



NEC3 Supply Contract (SC3)

Between

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

and

(Reg No. _____)

for

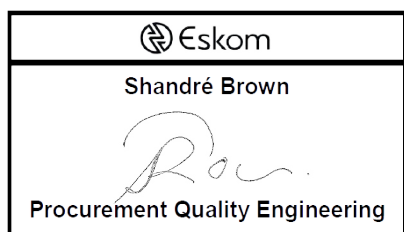
**GENERATOR AND GENERATOR TRANSFORMER
PROTECTION SYSTEM REFURBISHMENT**

Contents:

		No	of
		pages	
Part C1	Agreements & Contract Data	19	
Part C2	Pricing Data	5	
Part C3	Scope of Work	33	

CONTRACT No.

[Insert at award stage]



Q2/L3 Services

2021-11-11

PART C1: AGREEMENTS & CONTRACT DATA

Contents:		No of pages
C1.1	Form of Offer and Acceptance [to be inserted from Returnable Documents at award stage]	3
C1.2a	Contract Data provided by the <i>Purchaser</i>	14
C1.2b	Contract Data provided by the <i>Supplier</i> [to be inserted from Returnable Documents at award stage]	2

C1.1 Form of Offer & Acceptance

Offer

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

Generator and generator transformer protection system refurbishment

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 *Supplier* 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 amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

This Offer may be accepted by the *Purchaser* 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 *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Purchaser* identified below accepts the tenderer's Offer. In consideration thereof, the *Purchaser* shall pay the *Supplier* 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 *Purchaser* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Goods Information including Supply Requirements

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 *Purchaser* 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 *Purchaser's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Capacity

for the
Purchaser

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Purchaser* 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 *Purchaser* 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 *Purchaser* during this process of Offer and Acceptance.

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

For the tenderer:

For the *Purchaser*

Signature _____

Name _____

Capacity _____

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

**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 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation X2: Changes in the law X3: Multiple currencies X7: Delay damages Z: Additional conditions of contract
	of the NEC3 Supply Contract (December 2009) ²	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Limited (Reg No: 2002/015527/06).
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Supply Manager</i> is (name):	Siphokazi Pemba
	Address	Eskom Holdings SOC Limited, Koeberg, Nuclear Power Station, R27, Off West Coast Road, Melkbosstrand, Republic of South Africa, 7441
	Tel	+27 21 522 1316
	e-mail	PembaS@Eskom.co.za
11.2(13)	The <i>goods</i> are	A new digital generator and generator transformer protection system
11.2(13)	The <i>services</i> are	the management of manufacturing scheme design, procurement, transport, delivery, installation oversight and commissioning of the new digital protection system
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> - Early warnings - Decisions resulting from risk reduction meetings. - Covid-19 Pandemic legislation adherence
11.2(15)	The Goods Information is in _____	Part 3: Scope of Work and all documents and drawings to which it makes reference.

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

11.2(15)	The Supply Requirements as part of the Goods Information is in	<ul style="list-style-type: none"> Part 3: <i>Purchaser's</i> goods information; and Annexure A to this Contract Data 																					
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																					
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in <i>italics</i> used in this section are identified elsewhere in this Contract Data.																					
3	Time																						
30.1	The <i>starting date</i> is.	20 January 2022																					
30.1	The <i>delivery date</i> of the <i>goods and services</i> is:	<table> <thead> <tr> <th></th><th><i>goods and services</i></th><th><i>delivery date</i></th></tr> </thead> <tbody> <tr> <td>1</td><td>Factory scheme design accepted by <i>Purchaser</i></td><td>22 December 2022</td></tr> <tr> <td>2</td><td>Factory Acceptance Testing (FAT)</td><td>21 June 2023</td></tr> <tr> <td>3</td><td>New digital generator- and generator-transformer protection system delivered to Delivery Place</td><td>15 September 2023</td></tr> <tr> <td>4</td><td>SAT and Installation oversight</td><td>23 July 2024</td></tr> <tr> <td>5</td><td>System commissioning oversight</td><td>14 October 2024</td></tr> <tr> <td>6</td><td>Training</td><td>21 June 2023</td></tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1	Factory scheme design accepted by <i>Purchaser</i>	22 December 2022	2	Factory Acceptance Testing (FAT)	21 June 2023	3	New digital generator- and generator-transformer protection system delivered to Delivery Place	15 September 2023	4	SAT and Installation oversight	23 July 2024	5	System commissioning oversight	14 October 2024	6	Training	21 June 2023
	<i>goods and services</i>	<i>delivery date</i>																					
1	Factory scheme design accepted by <i>Purchaser</i>	22 December 2022																					
2	Factory Acceptance Testing (FAT)	21 June 2023																					
3	New digital generator- and generator-transformer protection system delivered to Delivery Place	15 September 2023																					
4	SAT and Installation oversight	23 July 2024																					
5	System commissioning oversight	14 October 2024																					
6	Training	21 June 2023																					
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.																					
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	4 weeks																					
4	Testing and defects																						
42	The <i>defects date</i> is	52 weeks after Delivery.																					
43.2	The <i>defect correction period</i> is	The defects correction period is 2 weeks. If the defect is of such a nature that it cannot reasonably be repaired in 1 week. The <i>Supplier</i> promptly notifies the <i>Purchaser</i> and submits a plan for correcting the defect. The <i>Supplier</i> and <i>Purchaser</i> agree on a revised defect correction period. If no agreement is reached within 1 week following the defect correction period, Core Clause 45.1 may be invoked.																					
42.2	The <i>defects access period</i> is	2 days																					
5	Payment																						

50.1 The *assessment interval* is **between the 25th and 24th day of each successive month.**

50.3	The <i>expenses</i> stated by the <i>Employer</i> for Compensation Events are	Item	Amount
		Accommodation	Domestic hotel accommodation may not exceed one thousand three hundred rand (R1 400), inclusive of VAT, per night per person (including dinner, breakfast and parking).
		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.
		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
		Airport parking charges, toll fees and taxis	At cost
		The above is in terms of : <ul style="list-style-type: none"> • Government Gazette No.37042 dated 15 November 2013, • Treasury Regulations (published under Government Notice R225 of 15 March 2005,as amended) • Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Govt Gazette (Ref : 240-78635659 Rev 1) 	
		All expenses claimed by the <i>Consultant</i> must be supported by a corresponding documentation (for example: receipt / invoice / statement): No fee percentage may be added to accommodation and travel costs.	

51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	<p>(i) 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 (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
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	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	None
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event

and

(2) for all other existing *Purchaser's* property
the applicable deductible as at contract date

88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices
88.5	The <i>end of liability date</i> is	7 years after Delivery of the whole of the <i>goods</i> and <i>services</i>.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is (Name)	The referring Party selects two persons from the panel of NEC Adjudicators set up by the ICE-SA Division (or its successor body) of the South African Institution (see www.ice-sa.org.za) and whose availability he has confirmed to act as the Adjudicator. The other Party selects one of the two nominees to be the Adjudicator within four days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA)
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(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.
94.4(5)	The place where arbitration is to be held is	Cape Town South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

10 Data for Option clauses

X1	Price adjustment for inflation	All prices will remain fixed for the first 12 months of the contract period; thereafter the prices will be subject to one annual adjustment as per clause X1.1
----	---------------------------------------	--

X1.1	The <i>base date</i> for indices is	the month before the month in which the tender closes		
	The proportions used to calculate the Price Adjustment Factor are:	Local		
		proportion	linked to index for	Index prepared by
		0.3	Labour	Table 1: Preferred Local Index List in ITT
		0.5	Material	Table 1: Preferred Local Index List in ITT
		0.1	Transport	Table 1: Preferred Local Index List in ITT
		0.1	non-adjustable	
		1.00		
		Foreign		
		proportion	linked to index for	Index prepared by
		0.3	Labour	Table 2: Preferred Foreign Index List in ITT
		0.5	Material	Table 2: Preferred Foreign Index List in ITT
		0.1	Transport	Table 2: Preferred Foreign Index List in ITT
		0.1	non-adjustable	
		1.00		
	The prices are fixed and firm for the first 12 months of the Contract Date thereafter CPA is applicable. Staff rates are not variable with changes in salary paid to individuals except in the application of X1.			
	Price adjustment for inflation is not applicable to a change in the Price for Work Done to Date since the last assessment, for a change in the Price for Work Done to Date since the last			

	assessment after the Completion Date for which delay damages in terms of Option X7 are applicable.		
X2	Changes in the law		
X2.1	A change in the law of	South Africa	
X3	Multiple currencies		
X3.1	The Purchaser will pay for these items in the currencies stated	Items	Other currency
		[•]	Total maximum payment in the currency
		[•]	
		[•]	
X3.1	The exchange rates are those published in	[•] on [•] (date)	
		The items will be paid in the other currency - to a foreign Bank account nominated by the Supplier - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the Purchaser before the Contract Date.	
		The direct cost of modification of forward cover due to a change in the following is paid by the Party causing the change: (forward cover will not be taken out by NCI, FX exposure is the Employer's risk) <ul style="list-style-type: none">the date of payment;the date of invoicing; andthe currency to be paid.	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		New digital generator-generator-transformer protection system to delivery place	R 20 322.60
		FAT	R 23 838.10
		Factory design scheme	R 25 641.70
	The above Delay Damages may be levied in any currency applicable to this contract. The rate of		



exchange will be as per X3.1, .pro rata per currency invoiced and paid.

Z **The additional conditions of the contract are** **Z1 to Z15 always apply for Eskom**

Z1 Cession delegation and assignment

- Z1.1 The *Supplier* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*.
- Z1.2 Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* 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 *Supplier* 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 *Purchaser* for the performance of this contract.
- Z2.2 Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
- Z2.3 The *Supplier* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.

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

- Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
- Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
- Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Supplier's* obligation to Provide the Goods and Services.
- Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

disclose information to Others in terms of clause 23.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

- Z4.2 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
- Z4.3 In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* 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 *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *goods* or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z4.5 The *Supplier* ensures that all his Subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Health, safety and the environment: Add to core clause 25.4

- Z6.1 The *Supplier* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the *goods* and execution of the *services*.

Without limitation the *Supplier*:

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and
- undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractor, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

- Z6.2 The *Supplier*, in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractor, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser's* procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Supplier* (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 *Purchaser's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the *Supply Manager* giving an instruction, changing an earlier decision or correcting an assumption".

Z9 *Purchaser's* limitation of liability

Z9.1 The *Purchaser's* liability to the *Supplier* for the *Supplier's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Supplier's* entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the *Purchaser's* liability under the indemnity is limited.

