



# NEC3 Professional Services

## Short Contract (PSSC3)

<b>A contract between</b>	<b>Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)</b>	
<b>and</b>		
<b>for</b>	<b>Provision of the measurement of the control room envelope unfiltered in-leakage for Koeberg Nuclear Power Station</b>	
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# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### **Provision of the measurement of the control room envelope unfiltered in-leakage for Koeberg Nuclear Power Station**

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all the obligations and liabilities of the *Consultant* under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is (*)	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

(\*) If the work is to be paid for on a time charge basis, state “**Not applicable; paid on time charge basis**”

This Offer may be accepted by the *Client* by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

### **For the Consultant**

Signature			
Name(s)			
Capacity			
<b>Name &amp; address of organisation</b>			
Name & signature of witness		Date	

## Acceptance

By signing this part of this Form of Offer and Acceptance, the *Client* identified below accepts the tenderer's Offer. In consideration thereof, the *Client* shall pay the *Consultant* the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the *Client* 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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: The Scope

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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Client* 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the *Client* (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

## For the *Client*

Signature(s)			
Name(s)	Mr. Tayeb Jappie		
Capacity	Senior Manager SGR Project (Acting)		
Name & address of organisation	Eskom Holdings SOC Ltd, Koeberg Nuclear Power Station R27 off West Coast Road, Melkbosstrand, Republic of South Africa, 7441		
Name & signature of witness	Ms. Sharon Nyobole		Date

## Schedule of Deviations

### Note:

1. To be completed by the *Client* prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Client* 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	N/A	N/A
2	N/A	N/A
3	N/A	N/A
4	N/A	N/A

By the duly authorised representatives signing this Schedule of Deviations below, the *Client* 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 *Client* 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.

	<b>For the Consultant</b>	<b>For the Client</b>
Signature		
Name		Mr. Tayeb Jappie
Capacity		Senior Manager SGR Project (Acting)
Name & address of organisation		Eskom Holdings SOC Ltd, Koeberg Nuclear Power Station R27 off West Coast Road, Melkbosstrand, Republic of South Africa, 7441
Name & signature of witness		Ms. Sharon Nyobole

Date		
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## C1.2 Contract Data

### Part one - Data provided by the *Client*.

Clause	Statement	Data
	<b>General</b>	
10.1	The <i>Client</i> is (Name):	<b>Eskom Holdings SOC Ltd (Reg No. 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Represented by	<b>Mr. Pule Molahlehi</b>
	Tel No.	<b>+27 21 522 3369 / 5807</b>
	E-mail address	<a href="mailto:molahlpi@eskom.co.za">molahlpi@eskom.co.za</a>
11.2(6)	The <i>services</i> are	<b>Provision of the measurement of the control room envelope unfiltered in-leakage for Koeberg Nuclear Power Station</b>
11.2(7)	The Scope is in	<b>the document called 'C3.1 The Scope' in Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>To be confirmed</b>
11.2(2)	The <i>completion date</i> is.	<b>30 June 2024</b>
12.2	The <i>law of the contract</i> is	<b>the law of the Republic of South Africa</b>
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> <li>• <b>2 (two) weeks during non-testing periods</b></li> <li>• <b>24 (twenty-four) hours during testing</b></li> <li>• <b>Periods for review as stated in the Scope of Work.</b></li> </ul>
41.1	The <i>defects date</i> is	<b>52 weeks after Completion</b>

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50.1	The <i>assessment day</i> is	<b>monthly, between the 24th and 25th day of each successive month.</b>	
50.5	The <i>delay damages</i> for late Completion are	<b>R15 000.00 per day up to a maximum of 5% of the Total of The Prices.</b>	
51.1	If the period for payment is	<b>4 (four) weeks after receipt of a valid tax invoice.</b>	
51.2	If a rate less than 0.5% per week of delay has been agreed	<b>the publicly quoted prime rate of interest charged by Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due.</b>	
81.1	The <i>Consultant</i> provides the following insurance cover		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the <i>services</i> or earlier termination</b>
	Liability for failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing <i>services</i> similar to the <i>services</i>	<b>Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims</b>	<b>The Defects Date</b>
	death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the <i>Services</i> .	<b>Whatever the <i>Consultant</i> deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims.</b>	<b>The Defects Date</b>

