clearly summarise the purpose of the letter. In accordance with PSC Core Clause 13.7, each notification deals with only one specific issue at a time and where letters are submitted electronically, the title of the letter is reflected in the subject line and only one letter is submitted per e-mail.
- e) The *Employer* and the *Consultant* keep a Document Control Ledger (DCL) of all transmittals between the two, whilst the *Consultant* keeps a DCL for each Sub-consultant.
- f) All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself.

- g) Correspondence on a day-to-day basis may be directed to other parties within the *Employer's* organisation, but care must be taken not to violate contract conditions and other provisions in terms of the contract. The *Employer's Agent* as well as the *Consultant's* contractual lead will be copied in on all e-mail correspondence related to the *services* between the *Consultant's* and *Employer's* personnel.
- h) Contractual communications such as notification of Compensation Events or instructions to deliver *services* which are not directed at/received from the *Employer's Agent* shall not be acknowledged by the *Employer* and decisions or actions taken or omitted as a result thereof shall be at the *Consultant's* own risk.

5.4.4 Retention of documents

- a) The *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* in the form stated in the Contract. The time period for which the *Consultant* is to retain such documents is the period for retention stated in the Contract Data. Upon reaching the end of the period for retention, the *Consultant* destroys all documentation submitted to him by the *Employer's Agent* and/or Others

5.5. Laws and Regulations to be complied with

- a) The *Consultant* at his own expense complies with the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, the Protection of Information Act 84 of 1982 and in general with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the *services* and as amended or replaced.
- b) The *Consultant* complies with the *Employer's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* facilities from time to time.
- c) At the site the *Consultant* is at all relevant times under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above two clauses hereof. Notwithstanding the afore said, this does not in any way relieve the *Consultant* of his obligation to comply with the relevant legislation, should the *Employer's* Power Station Manager fail to act in any specific manner which makes him or the *Employer* liable in any way whatsoever.
- d) The *Consultant* at its own expense complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Consultant* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Consultant* transgression of the Act.
- e) The *Consultant* complies with all relevant labour legislation.

5.6. Working on the *Employer's* property

5.6.1 Requirements prior to Commencing Work on Site

- a) Where required to work on the Thyspunt site, the *Consultant* submits a list of his personnel that will be deployed on site.
- b) Prior to commencing any work on the Thyspunt site, the *Consultant* and all of his personnel that will be employed on site, undergoes an Environmental and Safety briefing by the *Employer's* Environmental Management Officer.
- c) The objective of the *Employer's* Environmental and Safety briefing is to provide reasonable assurance that the *Consultant's* workers will perform their tasks in a reliable and trustworthy manner without the introduction of unnecessary risk to property, personnel or the environment.
- d) The *Consultant* will ensure that his employees who will perform work on the Thyspunt site will:

- Have valid identification document or passport;
- Have been declared free of drugs and alcohol;
- Have been declared healthy, physically able and free of any medical condition that could impair their ability to perform the work they have been appointed for;
- Have valid work permits (non-SA citizens);
- Have completed the security background verification process;
- Have the qualifications required for the task;
- Have been declared competent and authorised to perform the work they have been appointed for;
- Have received specific training required for the work they will be required to perform; and
- Have signed a non-disclosure agreement to protect the *Employer's* information that they come in contact with.

5.6.2 Medical examinations

Medical examinations are done by *Employer* approved external medical practitioners. These are:

Occupational Health Practice	Contact Person	Telephone	e-mail address
Life Occupational Health	Magda van Zyl	0215917050	Magda.VanZyl@lifehealthcare.co.za
Incon	Benita Du Preez	021 975 2694 ext. 2001	benita@incon.co.za
OCSA	Sibusiso Ngubane	0219810141	sibusison@ocsa.co.za
EOH	Pam Kinnock	0212527750	Pam.Pinnock@eoh.co.za
Fair Care Health	Colleen Paul	021 552 1377 I	hmalaka@msn.com

The *Consultant* is responsible for the cost and completion of the medical examination by his personnel prior to them coming to site.

a) Non-adherence to Environmental or Safety Requirements

The *Consultant's* employees that fail to adhere to the *Employer's* Safety and Environmental requirements are permanently denied access to the *Employer's* site.

b) Vehicles and tools/equipment

All equipment and tools are subject to a security screening before they are allowed on the Site. All equipment and tools are listed and specified before they are brought on Site. This list serves as evidence for removal permits upon Completion of the services.

c) Prohibited/unauthorised items on site

In terms of the National Key Point Act 102 of 1980, the Site was a declared National Key Point (NKP). The National Key Point Act requires and empowers the owner of the National Key Point, to implement measures that will ensure the security of the National Key Point.