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

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

Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z11.1 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Purchaser* may terminate the *Supplier's* obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 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 *Supplier* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

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

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

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

- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid 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.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Purchaser* may terminate the *Supplier's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Supplier* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Purchaser* 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 *Purchaser* can terminate the *Supplier's* obligation to Provide the Services for this reason.
- Z12.3 If the *Purchaser* terminates the *Supplier'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.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Purchaser* does not have a contractual bond with the Committing Party, the *Supplier* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

- Insurance cover 84**
- 84.1** 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.
- 84.2** The *Supplier* provides the insurances stated in the Insurance Table A for events which are at the *Supplier's* risk from the *starting date* until the last *defects date* or a termination certificate has been issued.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>goods</i> , plant and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.
Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of	<u>Loss of or damage to property</u> <u>Purchaser's property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance.

the <i>Supplier</i>) caused by activity in connection with this contract	<p>The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.</p> <p><u>Other property</u> The replacement cost</p> <p><u>Death of or bodily injury</u> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2 Replace core clause 87 with the following:

**Insurance by
the *Purchaser***

87

87.1 The *Purchaser* 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

Z14 Nuclear Liability

- Z14.1 The *Purchaser* 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.
- Z14.2 The *Purchaser* is solely responsible for and indemnifies the *Supplier* or any other person against any and all liabilities which the *Supplier* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Supplier* or any other person or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.3 Subject to clause Z14.4 below, the *Purchaser* 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 *Supplier* or any other person, or the presence of the *Supplier* or that person or any property of the *Supplier* or such person at or in the KNPS or on the KNPS site, without the permission of the *Purchaser* or of a person acting on behalf of the *Purchaser*.
- Z14.4 The *Purchaser* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

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

Standard means the *Purchaser's* 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.

Z15.1 The *Purchaser* ensures that the Ambient Air in the area where the *Supplier* 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.

Z15.2 Upon written request by the *Supplier*, the *Purchaser* 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 *Supplier* may perform Parallel Measurements and related control measures at the *Supplier'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 Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Purchaser* manages asbestos and ACM according to the Standard.

Z15.4 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.

Z15.5 The *Supplier'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.

Z15.6 The *Supplier* 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.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Purchaser* at the *Purchaser's* expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
E	departure	EXW	
F	main carriage unpaid	FCA, FAS, FOB	
C	main carriage paid	CFR, CIF, CPT, CIP	
D	arrival	DAT, DAP, DDP	

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of goods in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing - marking	B9	Inspection of goods
A10	Other obligations	B10	Other obligations

[Should there be a need to amplify any of the published obligations listed above for the chosen INCOTERM, add them here.]

All other information NOT pertinent to the above is given in the balance of the Goods Information

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	[State the constraints on how the <i>Supplier</i> manufactures, prototypes, tests and stores the <i>goods</i> including order and timing]	
2. The requirements for transport are	[State the extent to which the <i>Supplier</i> transports the <i>goods</i> and the mode of transport]	
3. The delivery place is	[State the location where the <i>goods</i> are to be placed by the <i>Supplier</i> , such as whether it is a dispatch department at the <i>Supplier's</i> premises, the <i>Purchaser</i> is to collect or other location the <i>Purchaser</i> may require. If the delivery place for the <i>services</i> is different to the <i>goods</i> state it here]	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	
	Checking packing and marking before dispatch	
	Contracting for transport	
	Pay costs of transport	
	Arrange access to delivery place	
	Loading the <i>goods</i>	
	Unloading the <i>goods</i>	
For international procurement	Undertake export requirements	
	Undertake import requirements	
5. Information to be provided by the <i>Supplier</i>	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

All other information NOT pertinent to the above is given in the balance of the Goods Information

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering *Supplier*:

1. Please read both the NEC3 Supply Contract (December 2009) and the relevant parts of its Guidance Notes (SC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	
11.2(11)	The tendered total of the Prices is	R , (in words)
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.	
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are Note : the <i>Supply Manager</i> has the right to visit places where work is being carried out or materials and plant stored in connection with the contract.	
31.1	The programme identified in the Contract Data is contained in:	
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is Note : The percentage for overheads and profit is the figure entered here to represent the <i>Supplier's</i> overheads and profit in respect of the <i>Supplier's</i> own work and any subcontracted work.	%

⁴ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 www.ecs.co.za

PART 2: PRICING DATA
NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none">• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,• plus other amounts to be paid to the <i>Supplier</i>,• less amounts to be paid by or retained from the <i>Supplier</i>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.

It will be assumed that the tendering supplier has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across other Prices and rates in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices;
- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

Item nr.	Description	Unit	Qty	Rate	Price
1	Perform scheme design and provide AC diagrams, DC diagrams and logic diagrams.				
2	Provide relay settings for new protection.				
3	Equip cabinets with specified equipment as per manufacturer scheme designs:				
3.1	Unit 1 cabinets				
3.2	Unit 2 cabinets				
4	Provide factory scheme design documents for acceptance.				
5	Manufacture cabinets:				
5.1	Unit 1 cabinets				
5.2	Unit 2 cabinets				
6	Factory acceptance tests:				
6.1	Unit 1 FAT				
6.2	Unit 2 FAT				
7	Provide interface to external 3 rd party fault recorders.				
8	Configure 3 rd party fault recorders.				
8.1	Unit 1 fault recorders				
8.2	Unit 2 fault recorders				
9	Provide interface to 3 rd party DCS.				
10	Provide training.				
11	Replacement parts which failed during commissioning.				
12	Provide detailed maintenance procedure before commissioning of first unit, for acceptance.				
13	Provide detailed commissioning procedure, for acceptance.				

Item nr.	Description	Unit	Qty	Rate	Price
14	Provide detailed FAT procedure before the start of the first FAT.				
15	Installation oversight				
15.1	Unit 1 installation				
15.2	Unit 2 installation				
16	System commissioning oversight				
16.1	Unit 1 commissioning				
16.2	Unit 2 commissioning				

The total of the Prices

--

Notes:

1. All of the above prices are exclusive of VAT.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Purchaser's</i> Goods Information	31
C3.2	<i>Supplier's</i> Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

Contents

Part 2: Pricing Data.....	1
The <i>conditions of contract</i>	Error! Bookmark not defined.
How <i>goods</i> and <i>services</i> are priced and assessed for payment	Error! Bookmark not defined.
Function of the Price Schedule	Error! Bookmark not defined.
Preparing the <i>price schedule</i>	Error! Bookmark not defined.
Format of the <i>price schedule</i>	Error! Bookmark not defined.
Part 3: Scope of Work.....	1
C3.1: <i>Purchaser's goods</i> information	2
1. Overview of the <i>goods</i> and <i>services</i>	4
1.1 Executive overview.....	4
1.2 <i>Purchaser's</i> objectives and purpose of the <i>goods</i> and <i>services</i>	4
1.3 Interpretation and terminology	4
1.3.1 Abbreviations	4
1.3.2 Terminology	5
2. Specifications of the <i>goods</i> and <i>services</i>	6
2.1 Preparation.....	6
2.2 Concept.....	6
2.3 Production information	6
2.4 Manufacture and installation Information	6
3. Specification of the <i>services</i> to be provided	7
4. Constraints on how the <i>Supplier</i> Provides the Goods.....	7
4.1 Work to be done by the Delivery Date	7
4.2 Services & other things to be provided by the <i>Purchaser</i> or <i>Supplier</i>	Error! Bookmark not defined.
4.3 Documentation control	8
4.3.1 Documentation and record management	8
4.3.2 Documentation to be provided by the <i>Purchaser</i>	10
4.3.3 Communication.....	10
4.4 Health and safety risk management.....	11
4.4.1 Nuclear Safety	11
4.4.2 SHE Specification	11
4.4.3 <i>Purchaser's</i> lifesaving rules.....	12
4.5 Environmental constraints and management.....	12
4.5.1 Plant and Materials.....	12
4.6 Quality assurance requirements	12
4.6.1 Quality assurance requirements.....	12
4.6.2 Quality control requirements.....	Error! Bookmark not defined.
4.7 Programming constraints	15
4.7.1 Programme constraints and requirements	15
4.7.2 The programme	15
4.7.3 Reporting on progress and remaining duration	15
4.7.4 Actual dates	15
4.7.5 Time Now Date.....	15
4.7.6 Planning constraints	16
4.7.7 Monthly progress reporting.....	16
4.7.8 General	16
Activity Description	17
Requirements	17
Additional Notes.....	17
4.8 Invoicing and payment	18
4.8.1 Assessments	18
4.8.2 Invoices and payment arrangements	18
4.8.3 Compensation events.....	19

4.9	Insurance provided by the <i>Purchaser</i>	21
4.10	Contract change management	21
4.11	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Supplier</i> 21	
4.12	Procedure for submission and acceptance of <i>Supplier's</i> design.....	21
4.12.1	Scheme Manufacturing Design document (<i>Supplier's</i> Design).....	Error! Bookmark not defined.
	Activity description	21
	Requirements	21
	Additional notes	21
4.13	Other requirements of the <i>Supplier's</i> design	22
4.13.1	Parts of the works which the <i>Supplier</i> is to design	22
4.13.2	Supportability	23
4.14	Use of <i>Supplier's</i> design	23
4.15	Operating manuals and maintenance schedules	23
4.15.1	Documentation to be supplied by the <i>Supplier</i>	23
4.15.2	Maintenance manuals	Error! Bookmark not defined.
4.15.3	Number of manuals	23
4.15.4	Modifications (during Defects period)	23
4.15.5	Final documentation	23
4.15.6	Document control	23
5.	Procurement	24
5.1	Subcontracting (PPPFA)	24
5.1.1	Minimum requirements	24
5.1.1.1	Subcontracting	Error! Bookmark not defined.
5.1.1.2	Nuclear safety	24
5.1.1.3	Preferred sub- <i>Suppliers</i>	24
5.1.2	Limitations on subcontracting	24
5.1.2.1	Subcontract documentation, and assessment of subcontract tenders	24
5.1.2.2	Limitations on subcontracting	25
5.2	Plant and Materials.....	25
5.2.1	Quality.....	25
5.2.2	<i>Supplier's</i> procurement of Plant and Materials.....	25
5.3	Tests and inspections before delivery	25
5.4	Marking Plant and Materials outside the Working Areas	25
5.5	<i>Purchaser's</i> Site entry and security control, permits, and Site regulations.....	25
5.5.1	Fitness for duty management	25
5.5.2	FFD requirements before registration takes place	26
	Activity Description	26
	Requirements	26
	Additional Notes.....	26
5.5.2.1	Fraudulent Documents.....	31
5.5.2.2	False Declarations	31
5.5.3	FFD requirements after registration takes place	31
	Activity Description	31
	Requirements	31
	Additional Notes.....	31
5.5.3.1	Exit procedure	34
6.	Completion	35
6.1	Work to be done by the Completion Date	35
7.	List of drawings.....	36
7.1	Drawings issued by the <i>Purchaser</i>	36
C3.2	<i>Supplier's</i> Works Information	xxxvii

1. Overview of the *goods and services*

The *goods and services* are the scheme design, manufacture, factory testing (at *Supplier's* work site), supply (including transport), delivery to the Delivery Place, off-loading, installation oversight, site testing, commissioning and training of new generator protection that includes generator, unit transformer protection, and associated auxiliaries, as required by 04030 GPA TRS Rev 4.