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	<p>death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract</p>	<p><b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Consultant's</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims</b></p>	<p><b>As <i>Consultant</i> deems necessary</b></p>																										
<p>81.1</p>	<p>The <i>Client</i> provides the following insurances</p>	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="818 737 1365 772"><b><i>Client</i></b></th> </tr> <tr> <th data-bbox="818 772 1094 898"><b>Insurance against</b></th> <th data-bbox="1094 772 1365 898"><b>Minimum amount of cover or minimum limit of indemnity</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="818 898 1094 968">Assets All Risk</td> <td data-bbox="1094 898 1365 968">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 968 1094 1037">Project insurance</td> <td data-bbox="1094 968 1365 1037">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1037 1094 1106">Nuclear Public Liability</td> <td data-bbox="1094 1037 1365 1106">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1106 1094 1239">Nuclear Material Damage and Business Interruption</td> <td data-bbox="1094 1106 1365 1239">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1239 1094 1308">Nuclear Material Damage Terrorism</td> <td data-bbox="1094 1239 1365 1308">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1308 1094 1377">General and Public Liability</td> <td data-bbox="1094 1308 1365 1377">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1377 1094 1446">Environmental Liability</td> <td data-bbox="1094 1377 1365 1446">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1446 1094 1516">Transportation (Marine)</td> <td data-bbox="1094 1446 1365 1516">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1516 1094 1585">Marine Small Craft Liability</td> <td data-bbox="1094 1516 1365 1585">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1585 1094 1654">Motor Fleet and Mobile Plant</td> <td data-bbox="1094 1585 1365 1654">As per the insurance policy document.</td> </tr> <tr> <td data-bbox="818 1654 1094 1724">Cyber Liability</td> <td data-bbox="1094 1654 1365 1724">As per the insurance policy document.</td> </tr> </tbody> </table>		<b><i>Client</i></b>		<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>	Assets All Risk	As per the insurance policy document.	Project insurance	As per the insurance policy document.	Nuclear Public Liability	As per the insurance policy document.	Nuclear Material Damage and Business Interruption	As per the insurance policy document.	Nuclear Material Damage Terrorism	As per the insurance policy document.	General and Public Liability	As per the insurance policy document.	Environmental Liability	As per the insurance policy document.	Transportation (Marine)	As per the insurance policy document.	Marine Small Craft Liability	As per the insurance policy document.	Motor Fleet and Mobile Plant	As per the insurance policy document.	Cyber Liability	As per the insurance policy document.
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82.1	The <i>Consultant's</i> total liability to the <i>Client</i> for matters for which insurance is provided is limited to	<b>R25 million in respect of each claim, without limit to the number of claims.</b>
82.1	The <i>Consultant's</i> total liability to the <i>Client</i> for other matters is limited to	<b>the total of the Prices.</b>
93.1	The procedure to be followed before <i>tribunal</i> is	<b>adjudication in terms of Option W1 Dispute Resolution procedures in the NEC3 Professional Services Contract, April 2013, (PSC3).</b>
W1.1	The <i>Adjudicator</i> is	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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).
W1.2(3)	The <i>adjudicator nominating body</i> is:	the Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
	The <i>tribunal</i> is	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa.
	The person or organisation who will choose the arbitrator if the Parties cannot agree a choice is:	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	<b>The <i>conditions of contract</i> are the NEC3 Professional Services Short Contract (April 2013)<sup>1</sup> and the following additional conditions:</b>	
<b>Z1</b>	<b>Cession delegation and assignment</b>	



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Z1.1	The Consultant does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.
Z1.2	Notwithstanding the above, the <i>Client</i> may on written notice to the <i>Consultant</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
<b>Z2</b>	<b>Joint ventures</b>
Z2.1	If the Consultant constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Employer for the performance of this contract.
Z2.2	Unless already notified to the <i>Client</i> , the persons or organisations notify the <i>Client</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Consultant</i> on their behalf.
Z2.3	The <i>Consultant</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Client</i> having been given to the <i>Consultant</i> in writing.
<b>Z3</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>
Z3.1	Where a change in the <i>Consultant's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Consultant's</i> B-BBEE status, the <i>Consultant</i> notifies the <i>Client</i> within seven days of the change.