The following items are prohibited from being brought onto site, unless specifically authorised:

- explosives or components thereof,
- habit forming drugs,

- alcohol,
- chemicals such as mercury, acids and oils, and
- firearms, ammunition or any part thereof.

The making of fires is strictly prohibited on site and those consultant employees who smoke are responsible that all cigarette butts are removed from site and not discarded in the veld.

Consultant personnel violating these restrictions will be investigated and this may result in legal action being instituted against such individuals in addition to the permanent removal from site.

It is the responsibility of each of the *Consultant's* employees to ensure compliance and to refrain from bringing prohibited/unauthorised items onto site.

5.6.3 People restrictions, hours of work, conduct and records

It is very important that the *Consultants* keep records of his people working on the *Employer's* property, including those of his Sub-consultants. The *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events. The restrictions on hours worked shall be specified on the Task Order.

a) Site Hours

The *Employer's* normal working hours are:

Mon-Thu: 07h30 - 16h35

Fri: 07h30 - 13h35 (last Friday of the Month 07h30 – 12H05)

The *Consultant* reports on a monthly basis to the *Employer's Agent* the person hours worked by the *Consultant's* personnel involved in the execution of time-based *services*.

5.6.4 Road traffic regulations

- All motor vehicles operated by *Consultants*/Sub-consultants shall, in all respects, comply with the Road Traffic Ordinance, Ord. 21 of 1966 and regulations framed there under. All vehicles must be inspected daily and shall not be used unless they meet the required roadworthy condition.
- Drivers shall strictly obey all road traffic signs on Eskom property and give clear and recognised signals of their intentions whilst operating a vehicle.
- Drivers and passengers shall wear seatbelts at all times while driving on the *Employer's* property.
- Persons may not be conveyed on the back of trucks/bakkies or with body parts hanging over the sides of the vehicle.
- Vehicles shall not be overloaded. Drivers shall be held responsible for the observance of this regulation.
- Drivers shall be responsible for the travel-worthiness of all loads conveyed by them. Precautions shall be taken to lash all loads properly.
- Vehicle surveys will be carried out periodically by the *Employer's* personnel to establish roadworthiness of vehicles and prevent potential fuel/oil spills. They shall require all un-roadworthy vehicles to be taken off the road until rectified.
- All vehicle movements within the plant and works shall be carried out with due regard to the safety of pedestrians and animals that may be encountered on site. A general speed restriction of 40 km/h as indicated is in operation within the works area.
- Speed limits displayed on the *Employer's* property must be complied with at all times.

- j) Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried.
- k) All vehicles transporting staff to and from the site are to have seat belts fitted for all passengers being transported including the driver.

5.6.5 Emergency accountability and evacuation

- a) Due to the nature of the site the *Employer* is required to have full accountability of all personnel at all times.
- b) The *Consultant* maintains a current status accountability list of all his personnel on site.
- c) The accountability list is handed to the *Employer* each time a change occurs.
- d) The *Consultant* ensures that his personnel take full responsibility of this requirement and that his personnel are fully au fait with the evacuation requirements as detailed in Environmental and Safety briefing.

5.6.6 Facilities

- a) The *Consultant* is liable for any damage incurred to the *Employer's* property during the period of occupation by the *Consultant*.
- b) The *Consultant* submits a checklist to the *Employer* for acceptance, prior to occupation and again upon departure, which serves as proof of any damage to the *Employer's* property.
- c) The *Consultant* supplies restroom facilities and catering to his employees at his own expense, where required.
- d) All expenses incurred by the *Employer* in the event of the *Employer* having to perform restoration or repairs resulting from damage induced by the *Consultant's* personnel and/or equipment, at a fee that is in line with the *Employer's* cost engineering derived tariffs, are for the *Consultant's* account.