1.1. Executive overview

The Generator Transformer and Unit Transformer Protection System (GPA) function is to detect internal electrical faults in the generator, generator transformer and unit transformer as well as certain external faults, and to co-ordinate the actions necessary to clear these faults fast, reliable and selectively. The applied tripping set points are calculated to ensure the protected equipment is operated within its design ratings.

The existing generator and transformer protection system configuration has a number of problems that were identified during operation, namely, non-compliance to the *Purchaser's* Generation Standard for Nuclear Stations and South African Grid Code (36-737) and other protection issues relating to the existing GPA system.

Appropriate protection is required to prevent the evolution of the disturbance, damage to healthy plant or to the total network and prevent prolonged repairs.

1.2. *Purchaser's* objectives and purpose of the *goods and services*

The *Purchaser's* objectives and purpose of the *goods and services* are to:

- Resolve the obsolescence risk, and to deliver solutions for the technical deficiencies; and
- Provide a fully redundant digital protection system that;
 - is fit for purpose;
 - protects the generator, busbars, generator transformer, unit transformer and associated secondary plant against electrical faults and abnormal running conditions; and
 - complies with the Grid Code and Generation Standards.

1.3. Interpretation and terminology

1.3.1. Abbreviations

The following abbreviations are used in this Goods Information:

Abbreviation	Meaning given to the abbreviation
ACP	Access Control Point
AC	Alternating Current
AIA	Appointed Inspection Authority
CSC	Construction Status Certificate
CT	Current Transformer
C&I	Control and Instrumentation
DSE	System Description Manual (DSE is a French abbreviation)
DC	Direct Current
FAT	Factory Acceptance Test
GPA	Generator and Unit Transformer Protection System
GPS	Global Positioning System
HP	Human Performance
ISO	International Standard Organisation

Abbreviation	Meaning given to the abbreviation
KIT	Plant Processing Computer
KNPS	Koeberg Nuclear Power Station
KOU	Koeberg operating units
MCB	Miniature Circuit Breaker
NKP	National Key Point
NNR	National Nuclear Regulator
OEM	Original Equipment Manufacturer
OTS	Operating Technical Specification
PIT	Plant Induction Training
PC	Personal Computer
pdf	Portable Document Format (Adobe Acrobat)
QA	Quality Assurance.
QCP	Quality Control Plans
RSA	Republic of South Africa
SANS	South African National Standard
SAT	Site Acceptance Test
SC	NEC3 Supply Contract
SCBA	Self-Contained Breathing Apparatus
USB	Universal Serial Bus
VT	Voltage Transformer

1.3.2. Terminology

Terminology	Interpretation
Action of the <i>Supply Manager</i>	The actions the <i>Supply Manager</i> has to perform in fulfilling their express duties, under the SC.
Non-Outage	When the power station unit is operational
Outage	When the power station unit is shut down for maintenance and refuelling
Technical Lead	The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the <i>works</i> is suited for its designated purpose as stated in the Works Information.
Design	The process of devising a system, component, or process to meet the <i>Employer's</i> requirements, as specified in the Works Information. It is a decision-making process, in which the basic science, mathematics and engineering sciences are applied to meet the objective for the <i>works</i> .
Others	<p>Others working on this project as required by the <i>Employer</i> are as follows:</p> <ul style="list-style-type: none"> • NNR; • <i>Employer's</i> Authorise Inspection Agency; • <i>Employer's</i> consultants; • Consultants; <p>The list is updated, by the <i>Project Manager</i>, each time a third parties contract is placed by the <i>Employer</i> or Others change.</p>

Include	If "include" is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "include".
Including	If "Including" is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "including".
Generating unit	The generator, generator busbars, generator transformer and unit transformers
Generator Transformer	The step-up transformer (24/400 kV) that connects the generator to the network
Unit Transformer	The step-down transformers (24/6.9 kV) that supplies the unit board from the generator busbars
Protection function	A protection function tripping into the tripping matrix e.g. "Generator differential protection" or "Transformer earth fault"
Generator Protection	The generator protection includes protection functions for the generator, generator transformer and unit transformer
Fault Recorder System	Means a system consisting of stand-alone recording equipment with mass storage memory and analysis unit
Shall	Denotes a requirement
Should	Denotes a recommendation
May	Denotes permission

2. Specifications of the *goods and services*

2.1. Preparation

The engineering input required to deliver the concept for the solution that shall satisfy the design change requirements as indicated in Section 1.4 of Annexure **[04030 GPA TRS Rev4]**.

2.2. Production information

The incorporation of the product requirements as indicated in Section 4.0.1 – 4.0.4.1, 4.3 – 4.4 and 5.3 of Annexure **[04030 GPA TRS Rev4]**, in addition to 2.1 above, such to create a complete concept.

2.3. Manufacture information

The addition of the protection scheme manufacturing requirements as indicated in Section 4.2 – 4.2.24, 7.3 and 7.7 of Annexure **[04030 GPA TRS Rev4]**. Refer to Table 4.1, delivery item nr. 1.

2.4. Concept

The Factory scheme design derived from the concept in 2.1 - 2.3 above, and shall in addition fulfil the requirements as indicated in Section 2.1 – 2.2 of Annexure **[04030 GPA TRS Rev4]**. Refer to Table 4.1, delivery item nr. 2.

2.5. Manufacturing, Testing and Delivery

Upon the *Purchasers* acceptance of the *Suppliers* Factory scheme design, the manufacturing and testing of the protection equipment and cabinets that houses the equipment commences as per the agreed programme, adhering to the *Purchaser* and *Supplier* agreed hold and witness points during this process.

The delivery of the equipment shall be at the *Purchaser's* premises as specified in Annexure A of this document. Refer to Table 4.1, delivery items nr. 3, 4, 6, and 8.

3. Specification of the services to be provided

The *Supplier* provides the following services:

- management of procurement,
- interface to external 3rd party fault recorders,
- configure 3rd party fault recorders,
- SAT in conjunction with the *Purchaser*,
- installation oversight by a qualified technician,
- commissioning oversight by an accredited commissioning engineer,
- training,

as detailed in Section 2.2, 7.8 and 7.9 of Annexure [04030 GPA TRS Rev4]. Refer to Table 4.1, delivery items nr. 9, 11, 13, 14, and 15.

4. Constraints on how the *Supplier* Provides the Goods

4.1. Work to be done by the Delivery Date

Item nr.	Description	Delivery Date
1	Perform scheme design and provide AC diagrams, DC diagrams and logic diagrams.	02 December 2022
2	Provide factory scheme design documents for acceptance.	02 December 2022
3	Provide relay settings for new protection.	01 March 2023
4	Manufacture cabinets:	
4.1	Unit 1 cabinets	20 January 2023
4.2	Unit 2 cabinets	15 February 2023
5	Provide detailed FAT procedure before the start of the first FAT.	01 March 2023
6	Equip cabinets with specified equipment as per manufacturer scheme designs:	
6.1	Unit 1 cabinets	20 March 2023
6.2	Unit 2 cabinets	15 April 2023
7	Provide training.	21 June 2023
8	Provide detailed commissioning procedure, for acceptance.	15 February 2023
9	Factory acceptance tests:	
9.1	Unit 1 FAT	21 June 2023

Item nr.	Description	Delivery Date
9.2	Unit 2 FAT	03 July 2023
10	Provide interface to external 3 rd party fault recorders.	21 April 2023
11	Configure 3 rd party fault recorders.	
11.1	Unit 1 fault recorders	23 July 2024
11.2	Unit 2 fault recorders	06 February 2025
12	Provide detailed maintenance procedure before commissioning of first unit, for acceptance.	22 April 2024
13	Installation oversight	
13.1	Unit 1 installation	23 July 2024
13.2	Unit 2 installation	06 February 2025
14	Provide interface to 3 rd party DCS.	22 April 2024
15	System commissioning oversight	
15.1	Unit 1 commissioning	14 October 2024
15.2	Unit 2 commissioning	10 April 2025
16	Replacement parts which failed during commissioning.	12 December 2024

4.2. Documentation control

4.2.1. Documentation and record management

- All documentation produced by the *Supplier* complies with the latest *Purchaser's* guide for technical writing - GGG-1299 Rev 0 - with date formats in accordance with ISO-8601 extended date format and measurements in metric units.
- All documentation, including drawings and operating and maintenance instruction manuals, are uniquely identified and cross-referenced with all related documents. Document deliverables are provided in electronic, searchable format (PDF) and includes all signatures obtained internally.
- Once the document deliverable has been accepted by the *Purchaser*, the *Supplier* provides, in addition to the electronic submission, one hardcopy version of the document.
- Where required, the *Supplier* may be requested to supply a document in its originally compiled format i.e. "Word", "Excel", "Visio" to facilitate the *Purchaser's* review or documentation updates. The *Supplier* provides, upon request, the documents in its originally compiled format.
- All new drawings submitted by the *Supplier* conforms to the *Purchaser's* drawing standard, KBA 0000 G00 1000 Revision Z2.
- The *Supplier* requests sequential drawing and document numbers from the *Purchaser* (where applicable).
- All new drawings are handed to the *Purchaser* in the electronic media (e.g. .dgn format) which is compatible to Microstation Version 7 (or higher) software program.

- All new drawings are sized to metric paper size standards (A4, A3 etc.).
- The *Supplier* identifies and provides the update requests for affected drawings, documents and procedures.
- The *Supplier* corrects all identified documentation / configuration anomalies required to implement the works and notify the *Supply Manager* of any other.
- In addition, *Supplier* to comply with requirements indicated in Section 7.10 of Annexure [04030 GPA TRS Rev4].