Z3.2	The <i>Consultant</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Client</i> within thirty days of the notification or as otherwise instructed by the <i>Client</i> .
Z3.3	Where, as a result, the <i>Consultant's</i> B-BBEE status has decreased since the Contract Date the <i>Client</i> may either re-negotiate this contract or alternatively, terminate the <i>Consultant's</i> obligation to Provide the Services.
Z3.4	Failure by the <i>Consultant</i> to notify the <i>Client</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Client</i> terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the <i>Client</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.
<b>Z4</b>	<b>Confidentiality</b>

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Z4.1	The Receiving Party does not disclose or make any information arising from or in connection with this contract available to Others, without the prior written consent of the Disclosing Party, which is not unreasonably withheld. This undertaking does not apply to information which at the time of disclosure or thereafter, without default on the part of the Receiving Party, enters the public domain or to information which was already in the possession of the Receiving Party at the time of disclosure, or information independently developed without reference to the Disclosing Party's information. Should the <i>Consultant</i> disclose information to Others in terms of clause 25.1, the <i>Consultant</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the Receiving Party is uncertain about whether any such information is confidential, it is regarded as such until notified otherwise by the Disclosing Party.
Z4.3	In the event that the Receiving Party is required by law to disclose any such information which is required to be kept confidential, the Receiving Party, to the extent permitted by law prior to disclosure, notifies the Disclosing Party 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 Receiving Party 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 Receiving Party ensures that all his sub consultants abide by the undertakings in this clause.
Z4.5	The taking of images (whether photographs, video footage or otherwise) of the Koeberg Nuclear Power Station or any portion thereof, in the course of Providing the Services or after Completion, requires the prior written consent of the <i>Client</i> . All rights in and to all such images vests in the <i>Client</i> .

<b>Z5</b>	<b>Waiver and estoppel: Add to core clause 12.3:</b>
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the <i>Adjudicator</i> 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.
<b>Z6</b>	<b>Provision of a Tax Invoice. Add to core clause 51</b>
Z6.1	The <i>Consultant</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Client's</i> VAT number 4740101508 on each invoice he submits for payment.
<b>Z7</b>	<b>Notifying compensation events</b>
Z7.1	Delete from the last sentence in core clause 61.3, "unless the <i>Client</i> should have notified the event to the <i>Consultant</i> but did not".
<b>Z8</b>	<b><i>Client's</i> limitation of liability</b>
Z8.1	The <i>Client's</i> liability to the <i>Consultant</i> for the <i>Consultant's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z8.2	<p>Notwithstanding any other provision in this contract to the contrary and to the fullest extent permitted by law, the <i>Consultants</i> and its affiliates' maximum aggregate liability for any and all claims, damages and losses arising out of any cause, whether based in contract, negligence, warranty, strict liability, tort or otherwise, with regard to the provision of the <i>services</i>, does not exceed the total value of the Prices, except in the case of gross negligence and/or unlawful intent of the <i>Consultant</i>.</p> <p>Neither the <i>Consultant</i> nor <i>Client</i>, or any of their affiliates, is responsible to the other Party for consequential, incidental and punitive damages or indirect losses of any kind such as but not limited to loss of profit or revenue, loss of energy or production, loss of product or use, any costs of business interruption, loss of customers or contracts, costs of substitute energy or similar costs.</p> <p>This limitation of liability clause shall also apply to any on-site <i>service</i> performed by the <i>Consultant</i>, its affiliates or its sub consultants, related to the <i>services</i>.</p>
<b>Z9</b>	<b>Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":</b>
Z9.1	or had a business rescue order granted against it.
<b>Z10</b>	<b>Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)</b>
Z10.1	If the <i>Consultant's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Client</i> may terminate the <i>Consultant's</i> obligation to Provide the Services.