5.6.7 Consumables and Equipment

- a) The *Consultant* supplies the consumables required to Provide the Service.
- b) The *Consultant* shall provide and use his use own tools, special equipment, IT hardware and software, PPE, stationery and acquire all necessary licences, permits and authorisations required to Provide the Service.

5.6.8 Health and safety

- a) The *Consultant* complies with the health and safety requirements prescribed by law as they may apply to the *services*.
- b) All work carried out by the *Consultant*, is done in strict accordance with all relevant safety Laws and procedures.
- c) The *Consultant* complies with the *Employer's* SHE specification (Eskom Construction Safety, Health and Environment Procedure – reference 32-136(0) and must request it from the *Employer's Agent* on site establishment.
- d) The *Consultant* supplies SABS standard or equivalent Personal Protective Equipment (PPE) for his employees.
- e) The *Consultant* complies with the *Employer's* lifesaving rules as stipulated in Directive, Reference 32-421. The *Employer* takes a ZERO TOLERANCE stance to violation of these rules:
 - Rule 1: Open, isolate, test, earth, bond, and/or insulate before touch.
 - Rule 2: Hook up at heights;
 - Rule 3: Buckle up;

- Rule 4: Be sober; and
- Rule 5: Permit to work.

- f) The *Consultant* may be subjected to 100% alcohol breathalyser testing when entering the owner-controlled area. The limit is 0% and *Consultant* employees found transgressing will not be allowed on site and action, including sanction from site, will be taken.

6. Commercial Arrangements

6.1. Management of work done by Task Order

- a) Task Order shall be used by the *Employer* as the means of instructing the *Consultant* to deliver *services*. No work shall be carried out without a signed Task Order issued by the *Employer's Agent*.
- b) The Task Order shall specify the scope of *services*, *deliverables*, *location*, *frequency*, *starting and completion dates* and the cost allocation. The *Consultant* shall deliver *services* within the constraints stipulated on the TO and engage the *Employer* as soon as the *Consultant* becomes aware of any risk in this regard. Any work executed outside the parameters stipulated on the TO, including cost, shall be for the *Consultant's* account notwithstanding delivery and acceptance of *services* that may be made by the *Employer* or people in the *Employer's* organisation.
- c) All Expenses shall be paid for by *Consultant's* and reimbursed at cost after assessment. The *Consultant* shall include itemised estimated expenses in all proposals in response to Requests for Proposals issued by the *Employer*. Forecasts of estimated *Expenses* shall be submitted to the *Employer's* Requesting Manager for acceptance at the Assessment meeting. Expenses that are incurred without the *Employer's* prior acceptance in writing shall not be reimbursed by the *Employer*.

6.2. The Employer's SAP Task Order System

- a) A SAP task order is the *Employer's* notice to the *Consultant* to carry out a Task
- b) The *Consultant* does not perform any work without a SAP task order.
- c) The *Consultant* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.
- d) The *Employer* may not issue a SAP task order after the *completion date*.
- e) To enable payment the *Employer's Agent* and the *Consultant* signs next to each line of the *services* on the applicable SAP generated task order. The signed copy of this SAP-generated task order is E-mailed to the Contracts Administration Section at NuclCommsStratAssess@eskom.co.za.

6.3. Records and Forecasting of Expenses and Time Charges

- a) The *Consultant* shall submit forecasts of time charges for each assessment period and maintain records thereof.
- b) Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Consultant* and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the *services* rendered which shall be cross-referenced to deliverables rendered. The records of hours shall indicate the Requesting Manager to whom *services* were delivered. The Requesting Manager shall review all records during Assessment and the *Consultant* shall obtain signed assessment documentation from the Requesting Manager and submit the assessment package to the *Employer's* Contract Management function for processing.

- c) The *Consultant* shall maintain records of all documentation and make available to the *Employer* any or all such documentation on request.