4.2.2. Cataloguing Requirements

- In order to facilitate and promote efficient cataloguing, storage, retrieval and ordering of stock/non stock items by the *Purchaser*, the *Supplier* complies with the following requirements:
 - The *Supplier* labels the goods strictly in accordance with the *Purchaser's* prescribed requirements, including the label format and content, and ensures that all information thereon is complete, accurate and correct.
 - The *Supplier* provides sufficient information as required by the *Supply Manager* to facilitate the efficient and accurate cataloguing in naming, classification and numbering of stock/non-stock items, including the manufacturer's/vendor's part number (MPN) and all mandatory attributes and variables required by the *Purchaser* to suitably describe and categorise the relevant commodity.
 - The *Supplier* ensures that all delivery documentation correctly references the *Purchaser's* relevant material number and goods description and that the information shown on the label matches the information on the delivery note and complies with the scope of work.
 - The *Supplier* establishes and maintains a data base of the goods, purchased by the *Purchaser* in terms of this contract, which matches the *Purchaser's* purchased goods records and meets the *Purchaser's* future ordering requirements.
 - The *Supplier* generally supplies all required information electronically and on a template provided by the *Purchaser* (including a complete and accurate electronic data input file, in the format required by the *Purchaser*, for all the materials falling within a common commodity, with a separate file being required per commodity supplied) to facilitate the efficient storage, retrieval and future ordering of spare and replacement parts.
- The *Supplier* complies with the provisions of section 4.2.2 in accordance with the Accepted Programme (or if not included in the Accepted Programme or if there is no Accepted Programme, within the time periods notified by the *Supply Manager* and in any event prior to delivery of the goods).
- Templates and other data required by the *Purchaser* to comply with the provisions of section 4.2.2. The *Supply Manager* and the *Supplier* will agree on a delivery program within seven days after signing the contract. It may be necessary to create a multiple delivery program based on the volume of items to catalogue. The *Supply Manager* and the *Supplier* will also agree on the duration within which the *Supplier* is to catalogue the items and return the information to the *Supply Manager* so that it can be used on all documentation and labels that are used in communicating with the *Purchaser* for the purposes of delivering the goods/ or any other queries.
- Failure to comply with the provisions of section 4.2.2 (including failure to label goods strictly in accordance with the provisions of section 4.2.2, failure to complete data input files per commodity completely and accurately in all respects and strictly in accordance with the *Purchaser's* required template) is a defect and the *Supply Manager* may reject the goods in question. Unless otherwise expressly stated in writing by the *Supply Manager*, acceptance of goods does not constitute delivery or acceptance of the defect and the *Supplier* remains responsible for correcting the defect. Without limitation, the *Supplier's* failure to comply with the provisions of section 4.2.2 in any respect

constitutes a failure by the *Supplier* to provide services or goods which he is to provide. The cost incurred by the *Purchaser* in having others remedy this failure is the liability of the *Supplier* and is assessed by the *Supply Manager*.

- The provisions of 4.2.2 apply in addition to all other requirements provided for elsewhere in this contract (whether in the scope of work or otherwise) and do not relieve the *Supplier* of any of the *Supplier's* other obligations or responsibilities under the contract.

4.2.3. Documentation to be provided by the *Purchaser*

- The *Purchaser*, on request from the *Supplier*, provides copies of all applicable *Purchaser* standards, procedures, guides and forms.
- The *Purchaser* provides access to all available Site documentation required for Providing the Works.
- Original component related design base information does not all reside with the *Purchaser*. In cases where such information is required and not available, the *Supplier* reverse engineers the basis as part of the works.
- The *Supplier* provides a list of persons that require authorisation, by the *Supply Manager*, for requesting copies of Site documentation.
- The *Supply Manager* only authorises the relevant personnel once the *Supplier* has signed the Confidentiality and Non-Disclosure Agreement.
- Copy requests are made in writing, to the *Supply Manager*, and details the exact documentation identification numbers.
- Documentation is provided in accordance with the latest Accepted Programme.

4.2.4. Communication

All communication is addressed to the *Supply Manager* or the Supervisor, as applicable to the Supply Contract (SC). All communication makes reference to:

- the contract number that is issued by the *Purchaser* (normally a 46000xxxxx number),
- the title of the contract,
- any previous references relating to the specific communiqué (i.e. a response to a *Supply Manager's* communication),
- the specific Supply Contract (SC) clause under which the communication is issued,
- whether a reply is required; and
- a unique letter reference number.

The unique reference number to be used for written correspondence between the *Supply Manager* and *Supplier* and vice versa is as follows:

- From the *Supply Manager* to the *Supplier*: 46000..... Z/E/C 0xxx
- From the *Supplier* to the *Supply Manager*: 46000..... Z/C/E 0xxx

with Z referring to the following categories:

- Z = C for letters associated with Supply Contract (SC) clause 5, 6 or 9
- Z = R for letters not associated with Supply Contract (SC) clause 5, 6 or 9

and xxx referring to the next sequential letter number.

All document deliverables transmitted to the *Supply Manager* for review / acceptance / record / information are transmitted under formal communication with an associated document transmittal cover document. Related CDs or hardcopy documents are delivered with a hardcopy copy of the formal communication and/or document transmittal to the *Purchaser's* nominated information controller – situated on Site.

The title of each letter clearly summarise the purpose of the letter. In accordance with Supply Contract (SC) Core Clause 13, each notification deals with only one specific issue at a time.

In the case where letters are submitted electronically by means of email, the title of the letter is reflected in the subject line and only one letter is submitted per email.

4.3. Health and safety risk management

4.3.1. Nuclear Safety

The *Supplier* promotes a culture that is dedicated to continuously striving to enhance nuclear safety.

The *Purchaser* defines appropriate safety objectives for the KOU, and the *Supplier* is also responsible for meeting those objectives, instilling a philosophy of personal excellence, and timely identification and resolution of safety problems.

The *Supplier* is responsible for continuously pursuing enhancements to safety-not just complying with a minimal set of legal requirements.

The design changes shall not introduce additional risks to personnel or plant integrity from sources such as fire or chemical hazards, electrical shock etc.

As further specified in Section 7.1 of Annexure [04030 GPA TRS Rev4].

4.3.2. SHE Specification

The *Supplier* complies with the *Purchaser's* Level 1 Construction Safety, Health and Environment Procedure, number 32-136. SHE specification guidelines to which *Supplier* complies with are supplied by the *Purchaser*.

A project specific SHE file is to be created by the *Supplier* and submitted together with a completed copy of the Construction Regulations 2014 Checklist to the *Supervisor* for acceptance within 2 months of the *starting date* following which the *Supplier* maintains and updates the file.

It is to be noted that before any work can commence on Site, the *Supplier* must have performed a detailed risk assessment of the work to be performed and/or the work area where work is to be performed. The risk assessment is documented and discussed with the parties involved with the work and is to be submitted to the *Supervisor* for acceptance.

Personnel protective clothing as specified in the Act for all work, except work in the radiological controlled zone, is provided and is kept in good order by the *Supplier*. A hard hat (with chin strap), safety boots, ear plugs and safety glasses are mandatory safety equipment at the Site. Where work is to be performed on the 7,5m level Electrical Building, the *Supplier* provides arc-flash suits. Protective clothing for work in the controlled zone is prescribed and is supplied by the *Purchaser*.

4.3.3. Purchaser's lifesaving rules

The *Supplier* complies with the *Purchaser's* five rules as stipulated in the *Purchaser's* Management Directive 32-421. The *Purchaser* 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.
- Rule 5: Permit to work.

4.4. Environmental constraints and management

The following environmental constraints are to be noted relating to potential working areas:

The generator protection cabinets (GPA) are located in the electrical building at the 15.5m level in room L605 (unit 1) and L645 (unit 2). The replacement equipment will be placed in the same location.

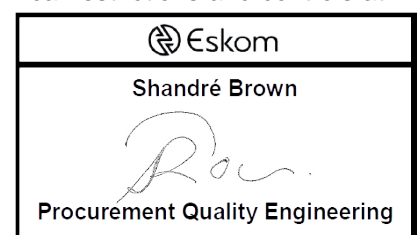
- Normal Environment
 - Temperature: 5 - 35°C
 - Pressure: Atmospheric
 - Humidity: 10% - 83%
 - Radiation: Background

4.4.1. Plant and Materials

The *Supplier* ensures that all Plant and Materials, *services* and work supplied in terms of this contract conform to all applicable environmental legislation and in the *Supplier's* residing country and to the *Purchaser's* environmental specifications. The *Supplier* ensures that the *Purchaser's* chemical restrictions and controls at Koeberg (CRACK) programme (KAA-751) are adhered to.

4.5. Quality assurance requirements

4.5.1. Quality assurance requirements



The *works* are classified as Q2/L3 service and Q3/L3 components to be supplied.

The *Supplier* complies with the general quality requirements of 238-103 Revision 2.

As indicated in Section 6 of Annexure [04030 GPA TRS Rev4].

The *works* are subject to a Quality Assurance Program. A Quality Plan, specific to each manufacturing and installation activity, is to be established and submitted to the *Supply Manager* for acceptance before commencement of any work.

The *Supplier's* quality assurance system is subject to the acceptance by the *Purchaser*.

The *Supplier* ensures that any Subcontractor employed by him has and implements a Quality Assurance Programme to meet the quality assurance requirements of the *Purchaser*.

The *Supplier* controls and supervises his Subcontractor's quality plans (including manufacturing quality plans). The *Supplier* reviews and accepts all plans, prior to submission to the *Supply Manager*, for his acceptance. All Subcontractor components are verified by the *Supplier's* technical representative(s) before use or installation.

If the Subcontractor has to perform work in terms of the *Supplier* compiled quality plans, the Subcontractor also reviews and accepts the use thereof.

The *Purchaser* reserves the right to at any time audit and/or monitor the control between the *Supplier* and Subcontractor, as well as the performance of the *Supplier's* Subcontractor. Such audits are done by prior notification and in liaison with the *Supplier*.

The duly authorised representative of the *Purchaser* and *Purchaser's* Appointed Inspection Authority (AIA) or the regulatory body is offered access to the *Supplier* and its Subcontractor's premises at reasonable times to monitor compliance with quality assurance requirements and to participate in final inspections.

The *Supplier* ensures that his staff and Subcontractors are conversant with the content of the *works* as defined by the Works Information, quality control plans/work plans and work instructions.

Supplier's authorisation of personnel (including Subcontractor personnel), applied for Providing the Works, is made available to the *Supply Manager* prior to the start of the work for which the authorisation is done.

The *Supplier* 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 Subcontractor deliverables. Where considered necessary, the *Supply Manager* may request such review records and the *Supplier* provides such information without limitation.

Where considered necessary, the *Supply Manager* may request the root cause analysis and associated corrective action plan that the *Supplier* has established to deal with non-conformances / issues and / or Defects related to Providing the Works. The *Supplier* provides such information without limitation.