Z10.2	If the <i>Client</i> terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the <i>Client</i> of completing the whole of the <i>services</i> in addition to the amounts due in terms of core clause 92.1.
<b>Z11</b>	<b>Ethics</b>
	<p>For the purposes of this Z-clause, the following definitions apply:</p> <p><b>Affected Party:</b> means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> 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,</p> <p><b>Coercive Action:</b> 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,</p> <p><b>Collusive Action:</b> 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,</p> <p><b>Committing Party</b> means, as the context requires, the <i>Contractor</i>, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,</p> <p><b>Corrupt Action:</b> 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,</p> <p><b>Fraudulent Action:</b> 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,</p> <p><b>Obstructive Action:</b> 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</p> <p><b>Prohibited Action:</b> means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.</p>
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The <i>Client</i> may terminate the <i>Consultant</i> obligation to Provide the Works if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Client</i> 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 <i>Client</i> can terminate the <i>Consultant's</i> obligation to Provide the Works for this reason.
Z11.3	If the <i>Client</i> terminates the <i>Consultant's</i> obligation to Provide the Works for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Client</i> does not have a contractual bond with the Committing Party, the <i>Consultant</i> ensures that the Committing Party co-operates fully with an investigation.

<b>Z12</b>	<b>Notifying compensation events</b>
Z12.1	Delete clause Z7 entirely.
<b>Z13</b>	<b>Export Control</b>
Z13.1	The <i>Client</i> and the <i>Consultant</i> complies with all applicable country export laws, and agree that no products, technical data, or other information furnished pursuant to this contract, or any product thereof, subject to export controls, are exported, re-exported or otherwise used except in accordance with all such applicable export laws, except with prior written consent of the other Party. This consent is not unreasonably withheld but may be contingent on additional United States Government and other applicable government approvals, and the <i>Consultant</i> timeously advises the <i>Client</i> of the same and provides any assistance to the <i>Client</i> which may be required.
<b>Z14</b>	<b>Intellectual Property</b>
Z14.1	“Intellectual Property” means (a) patents, trademarks, service marks, rights in designs, trade names, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licenses and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.
Z14.2	All Intellectual Property rights, contained in any developed materials which are created by the <i>Consultant</i> or on behalf of the <i>Consultant</i> , for the purposes of and in support of the provision of the works vests with the <i>Consultant</i> . The <i>Consultant</i> retains the Intellectual Property rights in and to the <i>Consultant</i> 's Intellectual Property made by or on behalf of the <i>Consultant</i> as part of the <i>services</i> .
Z14.3	The <i>Consultant</i> gives to the <i>Client</i> a non-terminable, transferable, non-exclusive, royalty-free license, to copy, use and communicate the <i>Consultant</i> 's documents containing Intellectual Property relating to the works (the “IP Documents”), including making and using modifications of them.
Z14.4	This license (a) applies throughout the actual or intended working life (whichever is longer) of the works; (b) entitles any person in proper possession of the relevant part of the works, to copy, use and communicate the IP Documents for the purposes of completing, operating, using, maintaining, altering, adjusting, repairing, refurbishing and demolishing the works (the “Purposes”); and (c) in the case of IP Documents which are in the form of computer programs and other software, permit their copying, use and communication for the Purposes.
Z14.5	The IP Documents are not, without the <i>Consultant</i> 's written consent, used, copied or communicated to a third party by or on behalf of the <i>Client</i> for any purpose other than the Purposes.
Z14.6	The <i>Consultant</i> procures that each sub consultant executes all and any IP Documents, and take all and any other actions as may be required, in order to give effect to this license.
Z14.7	The <i>Client</i> retains all Intellectual Property rights in all documents made by or on behalf of the <i>Client</i> including all documents and requirements provided prior to or during the execution of the works. The <i>Consultant</i> does not, without the written consent, of the <i>Client</i> ,

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	copy, use or issue to a third party any of these document and requirements except for the purposes of executing the works.
Z14.8	Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the <i>Client's</i> documents and requirements at all, in respect of the <i>Client</i> , or the IP Documents other than for the Purposes, in respect of the <i>Consultant</i> .
<b>Z15</b>	<b>Nuclear Liability</b>
Z15.1	The <i>Client</i> is the operator for the Koeberg Nuclear Power plant, designated as such by the National Nuclear Regulator of the Republic of South Africa.
Z15.2	The <i>Client</i> is solely responsible for and will indemnify the <i>Consultant</i> , its employees, agents or sub consultant against any and all claims, liabilities or expenses, including litigation costs (on an attorney and own client scale), which the <i>Consultant</i> , its employees, agents or sub consultant may incur, to any person or entity, arising out of or resulting from a nuclear incident, nuclear accident and/ or nuclear damage, save to the extent that any claims arise, or loss or damage is incurred, due to the unlawful intent of the <i>Consultant</i> , its employees, agents or sub consultant.
Z15.3	The <i>Client</i> waives all rights of recourse and will request that its insurers waive all rights of subrogation against the <i>Consultant</i> , its employees, agents or sub consultant, arising from the aforesaid, save to the extent that any claims arise, or loss or damage is incurred, due to the unlawful intent of the <i>Consultant</i> , its employees, agents or sub consultant.
Z15.4	The protection afforded by the provisions of this clause shall be in effect until the Koeberg Nuclear Power Plant is permanently decommissioned.