6.4. Invoicing and Payment

- a) The *Consultant* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. The *Employer* requires adherence by the *Consultant* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.
- b) The *Consultant* delivers an original Tax Invoice to the *Employer's* Financial Accounting group. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.
- c) The *Employer's* VAT Registration Number is: **4740101508**
- d) Particulars included on the *Consultant's* Tax Invoice
- The words "Tax Invoice" in a prominent place
 - The name, address and VAT registration number of the *Consultant*
 - The name, address and VAT registration number of the *Employer*
 - An invoice serial number
 - The date of issue of the invoice
 - The quantity or volume of goods or services supplied
 - The price & VAT or a statement that VAT is included @ 14% or zero-rate
 - Reference to Contract and/or SAP order number
 - Goods Receipt (GR) number/s obtained from the *Employer* Contract Management function following submission of the signed assessment
 - The amount paid to date
 - A descriptive title of the service covered by the Invoice and/or the Contract's assessment number
 - The value of the invoice split into payments as per the activity schedule
 - A copy of the Assessment Certificate/Signed Task order
- e) Abridged tax invoice (section 20(5)). Where the amount (incl. VAT) is less than R3 000. The same requirements as above, except that:-the Name, address and VAT registration number of the *Employer*, and the quantity or volume does not need to be specified.
- f) To enable payment against each applicable SAP generated Task Order the *Employer's Agent* and the *Consultant* must sign next to each line acceptance of the service, Plant and Materials or goods delivered on the applicable SAP generated Task Order (45). The signed copy of this SAP generated Task Order is promptly returned to the *Employer's Agent*
- g) Payment is made by means of electronic transfer. The *Consultant* therefore provides his banking details to the *Employer's Agent* within one week of the Contract Date.
- h) All invoices are to be addressed as follows:

**Eskom Holdings Limited - Koeberg Operating Unit
Private Bag X10**

Kernkrag**REPUBLIC OF SOUTH AFRICA****7441****Attention: Financial Accounting Accounts Payable Section****6.5. Details on How to Submit Invoices:**

- a) Ensure that the *Employer's* Purchase Order is clearly indicated on your invoice together with the line number of the order (45) you are billing for and that the Goods Receipt (GR) number obtained from the *Employer* is referenced on the invoice against the associated 45 assessment.
- b) All electronic invoices must be sent in PDF format only, to invoiceseskomlocal@eskom.co.za.
- c) Each PDF should contain 1 invoice, or 1 debit note or 1 credit note only as Eskom's SAP system does not support more than 1 PDF being linked into workflow at a time
- d) If there is Cost Price Adjustment (CPA) on your invoice we recommend that supplier issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice are paid while resolving the CPA issues and the signed CPA calculation sheet must be attached.
- e) Payment/Assessment Certificate signed by both the *Employer* and the *Consultant* is attached to the invoice and the Goods Receipt (GR) number obtained from the *Employer* is referenced on the invoice against the associated 45 assessment.
- f) The *Consultant* must send through the statements at the end of each month and it must be dated end of the month.

6.6. Contract Change Management**6.6.1. Compensation Events**

The *Consultant* provides quotations for compensation events detailing the following items as a minimum:

- a) Introduction
- b) Executive summary
- c) Contractual basis of compensation event (Refer to PSC Core Clause 60.1)
- d) Details of the compensation event
- e) Assessment of compensation event (PSC Core Clause 63)
- f) Conclusion
- g) Accepted programme showing impact of delay (PSC Core Clause 62.2) – If the programme for remaining work is altered by the Compensation Event
- h) Appendices
 - Early Warning (PSC Core Clause 15.1) - If applicable
 - Notification (PSC Core Clause 61.3)
 - Instruction to submit quotation (PSC Core Clause 61.1 or 61.2)
 - Instruction to submit alternative quotation (PSC Core Clause 62.1) or to submit a revised quotation (PSC Core Clause 62.4) - If applicable
 - Any extension of time under (PSC Core Clause 62.5) - If applicable

- Any other document the *Consultant* may consider applicable

7. Programme and Planning

The *Consultant* prepares and submits at the stated intervals, all programming documentation described in this section, the layout and level of detail of which is subject to the *Employer's Agent* acceptance.