4.5.2. Quality control requirements

The *Supplier's* and Subcontractor's quality control programmes are subject to the acceptance by the *Purchaser*.

The *Supplier* ensures that all specifications and requirements are communicated to the relevant parties in his organisation and does not deviate from it.

All *Supplier's* Quality Control Plans (QCP)s are accepted by the *Supply Manager*, the *Supplier* and the *Purchaser's* Appointed Inspection Authority/QA representative (as applicable) prior to the commencement of work. Only after acceptance of these documents by the *Supply Manager* and the *Purchaser's* QA representative / AIA as applicable, may the work proceed.

The *Supplier* ensures that all work (*Supplier* and Subcontractor work) is carried out in accordance with the QCPs or any other specifications through written instructions from the *Supply Manager*.

All documentation has a clearly stated revision number and previous similar documentation is revoked.

All quality related problems/issues are reported and resolved as Defects in terms of Core Clause 42.2.

All completed work is signed off in the QCPs as the work progress and all the relevant signatures are made on the documentation.

The *Supplier* and his Subcontractor employ quality control representatives, with appropriate proven experience.

The Quality Control Plan typically consist of the following as a minimum:

- A cover page that includes and makes provision for the following:
 - Document unique number
 - Revision number
 - Page number
 - Provision to incorporate all inspection report numbers

- Plant/system worked on
- High level description of work execution
- Provision for review and acceptance signatures by the *Supplier*, the *Purchaser* and the *Purchaser's* AIA/QA representative (where applicable).
- Provision for final release signatures by the *Supplier*, the *Purchaser* and the *Purchaser's* AIA/ QA representative (where applicable).
- A page which includes a high level logical sequence of work execution
- A page which includes:
 - Drawing numbers
 - Abbreviations
 - Records numbers
 - Procedures numbers
 - Reference document numbers
 - Certificate numbers and references
- The work execution logic and sequence.
- Hold and witness points
- A Materials summary that includes:
 - Material quantities and dimensions
 - Material certificate numbers or receipt inspection reference numbers with adequate traceability to material/other certificates.

4.5.3. Quality assurance data packages

Quality Assurance Data Packages (QADP) are required for all work, plant, equipment and components. The *Supplier* provides the complete QADP for the *Supply Manager's* acceptance, within 30 days of Completion, so that the *Supply Manager* may certify Completion. The QADP requires all information as required by the applicable codes, standards and Eskom Quality Assurance Document 238-103 Rev 2. The *Supplier* shall supply a QADP that includes, but is not limited to, the following:

- Copy of the *Purchaser's* order;
- COC, CSC. and SCC;
- *Employer's* waivers;
- Risk assessments;
- Affected Property *services* quality plan;
- Rigging quality plan;
- Scaffolding plan / special ladders;
- Calibration certificates of the *Supplier's* test Equipment used during the *services*;
- Test records (including verification reports);
- Non-conformances;
- Conformance certificates;
- Disconnection/re-connection sheets;
- *Supplier's* certificates of conformance;
- *Suppliers* inspection and test certificates, etc. as required by the applicable technical specifications;

- *Supply Manager* accepted concessions/production permits as applicable;
- Inspection release reports issued by the *Supply Manager*, or its inspection agency;
- Completed Quality Control Plans and supporting documentation used in the execution of the contract; and
- Final *Supplier's* QA release.

As the list above is only indicative, the final list is submitted to the *Supply Manager* for acceptance.

4.6. Programming constraints

4.6.1. Programme constraints and requirements

The *Supplier* prepares and submits at the stated intervals, all programming documentation described in this section, the layout of which is subject to the *Supply Manager's* acceptance.

4.6.2. The programme

The programme shows all the information required by Clause 31.2 of the Supply Contract (SC).

In addition, the programme shows:

- the *services* and work (programmes) of the Subcontractor,
- interfaces between Subcontractor as well as the interfaces between Subcontractors and the *Supplier*,
- all activities defined in the *activity schedule*,
- dates for placement of orders for critical / major Plant, Material and Equipment,
- on Site delivery dates for Plant, Materials and Equipment,
- the programme's revision number.

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.

For the sake of compatibility, the *Supplier* prepares his programme on MS Project 2003 or Primavera 5 V7.0 computerised planning software and utilises it for all planning, progress monitoring and reporting.

4.6.3. Reporting on progress and remaining duration

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.

Automatic reduction of remaining duration as the report date moves forward is not accepted.

4.6.4. Actual dates

When Completion of any activity is confirmed by quoting document numbers, these numbers are given in the notes and are appended, e.g. letters of acceptance, suborders, drawings, inspection certificates, delivery notes, etc. The actual start and finish of all activities are reported and included in the programme.

4.6.5. Time Now Date

The 'Time Now Date', unless otherwise agreed between the *Supply Manager* and the *Supplier*, is the assessment date of each month.

4.6.6. Planning constraints

The *Supplier* makes allowance for incorporation of *Purchaser* acceptance review comments for documents delivered to the *Supply Manager* for his acceptance.

The *Supplier* does not plan for any *Purchaser* activities during the period of week 51, week 52 and week 1 of each year unless such a period falls within the implementation window of the *works*. Should any reviews be planned during this period, then the review periods need to be agreed, upfront, with the *Supply Manager*.

During refuelling outages, the *Purchaser's* resources may be limited to perform acceptance reviews, and should any reviews be planned over outage periods, then the review periods need to be agreed, upfront, with the *Supply Manager*.

4.6.7. Monthly progress reporting

The *Supplier* submits to the *Supply Manager* a monthly report following the *assessment date*, but by no later than the last day of each month. The report contains the following information as a minimum requirement:

- Executive summary. (Narrative identifying major movement within the reporting period.)
- Revised programme for *Supply Manager's* acceptance indicating, actual progress of work against last Accepted Programme.
- Updated "List of Applicable Documents" which is a list (table) indicating the "current accepted" revision as well as the status of any later revisions of documents considered key in the control of Providing the Works and include the following as a minimum:
 - Contract Quality Plan
 - Scheme Design
 - Manufacturing of cabinets
- List of Activities which:
 - were completed during current reporting period per discipline, (including the activities of the *Purchaser* and Others);
 - are in progress (including the activities of the *Purchaser* and Others);
 - are to be undertaken during the next reporting period per discipline, including the activities of the *Purchaser* and Others;
 - are behind schedule together with an action plan on how the delays are to be rectified.
- Proposed monthly assessment information which is based on the list of activities that were completed during the current reporting period.
- Revised activity schedule which indicates projected future cash flow
- Key issues / Items of concern and corrective actions.
- Progress curves
- Early warning log
- Compensation event log
- Critical activities

4.6.8. General

	Activity Description	Supply	Supplier	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> Site organisation chart and roster (<i>Supplier</i>) 		X	<ul style="list-style-type: none"> Names, Main Responsibilities, Telephone numbers / Pagers / Mobile 	In accordance with Accepted Programme	
	<ul style="list-style-type: none"> Support activities chart and roster 		X	<ul style="list-style-type: none"> Names, Main Responsibilities, Telephone numbers / Pagers / Mobile 	In accordance with Accepted Programme	
	<ul style="list-style-type: none"> Site representatives chart and roster (<i>Purchaser</i>) 	X		<ul style="list-style-type: none"> Names, Main Responsibilities, Telephone numbers / Pagers / Mobile 	In accordance with Accepted Programme	
	<ul style="list-style-type: none"> Kick-off meeting Implementation (Outage) 	X		<ul style="list-style-type: none"> The <i>Supply Manager</i> arranges the meeting; the <i>Supplier</i> ensures that relevant personnel of the Site implementation oversight team are present at the meeting. The venue for the meeting is on Site. 	In accordance with Accepted Programme	
	<ul style="list-style-type: none"> List of <i>Supplier's</i> Sub-Suppliers 		X	<ul style="list-style-type: none"> To be supplied to <i>Supply Manager</i> for <i>Purchaser's</i> PQA representative approval. 	In accordance with Accepted Programme	
	<ul style="list-style-type: none"> List of Applicable Documents for Outage Implementation 		X	<ul style="list-style-type: none"> The List of Applicable Documents summarises the documentation to be used as reference during the implementation and testing phase of the modification. 	In accordance with Accepted Programme	
	<ul style="list-style-type: none"> Acceptance of vehicle access to Site 	X		<ul style="list-style-type: none"> Permission for access of a vehicle on the Site must be obtained from the <i>Supply Manager</i> Vehicles are not allowed on Site unless specific approval is obtained from the <i>Purchaser</i> and will only be considered for exceptional cases. 	As required	
	<ul style="list-style-type: none"> Site access permit applications 		X	<ul style="list-style-type: none"> <i>Supplier</i> to complete forms himself. 	As required	
	<ul style="list-style-type: none"> Site access authorisation 	X		<ul style="list-style-type: none"> At completion of all required access training. 	5 days duration	
	<ul style="list-style-type: none"> Arranging training and related competency tests / assessments. 	X		<ul style="list-style-type: none"> Booking by <i>Supply Manager</i> - to fit in with normal routine course or <i>Supply Manager</i> to arrange a separate course for large number of people. <i>Purchaser</i> requirements relating to training of personnel are detailed in KSA-119 (As required	
	<ul style="list-style-type: none"> Provide training and related competency tests/assessments. 	X			As required.	
	<ul style="list-style-type: none"> Checks for Sub-Suppliers agreement 		X		As required	

	Activity Description	Supply	Supplier	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> Calibration equipment of 	X		<p>Where the <i>Purchaser</i> is required to calibrate equipment, the <i>Supply Manager</i> ensures that:</p> <ul style="list-style-type: none"> SAP orders are raised for the <i>Purchaser</i> to perform the calibrations. These SAP orders specifies in detail all the relevant calibration requirements Equipment for calibration are supplied to the <i>Supply Manager</i> at 3 months prior to start of the refuelling outage / implementation (for non-outage modifications) 	To-3 months	To = Start of refuelling outage / implementation window.
	<ul style="list-style-type: none"> Conclusion 	X	X	<ul style="list-style-type: none"> This activity group is part of the management function provided by the <i>Supplier</i> and extends over the duration of the project until completion of the whole of the works. 	In accordance with Accepted Programme	<p>Deliverable:</p> <ul style="list-style-type: none"> Site Organisational Chart [Implementation] List of Sub-Suppliers List of applicable documents Office requirements Records of authorised personnel involved with construction.

4.7. Invoicing and payment

4.7.1. Assessments

The *Supplier* includes in the Monthly Planning Report the proposed assessment information. Failure to submit such information on the assessment date will result in the *Supply Manager* making his own assessment, based on available information.

The *Supplier* submits, separately, all documentation and certification in support of the proposed assessment information.