# C1.2 Contract Data

**Part two - Data provided by the *Consultant* (the *Consultant's Offer*)**

The tendering *Consultant* is advised to read both the NEC3 Professional Services Short Contract (April 2013) and the relevant parts of its Guidance Notes (PSSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the PSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Consultant</i> is (Name):		
	Address		
	Tel No.		
	Fax No.		
	E-mail address		
	The <i>Consultant</i> offers to Provide the Services in accordance with the <i>conditions of contract</i> for an amount to be determined in accordance with the <i>conditions of contract</i>		
22.2	The name, job, qualifications and experience of <i>Consultant's</i> key people are in		
50.3	The <i>staff rates</i> are	<b>In the Price List</b>	
	Person or Job	<b>Unit of measure</b>	<b>Rate</b>
		<b>In the Price List</b>	
11.2(5)	The offered total of the Prices is:		

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za .

# C2 Pricing Data

## C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Client* or the tendering *Consultant*.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.
- If the *Consultant* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Client* in Tender Data or in an instruction the *Client* has given before the tenderer enters his Prices.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.



**C2.2 Price List**

The *Consultant* shall use the Price List table below as the minimum information for pricing the entire *scope*. The *Consultant* may include additional items / sub-items in the Price List to execute the *scope*.

Item no.	Description	Price
1	<i>Consultant</i> submit 1st programme for acceptance by the <i>Client's Representative</i>	
2	Compile and issue walk-down report for acceptance by the <i>Client's Representative</i> In compliance with Section 4.2 and 6.1 of the URS.	
3	PMP, H&S Plan and all other documentation required from this contract, submitted to the <i>Client's Representative</i> for acceptance	
4	Submit the work plan for acceptance by the <i>Client's Representative</i> as detailed under Section 4.3 and 6.2 of the URS	
5	Complete the control room unfiltered in-leakage test in compliance with Section 4.4 and 4.5 of the URS	
6	Submit post testing report and test data for acceptance by the <i>Client's Representative</i> in compliance with Section 6.3 and 6.4 of the URS	
Expenses	Accommodation and vehicle rental	
<b>TOTAL CONTRACT PRICE</b>		

**Price List Assumptions:**

1. All rates are inclusive, selling rates and does not require any additional fee percentages;
2. Item 2: Walk-down time is priced in 4 working days, additional time required will be invoiced based on hourly Staff rates below;
3. Item 5: Overtime of personnel and equipment beyond normal working time as indicated in the Scope of Work, is priced as below:
  - Working day (10 hours):
  - Saturdays, Sundays and Holidays (10 hours):

Staff rates for compensation events are:

STAFF PROFILE	R/H (weekday)	R/H (weekend/holiday)
Control Room Habitability Sr Engineer		
Control Room Habitability Jr Engineer		

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HVAC Testing Sr Technician		
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Expenses stated by the *Client* as per the below South African Law for State Owned Entities:

- 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)

Accommodation	Domestic hotel accommodation may not exceed one thousand three hundred rand  (R1 300), inclusive of VAT, per night per person (including dinner, breakfast and parking).
Flights	<ul style="list-style-type: none"> <li>• Local flights –travel on economy class</li> <li>• International flights –travel on economy class</li> <li>• No business or first-class travel is allowed.</li> </ul>
Car Hire	Group B or an equivalent class. Group B vehicles contain the following specifications: <ul style="list-style-type: none"> <li>• 5 Doors</li> <li>• Manual</li> <li>• Air Conditioning</li> <li>• Radio/CD</li> <li>• Power Steering</li> <li>• Airbags</li> <li>• Central Locking</li> <li>• ABS</li> </ul>
Airport parking charges, toll fees and taxis	At cost
<p>All expenses claimed by the <i>Consultant</i> must be supported by a corresponding documentation (for example: receipt / invoice / statement):</p> <p>No fee percentage may be added to accommodation and travel costs.</p>	