7.1. Co-ordination with work of Others

- a) The *Employer's Agent* co-ordinates the execution of the *Consultant's* work with the work of Others on Site. The *Consultant* co-operates with and does not delay, impede or otherwise impair the work of Others.
- b) It is expressly agreed that the *Employer* is responsible for dealing with the National Nuclear Regulator. The *Employer* shall be the single point contact in any correspondence with the NNR related to this contract. The *Consultant* shall not correspond directly with the NNR.
- c) The *Consultant* shares the Site with Others and maintains a harmonious relationship at all times with and co-operates with the *Employer* and Others and their employees who may be working in the same area or on the same system.
- d) The *Consultant* makes available the assignees and key people timeously for Providing the Services.
- e) The *Consultant* makes it his business to gain sufficient understanding relevant to the services and of the *Employer's* mission and objectives.
- f) The *Consultant* seeks out everything necessary to identify those matters that fall fully or partially within the scope of the services, whether or not such matters are addressed in the description of the services or in the Works Information or in other requirements for the services stated from time to time.
- g) The *Consultant* brings to the attention of the *Employer* any additional services that the *Consultant* believes should be performed by him in keeping with sound professional practice.
- h) The *Consultant* notifies the *Employer* of any matter that the *Consultant* disagrees with or cannot resolve to his satisfaction.
- i) The *Consultant* co-operates at any time with others (e.g. an independent person) appointed by the *Employer* to review work done by the *Consultant* in Providing the Services.
- j) The *Consultant* co-operates and provides information as required by the *Employer* for issues affecting the services, but outside the scope of the services.

7.2. Programme and Reporting Requirements

The programme incorporates the services and work (programmes) of the Sub-consultants, the *Employer* and Others. The interfaces between Sub-consultants as well as the interfaces between Sub-consultants and the *Consultant* are clearly identified. Project key milestone dates as defined in this contract, are incorporated into the programme.

7.2.1. The programme

- a) The first programme is submitted by the *Consultant* for acceptance to the *Employer* within 4 weeks of the Contract Date.
- b) The programme shows all the information required by Clause 31.2 of the PSC. In addition, the programme shows:
 - Dates for placement of orders with suppliers for Plant, Material and Equipment, including the lead times for delivery;

- On Site delivery dates for Plant, Materials and Equipment.
- c) Every programme has a revision number.
- d) The *Consultant* submits programmes in Primavera P6.

7.2.2. Planning networks

- a) The programme network has no fewer activities than the technical and commercial breakdowns listed in the activity schedule.
- b) Networks are constructed to reflect the possible (instead of probable) sequences of activities, using resource scheduling to stagger the performance of activities into the most probable sequence.

7.2.3. Look ahead window

- a) The *Consultant* extracts and provides a four-week "look-ahead window" from the Accepted Programme. It furthermore, shows milestones and the activities of the *Employer* and Others, which are scheduled for Completion within the next reporting period.

7.2.4. Reporting on progress and remaining duration

- b) The method for reporting on activities in progress is by remaining duration, i.e. the time, in working days, needed to complete the activity from the report date. Once an activity has started, the remaining duration is assessed for each update.
- c) Automatic reduction of remaining duration as the report date moves forward is not accepted.

7.2.5. Actual dates

Completion of any activity is confirmed by quoting document numbers in the notes. The actual start and finish of all activities are reported.

7.2.6. Progress reporting during execution of the services

- a) The 'Time Now Date', unless otherwise agreed between the *Employer's Agent* and the *Consultant*, is the assessment date of each month.
- b) The *Consultant* submits, together with the progress reports, a written report containing the critical activities list. In this instance, only activities with negative float are shown. Activities are listed in ascending order of negative float.

7.3. Planning

- a) The *Consultant* allows for incorporation of *Employer* acceptance review comments on documents delivered to the *Employer's Agent* for the *Employer's* review and acceptance by the *Employer's Agent*.
- b) Examples of planning milestone deliverables indicated by the *Consultant* on his programme following the receipt of the associated task orders are:
 - Contract Starting date.
 - Submission of the *Consultant's* Project Quality Plan.
 - Task Order Starting dates (the *Consultant*, upon receipt of each task order, updates the programme).
 - Submission of Method Statements.
 - Start and completion of any additional studies/investigations and the submission dates of the associated reports.

- Submission of proposed responses to the NNR.
- Submission of TSSR updates.
- Submission of Final QADP.
- Contract Completion Date.