4.7.2. Invoices and payment arrangements

The *Supplier* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act 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 10(4)(C), is adhered to. No payment will be made on tax invoices not fully meeting this requirement.

The *Purchaser's* VAT Registration Number is **4740101508**

- **All invoices are marked for the attention of:**

The Accounts Payable Section
Koeberg Operating Unit
Private Bag X10
Kernkrag 7440
South Africa

- **Particulars to be included on the *Supplier's* Tax Invoice:**

- The name and address of the *Supplier*
- The date of the invoice
- An invoice number
- *Supplier's* VAT registration number (if applicable)
- *Purchaser's* VAT registration number
- Reference to Contract and/or SAP Task Order number
- The amount paid to date
- The price adjustment for inflation (where clause X1 is applicable)
- The value of the invoice split into payments as per the *activity schedule*
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number

To enable payment against each applicable SAP generated Task Order the *Supply Manager* and the *Supplier* must sign next to each line acceptance of the service, Plant and Materials or *goods* delivered on the applicable SAP generated Task Order. The signed copy of this SAP generated Task Order is promptly returned to the *Supply Manager*.

Payment is made by means of electronic transfer. The *Supplier* therefore provides his banking details to the *Supply Manager* within one week of the Contract Date.

4.7.3. Compensation events

4.7.3.1. Concurrent delay

If the *Supplier* incurs additional costs that are caused both by *Purchaser* delay and concurrent *Supplier* delay, then the *Supplier* may only recover compensation to the extent the *Supplier* is able to separately identify the additional costs caused by the *Purchaser* delay from those caused by the *Supplier* delay. If the *Supplier* would have incurred the additional costs in any event as a result of *Supplier* delays, the *Supplier* is not entitled to recover those additional costs

4.7.3.2. Mitigation of delay

The *Supplier* has a duty to mitigate the effect, of *Purchaser* risk events, on the *works* and the *Supplier* does all it reasonably can to avoid an impact on the Prices. The duty to mitigate does not extend to the *Supplier* to adding extra resources or to work outside its planned working hours.

4.7.3.3. Notification of Compensation Event

When a Compensation Event is notified, the *Supplier* must provide sufficient and sufficiently detailed information illustrating the exact or near to exact impact the Compensation Event has or will have

on the *Supplier*, to enable the *Purchaser* to assess whether to call for a quotation or not. Adding to this the *Supplier* must state which Compensation event under NEC3 SC Clause he believes it to be.

4.7.3.4. Quotation

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

- Introduction
- Executive summary
- Contractual basis of compensation event (Refer to Supply Contract (SC) Core Clause 60.1)
- Details of the compensation event
- Assessment of compensation event (Supply Contract (SC) Core Clause 63)
- Conclusion
- Accepted programme showing impact of delay ((Supply Contract (SC) Core Clause 62.2) – If the programme for remaining work is altered by the Compensation Event
- Appendices:
 - Early Warning (Supply Contract (SC) Core Clause 16.1) - if applicable
 - Notification (Supply Contract (SC) Core Clause 61.3)
 - Instruction to submit quotation (Supply Contract (SC) Core Clause 61.1 or 61.2)
 - Instruction to submit alternative quotation (Supply Contract (SC) Core Clause 62.1) or to submit a revised quotation (Supply Contract (SC) Core Clause 62.4) - if applicable
 - Any extension of time under (Supply Contract (SC) Core Clause 62.5) - if applicable
 - Any other document(s) the *Supplier* may consider applicable.

For compensation events to be implemented, the *Purchaser* requires the *Supplier* to sign a compensation event register form. For any payments required as a result of the compensation event, the *Supplier* is required to submit the signed compensation event register form, at latest, prior to the 15th of the month in which any associated amount should be assessed. This is to allow sufficient time for the *Purchaser* to load the associated costs onto its SAP system.

It is specifically stated that the *Purchaser* will not accept any forecasted payments relating to “compensation event acceptance”.

4.7.3.5. Verification

The contract is administered in a spirit of mutual trust and co-operation (see Clause 10.1). To this end the Supplier should collaborate, with the Purchaser, through all stages of the assessment and verification of Defined Costs. This contract requires that the Supplier keep financial, project and other records and accounts. The Supplier also provides the Purchaser and their delegates with the right to carry out audits and verify that the payments of Defined Cost are fully supported by those records and accounts to ensure that the Supplier fulfills its obligations under the contract. The requirement for access thereto is passed down to Subcontractor as appropriate and where relevant. This is one of the requirements for acceptance of Subcontractor.

4.7.3.6. COVID-19 pandemic

The spread of the COVID-19 Pandemic constitutes a Force Majeure event. The principal cause of the introduction of preventative measures by the government is the spread of the COVID-19 Pandemic. Hence the primary basis of any claim from the Supplier should be the spread of the COVID-19 Pandemic, i.e., a Force Majeure event, as opposed to the introduction or amendments to the existing legislation and or regulation.

The coronavirus outbreak could also result in a number of the compensation events being triggered under clause 60.1.

4.8. Insurance provided by the *Purchaser*

Refer to C1.2, SC3 Contract Data.

4.9. Contract change management

The *Supplier* is responsible to document and resolve any required changes on his design/equipment. The approval process indicated in this Works Information is adhered to, by the *Supplier*.

4.10. Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier*

The *Supplier* keeps all records, for presentation to the *Supply Manager*, for assessment and compensation events.

4.11. Procedure for submission and acceptance of *Supplier's* design

The *Supplier's* design complies with all technical requirements as documented in the *Purchaser's* Technical Requirement Specification (TRS) Reference number TRS 04030 Rev 3 as well as the requirements stated below.

	Activity description	Supply	Supplier	Requirements	Planning	Additional notes
•	Authorisation of designers		X	<ul style="list-style-type: none"> The <i>Supply Manager</i> may request proof of the authorisations which the <i>Supplier</i> then supplies. 	In accordance with the Accepted Programme	As indicated in Section 7.5 of Annexure [04030 GPA TRS Rev3
•	Compilation of the Scheme Design and independent review		X	<ul style="list-style-type: none"> The <i>Supplier</i> compiles the Scheme Design in accordance with his quality process. The <i>Supplier</i> submits the independent review report performed in accordance with the <i>Purchaser's</i> Detailed Design Review Report. 	In accordance with the Accepted Programme	
•	<i>Supplier</i> Scheme Design approval and submittal for 1 st <i>Purchaser</i> acceptance review.		X	<ul style="list-style-type: none"> Any design document submitted for acceptance reviews are approved by the <i>Supplier</i> in accordance with the <i>Supplier's</i> quality system design control procedure. 	In accordance with the Accepted Programme	Submitted to the <i>Supply Manager</i> .

	Activity description	Supply	Supplier	Requirements	Planning	Additional notes
•	1 st Acceptance review from <i>Purchaser</i>	X		<ul style="list-style-type: none"> For the Scheme Design, the concurrence and specialist concurrence reviews are performed in parallel with the <i>Purchaser's</i> review. The <i>Supply Manager</i> may arrange a Scheme Design review meeting with the <i>Supplier</i>. The <i>Supplier</i> attends this meeting. 	Within 2 weeks of submittal.	The review meeting aims to ensure that the <i>Purchaser</i> review comments are well understood by the <i>Supplier</i> .
•	Address <i>Purchaser</i> review comments and submit for 2 nd <i>Purchaser</i> acceptance review.		X	<ul style="list-style-type: none"> The <i>Supplier</i> addresses all the agreed and accepted review comments of the <i>Purchaser</i>. 	In accordance with the Accepted Programme	Submitted to the <i>Supply Manager</i> .
•	2 nd Acceptance review from <i>Purchaser</i>	X		<ul style="list-style-type: none"> The <i>Purchaser</i> may raise additional review comments not identified during the first review. A Scheme Design review meeting may be requested, at the discretion of the <i>Supply Manager</i>, depending on the number and nature of comments identified / resolved. 	Within 2 weeks of submittal.	
•	Finalisation of Scheme Design and submittal for <i>Supply Manager</i> acceptance.		X	<ul style="list-style-type: none"> <i>Supplier</i> finalises the Scheme Design and submits to <i>Supply Manager</i> for acceptance 	In accordance with the Accepted Programme	Submitted to the <i>Supply Manager</i> .
•	Final acceptance review and acceptance	X		<ul style="list-style-type: none"> Acceptance of the Scheme Design is subject to all previous review comments of the <i>Purchaser</i> being adequately addressed. 	Within 1 week of submittal.	
•	Conclusion	X	X	<ul style="list-style-type: none"> This activity group is complete upon the <i>Purchaser's</i> acceptance of the Scheme Design. 	In accordance with Accepted Programme	Deliverables: <ul style="list-style-type: none"> <i>Supplier</i> Scheme Design

4.12. Other requirements of the *Supplier's* design

4.12.1. Parts of the works which the *Supplier* is to design

The *Supplier* is responsible for the Factory scheme design of the *works* as detailed in Technical Requirement Specification [04030 GPA TRS Rev 4].

Furthermore the *Supplier* is also responsible to:

- Provide detailed FAT procedure before the start of the first FAT.
- Provide detailed commissioning procedure, for acceptance.
- Provide detailed maintenance procedure before commissioning of first unit, for acceptance.

Refer to Table 4.1, delivery items nr. 5, 10, 12.

4.12.2. Supportability

The *Supplier* confirms that technical support of the installed system is available for 10 years from the Completion of the *works*. The *Purchaser* is immediately informed, in writing, of obsolete components and their equivalent replacements.

4.13. Use of *Supplier's* design

The *Purchaser* owns the rights and uses all documents and data for the sole purpose of all its needs at KOU.

The *Purchaser* may submit, without restriction, all documentation to:

- Others employed or contracted by the *Purchaser* and who have duly signed a confidentiality and non-disclosure agreement with the *Purchaser*.

4.14. Operating manuals and maintenance schedules

4.14.1. Documentation to be supplied by the *Supplier*

Operating manuals and maintenance schedules are provided as part of the *Suppliers* scheme design. The information is customised to the KOU. The *Supplier* provides any additional support information required by the *Purchaser's* Maintenance Basis and Electrical Maintenance Service groups, to assess related interventions during the life of the Plant.

It is the responsibility of the *Supplier* to plan his supply of documentation according to requirements and to indicate dates on the Accepted Programme.

4.14.2. Number of manuals

Full and comprehensive maintenance manuals are supplied by the *Supplier*. Two (2) complete printed copies of all documentation are supplied. One copy is marked 'Master Copy' and one 'Reference Copy'. The aforementioned is also handed over in a searchable electronic format.