# C3: Scope of Work

## C3.1 The *Client's* Service Information

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# 1 DESCRIPTION OF THE SERVICES

## 1.1 PURPOSE OF THE SERVICES

Control Room Habitability (CRH) refers to the ability of the Control Room Ventilation System (DVC) to provide a safe and comfortable working environment for plant operators during normal and emergency conditions. In 1971 the United States Nuclear Regulatory Commission (U.S. NRC) addressed CRH by adding General Design Criterion (GDC) 19 to Appendix A of 10 CFR Part 50 (General Design Criteria for Nuclear Power Plants). GDC 19 states:

“A control room shall be provided from which actions can be taken to operate the nuclear power unit safely under normal conditions and to maintain it in a safe condition under accident conditions, including loss-of-coolant accidents. Adequate radiation protection shall be provided to permit access and occupancy of the control room under accident conditions without personnel receiving radiation exposures in excess of 5 rem whole body, or its equivalent to any part of the body, for the duration of the accident.”

The demonstration that a facility’s Control Room (CR) conforms to GDC 19 typically requires:

- an assessment of the radiological doses to CR operators in the Control Room Envelope (CRE) in accordance with U.S. NRC Regulatory Guide (RG) 1.196 or the Design Basis Accidents (DBAs) identified in U.S. NRC RG 1.183 and
- a basis for and validation of the assumed unfiltered in-leakage used in CR operator dose calculations in accordance with the guidance on acceptable test methods provided in U.S. NRC RG 1.197.

It is the purpose of the *services* to determine the unfiltered in-leakage at Koeberg Nuclear Power Station (KNPS) to demonstrate that the CRE’s in-leakage characteristics are consistent with the licensing basis and design basis for Koeberg Nuclear Power Station (KNPS as reflected in CRH evaluation and to confirm that the CRH requirement stated in GDC 19 is met.

## 1.2 INTERPRETATION AND TERMINOLOGY

### 1.2.1 Definitions:

Term	Definition
<b>Requirement</b>	A condition or capability needed by a user to solve a problem or achieve an objective.
<b>Scope of Supply:</b>	The sum of the products, <i>services</i> , and results to be provided as a project.
<b>Shall, Should, May:</b>	“Shall” is used to denote a requirement, “Should” a recommendation and “May” to denote permission in <i>Client’s</i> Service Information and relevant specifications.
<b>Trigramme:</b>	Koeberg labelling system that consists of a unit number followed by three alphabetic characters identifying a system, followed by a three-digit number, followed by two letters (bigramme) indicating a component.

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Term	Definition
<b>Takeover:</b>	Process of transfer of responsibility for all or part of a project or its deliverables to the <i>Client's representative</i> from the <i>Contractor</i> . Typically, this takes place at the end of task order or a major part thereof.
<b>Non-Outage:</b>	When the power station unit is operational.
<b>Outage:</b>	When the power station unit is shut down for maintenance and re-fueling.
<b>Technical Lead:</b>	The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the <i>services</i> is suited for its designated purpose as stated in the Service Information.
<b>Design:</b>	The process of devising a system, component, or process to meet the <i>Client's</i> requirements, as specified in the Service 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>services</i> .
<b>Others:</b>	<p>The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the <i>services</i> is suited for its designated purpose as stated in the Service Information.</p> <ul style="list-style-type: none"> <li>• The Eskom Engineer,</li> <li>• NNR,</li> <li>• <i>Client's representative</i> Authorised Inspection Authority (AIA),</li> <li>• <i>Client's</i> consultants and</li> <li>• other consultants.</li> </ul> <p>The list is updated, by the <i>Client's representative</i>, each time a third parties contract is placed by the <i>Client</i> or when Others change.</p>
<b>Include:</b>	If "include" is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, same where the word "similar" precedes the word "include".
<b>Including:</b>	If "Including" is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, same where the word "similar" precedes the word "including".