4.14.3. Modifications (during Defects period)

The *Supplier* provides any additional and amended pages, sufficient for all copies of manuals, to ensure that they are complete with details of final settings and modifications made up to the Defects Date. Such information is forwarded to the *Supply Manager* progressively and promptly following receipt of agreement to equipment or system design modifications. The materials used for updated pages are the same as that used for the original documentation.

4.14.4. Final documentation

Submission of the "End of Implementation Report" documentation, which is subject to acceptance by the *Supply Manager*, is a pre-requisite for Completion.

4.14.5. Document control

The *Supplier* implements a comprehensive document management system for control of all documents including but not limited to drawings, procedures and manuals. The document management system provides information on the document revision status. The system is part of the Quality Assurance programme identified in the Quality Assurance Manual, supplied by the *Supplier*.

5. Procurement

5.1. Subcontracting (PPPFA)

5.1.1. Minimum requirements

5.1.1.1. Subcontracting

All Subcontractors are contracted on a back-to-back basis under appropriate NEC conditions of contract and are subject to acceptance by the *Supply Manager*. Where NEC conditions of contract are not utilised, the proposed conditions of contract are submitted to the *Supply Manager* for acceptance.

The successful tenderer to stipulate the percentage of sub-contracting for this scope and be with one or more suppliers on the following categories of suppliers:

Subcontracting	Eskom Target	Tenderer's Proposal
	20%	

Tender Returnable for the sub-contracting requirement;

1. Letter of intent or any other requested document indicating commitment and the percentage required must be submitted as a tender returnable.
2. Sub-contracting can only be concluded with the following entities:
 - a. an EME or QSE which is at least 51% owned by black people;
 - b. an EME or QSE which is at least 51% owned by black people who are youth;
 - c. an EME or QSE which is at least 51% owned by black people who are women;
 - d. an EME or QSE which is at least 51% owned by black people with disabilities;
 - e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships;
 - f. a cooperative which is at least 51% owned by black people;
 - g. a EME or QSE which is at least 51% owned by black people who are military veterans

5.1.1.2. Nuclear safety

The *Supplier* establishes and maintains vigorous oversight over its Subcontractors to assure adherence to this Works Information and its requirements which will ensure nuclear safety.

5.1.1.3. Preferred Subcontractors

Preference is given to South African companies as possible Subcontractors. Where possible, local resources are utilised. A predetermined and mutually agreed value of this contract, at the Contract Date, is attributable to Eskom Holdings Limited classified Black Economic Enterprises (BEE) / Small Medium & Micro Enterprises (SMME) or Black Woman Owned (BWO) Enterprises. The value attributed to such enterprises is monitored by the *Supplier* and submitted to the *Supply Manager* by means of a 3-monthly statement of expenditure.

5.1.2. Limitations on subcontracting

5.1.2.1. Subcontract documentation, and assessment of subcontract tenders

The *Supplier* provides evidence of the selection process and criteria for each sub *Supplier* appointed to assist the *Supply Manager* in his contractual acceptance (Core Clause 26.2) of the sub *Supplier*. The evidence includes skills assessment (including qualifications) for sub *Supplier's* staff. In the *Supplier's* submission to the

Supply Manager in terms of Core Clause 26.2, he also includes a “control and supervision of sub *Supplier*” plan for acceptance, by the *Supply Manager*.

5.1.2.2. Limitations on subcontracting

Sub *Suppliers* reporting relationships are such that quality outputs and independence is assured eg. a radiography sub *Supplier* cannot report to the welding sub *Supplier*. These relationships are such that the *Supplier* has full control of all sub *Supplier* outputs. Sub *Suppliers* contracting to Subcontractors are to be avoided as far as possible. Exceptions are only allowed with the explicit acceptance of the *Supply Manager*.

5.2. Plant and Materials

5.2.1. Quality

Quality requirements relating to Plant and Materials will be developed and identified, by the *Supplier*, and accepted, by the *Supply Manager*.

5.2.2. *Supplier's* procurement of Plant and Materials

- This is fragile equipment and must be packaged appropriately according to industry norms. The equipment shall be transported on a vehicle with suspension.
- Packaging for shipment of the equipment or modules for assembly shall be supplied by the *Supplier*, including supply of shipping rig/frame as necessary.
- Transportation of equipment or modules shall be by a qualified carrier to the *Purchaser's* premises.
- Offload of equipment or modules at the *Purchaser's* premises is the *Supplier's* responsibility.
- In general ISO-9001 shall be applicable.

5.3. Tests and inspections before delivery

As indicated in Section 7.8 of Annexure [04030 GPA TRS Rev 4].

5.4. Marking Plant and Materials outside the Working Areas

All equipment marking and identification shall be in accordance with Koeberg standards. New identification numbers (called trigrammes) will be issued by Eskom on request.

5.5. *Purchaser's* Site entry and security control, permits, and Site regulations

5.5.1. Fitness for duty management

The *Supplier* adheres to the *Purchaser's* procedure regarding fitness for duty requirements for vendors and *Suppliers* who are required to perform work inside the owner controlled areas of KNPS (335-68). This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.

The objective of the *Purchaser's* FFD programme is to provide reasonable assurance that the *Supplier's* plant workers will perform their tasks in a reliable and trustworthy manner and are not under the influence of any substance or suffer from any health impairment which in any way adversely affects their ability to safely and competently perform their duties. The FFD programme also gives reasonable assurance that the workforce has been trained and their technical competence has been assessed.

The *Purchaser's* FFD process is designed to only allow the *Supplier's* employees to perform work if they:

- Have valid identification documents;
- 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 ;
- Have completed the security background verification process;
- Have the qualifications required for the task;
- Have the minimum plant access training required to work on site;
- 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 *Purchaser's* information, they come in contact with.

5.5.2. FFD requirements before registration takes place

Information the *Supplier's* employee must supply

- Identification document;
- Work permit (non SA citizens);
- Qualifications;
- Curriculum Vitae (CV);
- Criminal record history; and
- Proof of residential address.

Forms that the *Supplier's* employee must sign

- Pre-placement medical examination;
- Baseline questionnaire for audiometry;
- Medical declaration;
- Security permit application;
- Consent to disclose criminal information (if the *Purchaser* is performing the criminal check);
- SAPS enquiry; and
- Non-disclosure agreement (protection of information)

Activities to be performed before the *Supplier's* arrival at the Delivery Place

	Activity Description	<i>Purchaser</i>	<i>Supplier</i>	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> • ID Document 		X	Proof of identification is required before that the <i>Supplier's</i> employee is allowed to register on the FFD system.	<i>Supplier's</i> own planning	<p>The following identification documents are the only documents that shall be accepted as proof of identification.</p> <ul style="list-style-type: none"> • South African Identification Book issued by the Department of Home Affairs. (Green ID) or • Valid Official Passport or • Valid Temporary Identification Document issued by the Department of Home Affairs.

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> Proof of Residential Address 		X	Proof of residential address is required before that the <i>Supplier's</i> employee is allowed to register on the FFD system.	<i>Supplier's</i> own planning	The proof may not be older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system.
	<ul style="list-style-type: none"> CV and Qualifications 		X	Authenticated qualifications to be presented before registration takes place	<i>Supplier's</i> own planning	<ul style="list-style-type: none"> The <i>Supplier's</i> employees must be in possession of his/her CV when he/she arrives on site to start the FFD process. The <i>Supplier</i> is required to verify the authenticity of the qualifications that is required for the work that is to be performed on Delivery Place. Eskom retains the right to verify any tertiary qualification that an applicant is required to have to work in a specific discipline. The <i>Supplier</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system. Persons not in possession of the qualifications required by the <i>Purchaser</i> are not considered for employment by the <i>Supplier</i> (in that particular discipline).
	<ul style="list-style-type: none"> Criminal History 		X	Assessment of criminal history	<i>Supplier's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point The criminal history of an applicant shall be assessed before access to the Delivery Place is considered. SA citizens obtain their criminal history reports from the South African Police (SAPS). The report may not be older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system. This service is also available from the <i>Purchaser's</i> Security section. South African applicants are required to give their consent to the <i>Purchaser</i> to obtain the relevant information from the SAPS. Non South African citizens are required to provide proof of their criminal history. The criminal history report from their country's law enforcement agency or INPO (USA citizens only) is dated within three months of their required access date. Persons with a criminal background that is deemed to be a security risk to the Delivery Place are not to be

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
						<ul style="list-style-type: none"> considered for employment by the <i>Supplier</i>. The <i>Supplier's</i> employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> Complete Man Job Spec Form 	X	X	Supplier to complete with <i>Supply Manager</i>	Supplier's own planning	<ul style="list-style-type: none"> The <i>Supplier</i> ensures that an occupational health <i>services</i> job specification form is completed, in conjunction with the <i>Supply Manager</i> ; for each of his employees and all signatures are obtained before the health assessment is arranged. These forms are obtainable from the <i>Purchaser</i> at Koeberg. The form identifies the work scope, the occupational hazards that the <i>Supplier's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks. The <i>Supplier's</i> employee will be in possession of the completed and signed occupational health <i>services</i> job specification form when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> Drug Test 		X	Negative drug test to be presented before registration takes place	Supplier's own planning	<ul style="list-style-type: none"> Terminate Process Hold Point <i>Supplier</i> ensures that their employees have been tested for drugs before they arrive on site to start the FFD process. Persons with a positive drug test result are not considered for employment by the <i>Supplier</i>. Persons with positive drug tests will not be allowed to register for the FFD process. The <i>Supplier's</i> employees must be in possession of the drug test results when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> Health Assessment 		X	Medical examination to be presented before registration takes place	Supplier's own planning	<ul style="list-style-type: none"> Terminate Process Hold Point The <i>Supplier</i> ensures that all his employees complete a health assessment before they arrive on site to start the FFD process. The occupational health <i>services</i> job specification form is required by the occupational health practitioner for the health assessment. Applicants that are not declared fit to do the work specified in the occupational health <i>services</i> job specification form are not

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
						<p>allowed to register on the FFD system.</p> <ul style="list-style-type: none"> Health assessment are only performed by <i>Purchaser</i> registered Occupational Health Practitioners. The health assessment report is not older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system. Persons that are not declared fit to perform the work specified in the occupational health services job specification form are not be considered for employment by the <i>Supplier</i>. The <i>Supplier's</i> employee must be in possession of the medical assessment results and other relevant documentation when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> Work Permit 		X	Work permits to be obtained before registration takes place	<i>Supplier's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point Non South African Citizens are required to be in possession of the relevant Work Permit as required by the Immigration Act before access is considered. Persons not in possession of a valid work permit is not be considered for employment by the <i>Supplier</i>. The <i>Supplier's</i> employee must be in possession of the original work permit when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> Registration on FFD System 	X	X		<i>Supplier's</i> own planning	<ul style="list-style-type: none"> <i>Supplier's</i> employees are registered on the <i>Purchaser's</i> FFD system by a person appointed by the <i>Purchaser</i>. This could be a <i>Supplier</i> employee, if appointed by the <i>Purchaser</i>. <i>Purchaser's</i> responsible to arrange this activity. Registration is only performed if the <i>Supplier's</i> employee is in possession of all the documentation required for registration If the <i>Supplier's</i> employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.
	<ul style="list-style-type: none"> Training Requirements Form 	X	X	<i>Purchaser</i> and <i>Supplier</i> to supply	<i>Supplier's</i> own planning	<ul style="list-style-type: none"> The scope of each <i>Supplier</i> employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence. All <i>Purchaser</i> training sessions includes an assessment at the

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
						<p>end of each session. Persons that do not pass any training assessments and/or technical assessments as identified for the scope of work are not allowed to continue with the FFD process and shall be required to leave the Delivery Place.</p> <ul style="list-style-type: none"> The <i>Purchaser</i> identifies any specific training needs of each individual or group of individuals (based on the planned work scope) and ensures compliance to the training requirements identified for the specific duties before access to Delivery Place is considered. The <i>Supplier's</i> employee must be in possession of the training requirements form when he/she arrives on site to start the FFD process.
	• FFD Bookings	X	X		<i>Supplier's</i> own planning	<ul style="list-style-type: none"> <i>Supplier's</i> employees are booked on the <i>Purchaser's</i> FFD system by a person appointed by the <i>Purchaser</i>. This could be a <i>Supplier</i> employee, if appointed by the <i>Purchaser</i>.
	• Asbestos Training		X	Training that the <i>Supplier's</i> employee must complete (only if required)	<i>Supplier's</i> own planning	Only if required
	• Confined Space Training		X	Training that the <i>Supplier's</i> employee must complete (only if required)	<i>Supplier's</i> own planning	Only if required
	• Non-Disclosure Agreement		X	All <i>Supplier</i> employees are required to sign a non-disclosure agreement	<i>Supplier's</i> own planning	<ul style="list-style-type: none"> The <i>Supplier</i> ensures that a non-disclosure agreement is signed form is signed by each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Purchaser</i> at Koeberg.
	• Security Permit Application	X	X	<i>Purchaser</i> and <i>Supplier</i> to supply	<i>Supplier's</i> own planning	<ul style="list-style-type: none"> The <i>Supplier</i> ensures that a security permit application form is completed for each employee, before the person is registered to start the FFD process. These forms are obtainable from the <i>Purchaser</i> at Koeberg. It is important that the form is completed by the <i>Supplier</i> in conjunction with the <i>Purchaser</i>. The form identifies the security areas that the <i>Supplier's</i> employee is required to enter for the execution of the tasks.

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
						<ul style="list-style-type: none"> The <i>Supplier's</i> employees must be in possession of the security permit application when he/she arrives on site to start the FFD process.

5.5.2.1. Fraudulent Documents

The *Supplier's* employees that have presented fraudulent documentation are permanently denied access to the *Purchaser's* Koeberg site.

5.5.2.2. False Declarations

The *Supplier's* employees that have made false declarations are permanently denied access to the *Purchaser's* Koeberg site.

5.5.3. FFD requirements after registration takes place

Activities to be performed after the *Supplier's* arrival at the Delivery Place

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> Enrolment on FFD System 	X	X	<i>Supplier's</i> employees shall be enrolled on the <i>Purchaser's</i> FFD system by the Security Group when they arrive on site.	10 min	<ul style="list-style-type: none"> A <i>Supplier's</i> employee will not be allowed to attend any further FFD activities if he/she is not enrolled on the FFD system and issued with a bar coded form.
	<ul style="list-style-type: none"> Drug Test 	X	X	All the <i>Supplier's</i> employees are required to perform a drug test administered by the <i>Purchaser</i> . This test will be done notwithstanding the test done by the <i>Supplier</i> .	30 min	<ul style="list-style-type: none"> The <i>Supplier's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Delivery Place and will be denied access for at least 12 months.
	<ul style="list-style-type: none"> Criminal History Verification 	X	X	All <i>Supplier</i> employees that apply for a security permit to access the Delivery Place are required to give consent to the <i>Purchaser</i> to verify their criminal background. This activity is performed on site by the <i>Purchaser's</i> Security staff for South African citizens by the taking of a set of finger prints and forwarding same to	30 min	<ul style="list-style-type: none"> South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the <i>Purchaser's</i> Security staff with a set of fingerprints, for record purposes. <i>Supplier</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Delivery Place

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
				the SAPS for verification.		
	<ul style="list-style-type: none"> Health Verification 	X	X	<p><i>Supplier</i> employees are required to report to the <i>Purchaser's</i> Health Services section where the medical examination performed off-site will be verified to ensure that all requirements have been met.</p>	30 min	The duration of this activity is approximately 30 minutes
	<p>Induction Training including:</p> <ul style="list-style-type: none"> SAT PIT FME (Generic) Human Performance 	X	X	<ul style="list-style-type: none"> Delivery Place Access Training (SAT) <i>Supplier</i> employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence. Plant Induction Training (PIT) <i>Supplier</i> employees who are required to work inside the protected area of KNPS are required to complete the Plant Induction Training (PIT) course before work may commence. Foreign Material Exclusion Training (FME) <i>Supplier</i> employees coming to site that require access to FME zones or will perform any hands-on work on the plant are required to complete this training. 	8 hours	<ul style="list-style-type: none"> Delivery Place Access Training (SAT) The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to the protected area of KNPS. <i>Supplier</i> employees that do not successfully complete the SAT course shall not be allowed access to the Delivery Place. Plant Induction Training (PIT) <i>Supplier</i> employees that do not successfully complete the PIT course are not allowed access to the Delivery Place. <i>Supplier</i> employees required to perform work in the intake basin are required to pass the PIT Foreign Material Exclusion Training (FME) <i>Supplier</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course successfully are not allowed access to the plant Human Performance Training (HPT) <i>Supplier</i> employees that do not successfully complete the HPT course are not allowed access to Delivery Place. <i>Supplier</i> employees required to perform work in the intake

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
				<ul style="list-style-type: none"> • Human Performance Training (HPT) Supplier employees that are required to work inside the protected area of KNPS shall complete the Human Performance Training (HPT) before work may commence. 		basin are required to pass the HPT course.
	<ul style="list-style-type: none"> • Induction to Working at Heights / Material Handling 	X	X	<ul style="list-style-type: none"> • Supplier employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered. 	8 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the Working at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited
	<ul style="list-style-type: none"> • Induction to Confined Space 	X	X	<ul style="list-style-type: none"> • Supplier employees are required to successfully complete the required confined space training before access to confined space is considered. 	2 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the confined space training will result in access to confined space being restricted
	<ul style="list-style-type: none"> • Induction to Asbestos Training 	X	X	<ul style="list-style-type: none"> • Supplier employees are required to successfully complete the required Asbestos training before access to Asbestos zones is considered. 	1 hour	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the Asbestos training will result in access to Asbestos zones being restricted
	<ul style="list-style-type: none"> • Induction to Basic Rigging 	X	X	<ul style="list-style-type: none"> • Supplier employees are required to successfully complete the required Rigging training before rigging work is considered. 	8 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the Rigging training will result in rigging work being prohibited
	<ul style="list-style-type: none"> • Technical assessment • Mechanical 	X	X	<ul style="list-style-type: none"> • Supplier employees who 		<ul style="list-style-type: none"> • Only if required

	Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> Machining MC&I Electrical Welding Pipe Fitting Civil TA 4 I&T MSS 			are required to perform work of a technical nature inside the protected area of Koeberg are required to perform technical assessments and be authorised to perform the work that they have been assessed for.	4hrs - 16p 12hrs - 3p 16hrs - 16p 8hrs - 4p 4hrs - 6p 6hrs - 4p 6hrs - 4p 8hrs - 4p	<ul style="list-style-type: none"> The <i>Purchaser</i> is responsible to indicate the work that the <i>Supplier's</i> employee will be performing on the Delivery Place. <i>Supplier</i> employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Delivery Place. The duration of this activity depends on the type of work discipline and scope and is between 4 hours and two days.
	<ul style="list-style-type: none"> Final acceptance and Issuing permit 	X	X	<ul style="list-style-type: none"> All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group. 	30min	

5.5.4. 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 *Supplier* is responsible for the cost and completion of the medical examination by his personnel prior to them coming to delivery place.

The *Supplier* is liable for payment of medical examinations and COVID -19 screening of staff.

5.5.5. COVID-19 controls that must be followed:

- Mask shall be provided by the *Supplier* and employees will wear it at all times while at the delivery place
- Temperature screening must be done outside of FFD centre in the allocated location, before proceeding to the Medical Centre reception desk.
- Hand sanitisers are in place and the practicing of social distancing will be strictly adhered to.

5.5.6. Exit procedure

The *Supplier* ensure that permit holders that no longer require access to the Delivery Place follow the FFD exit procedure. Failure to do so may result in the *Supplier's* employee being denied access in future.

The duration of the exit activity is approximately 90 minutes and includes an exit medical examination.

6. Completion

6.1. Work to be done by the Completion Date

On or before the Completion Date the *Supplier* shall have done everything required to provide the Works. The *Supply Manager* cannot certify Completion until all the work has been done and is also free of Defects which would have, in his opinion, prevented the *Purchaser* from using the *goods* and others from doing their work.

7. List of drawings

7.1. Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Goods Information and Site Information.

Drawing number	Revision	Title
KBA 1217 GOO 002	Z12	Generator Protection Scheme Diagrams GPA 003 AR (old)
KBA 1217 GOO 005	Z9	Generator Protection Scheme Diagrams GPA 004 AR (old)
KBA 1217 GPA 701-706	Z2	Generator Protection Diagrams Interface
KBA 1217 GPA 700	Z1	Generator Protection Diagrams AC interface
KBA 1217 GEV 700	Z1	Generator Protection Diagrams AC interface
KBA 1217 GPA 750	Z8	Generator Cable Diagrams
0.46/3772	0	Generator Transformer 1 AC Key Diagram

C3.2 *SUPPLIER'S* WORKS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods*. It is most likely to be required for design and construct contracts where the tendering *Supplier* will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

Typical sub headings could be

- a) *Supplier's* scheme design documents
 - Test procedures i.e. FAT and Commissioning.
 - Maintenance procedure
 - Manufactured cabinets
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.