### 1.2.2 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Description
AIA	Authorised Inspection Authority
ACP	Access Control Point
B-BBEE	Broad Based Black Economic Empowerment
CI	Conventional Island
CR	Control Room
CRACK	Chemical Restrictions and Control at Koeberg
CRE	Control Room Envelope

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Abbreviation	Description
CRH	Control Room Habitability
CV	Curriculum Vitae
DVC	Control Room Ventilation System
DBA	Design Basis Accidents
FFD	Fitness for Duty
GN	Guidance Notes
GDC	General Design Criteria for Nuclear Power Plants
ID	Identity Document
KNPS	Koeberg Nuclear Power Station
KOSC	Koeberg Operating Safety Committee
KOU	Koeberg Operating Unit
NEC	New Engineering Contract
NKP	National Key Point
OHSA	Occupational Health and Safety Act
PAT	Plant Access Training
PSSC	Professional Short Services Contract
PTW	Permit to Work
SA	South Africa
SAPS	South African Police Service
SARB	South African Reserve Bank
SARS	South African Revenue Services
SAT	Site Access Training
SFT	Sanction for Test
SHE	Safety Health and Environment
SOC	State Owned Company
TA	Test Application
URS	User Requirement Specification
U.S. NRC	United States Nuclear Regulatory Commission
VAT	Value Added Tax
ZAR	South African Rand

### 1.3 THE SERVICE REQUIREMENTS

The *Consultant* performs the *service* in accordance with the *Client's* User Requirement Specification (URS) document number SGR1224/16. The *service* requirements can be found in Section 4 of the URS.

### 1.4 DESCRIPTION OF THE SERVICES

The *Consultant* conducts gas concentration measurements to establish the amount of unfiltered in-leakage into the KNPS Unit 1 and 2 CREs. A phased approach must be implemented, including the following categories as detailed in the URS:

Phase A - Optional pre-test Site walkdown.

Phase B - Pre-test walkdown report compilation, Site preparations and test planning.

Phase C - Test execution.

Phase D - Final report compilation.

Additional requirements from the *Client* include the following:

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- the *Consultant* is required to sign the confidentiality / non-disclosure agreement before accessing *Client* documentation,
- the *Consultant's* employees must have experience in performing the unfiltered in-leakage test for nuclear power plant control rooms and
- the *Consultant's* employees must have experience in applying the ASTM E741 – 00 Standard test method to measure unfiltered in-leakage.

## 1.5 EXISTING INFORMATION

A Control Room Habitability tracer gas in-leakage testing (report L4.58.04[22]) at KNPS has been conducted in July 2018 and the report can be made available on request on-Site.

## 2 SPECIFICATIONS AND STANDARDS

<b>External References</b>	
[1] Act No 47 of 1999	National Nuclear Regulator Act [Public Document – not supplied]
[2] Act 85 of 1993	Occupational Health and Safety Act (OHSA) [Public Document – not supplied]
[3] Act 102 of 1980	National Key Points Act [Public Document – not supplied]
[4] Act 130 of 1993	Compensation for Occupational Injuries and Diseases
[5] ASTM E741 – 00	Standard Test Method for Determining Air Change in a Single Zone by Means of a Tracer Gas Dilution [Public Document – not supplied]
[6] U.S. NRC RG 1.183	Alternative Radiological Source Terms for Evaluating Design Basis Accidents at Nuclear Power Reactors [Public Document – not supplied]
[7] U.S. NRC RG 1.196	Control Room Habitability at Light-Water Nuclear Power Reactors [Public Document – not supplied]
[8] U.S. NRC RG 1.197	Demonstrating Control Room Envelope Integrity at Nuclear Power Reactors [Public Document – not supplied]
<b>Internal References</b>	
	<b>Health, Safety, Environment and Quality</b>
[9] 32-95 Rev 8	Occupational Health and Safety Incident Management Procedure
[10] 32-136 Rev 4	Contractor Health and Safety Requirements
[11] 32-421 Rev 1	Eskom Cardinal Rules
[12] 238-102	Nuclear Safety Level 2 Supplier Quality Management Requirements
[13] 238-106 Rev 1	Appendix A QMS Associated Doc 238-102



[14] KAA-688 Rev 17	The Corrective Action Process
	<b>Access Control</b>
[15] 335-68 Rev 2	Fitness for Duty Process for Contractors who are Required to Perform Work inside the Owner Controlled Area of KNPS
[16] KAA-777 Rev 5	Process for Access to KNPS
[17] KSA-062 Rev 7	Reactor Building Access Requirements
	<b>Project Management</b>
[18] KAA-667 Rev 7	Processing a Permit to Work
[19] KAA-721 Rev 8	Online Work Management Process
	<b>Engineering</b>
[20] DSG-317-094 Rev 4a	Specifications for Chemical Products & Materials Used at KNPS
[21] KFA-002 Rev 9	Project Engineering Work Plan Template
[22] L4.58.04	Control Room Habitability Tracer Gas In-leakage Testing Report
[23] SGR1224/16	URS for Control Room Envelope (CRE) Unfiltered In-leakage Measurement for Eskom Koeberg Nuclear Power Station

### 3 HEALTH AND SAFETY RISK MANAGEMENT

#### 3.1 NUCLEAR SAFETY

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

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

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

#### 3.2 SHE SPECIFICATION

The *Consultant* complies with the *Client's* Level 1 Occupational Health and Safety Incident Management Procedure, number 32-95. SHE specification guidelines to which *Consultant* complies with are supplied by the *Client*.

A project specific SHE file is to be created by the *Consultant* and submitted together with a completed copy of the Occupational Health and Safety Act, Act 85 of 1993 (OHSA) Construction Regulations Checklist to the *Client's representative* for acceptance within 1 months of the *starting date* following

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which the *Consultant* maintains and updates the file.

It is to be noted that before any work can commence on Affected Property, the *Consultant* must have a permit to work (PTW) and 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 *Client's representative* for acceptance.

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

### 3.3 INCIDENT MANAGEMENT

The *Client's* procedure 32-95 - Occupational Health and Safety Incident Management Procedure, states the requirements for the effective management of incidents that may occur or could result in, occupational diseases / illnesses, fatalities, injuries, near misses, and / or environmental damage.

#### 3.3.1 Reporting of SHE Incidents

All incidents occurring on Site while Providing the Service shall be reported, to the *Client's representative*, as soon as practicable but not later than the end of that shift (in terms of KAA-688) and in the event of an incident as defined in terms of Section 24 of the OHSA where someone dies, becomes unconscious, suffers the loss of a limb or part of a limb is also reported immediately to the Department of Labour by the *Consultant*.

The following are requirements for the *Consultant*, in terms of KAA-688 – (The Corrective Action Process):

- In the event of any incident or accident, a corrective action report is completed by the *Consultant* and submitted before end of shift or within 24 h to the *Client* and the *Client's representative*.
- The *Client's* template for the corrective action report (KAA-688) is included in the *Consultant's* health and safety plan.
- The *Client's representative* raises a Condition Report (CR) and captures the details on the system.
- Where applicable, the *Client's representative* will mobilise an incident investigation team who will investigate the incident within 7 days, complete the *Client's* corporate documentation, indicating the root causes, corrective actions and recommendations for submission to the *Client's* OH&S Department.
- The *Consultant* must submit proof of corrective action within pre-determined due dates to the *Client's* OHS Department, who will then close-out the CR on the system. Dependent on the incident, it may also be required that the *Consultant* presents the corrective action to the *Client's* Koeberg Operating Safety Committee (KOSC).

#### 3.3.2 Investigation and Recording of Incidents

All incidents are investigated by the *Consultant* with the assistance of the *Client's representative*, to establish the direct, indirect and root cause of such incident as well as any reactive/preventative measures required and implemented to prevent a re-occurrence of such future incidents. Any such incident is recorded and investigated by the *Consultant* as required by General Administrative Regulation 9(1-4) of the OHSA.

### 3.4 HEALTH AND SAFETY PLAN

The *Consultant's* health and safety plan is the *Consultant's* proposal of how the work will be carried out considering the hazards expected and procedures.

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The *Client's representative* reviews and accepts the health and safety plan according to the Consultant Health and Safety Plan 32-136. The Construction Regulation Checklist of the OHSA with the required information must be included in the health and safety plan.

The *Consultant* ensures that contents of the health and safety plan for the project shall include at least:

- A copy of the principal *Consultant* appointment letter.
- The scope of *service* / description of the *service* for which the *Consultant* was appointed.
- The *Consultant's* risk assessment including control / mitigation measures to address all the risks identified.
- The risk based legislative appointments made, by the *Consultant*, as required by the Construction Regulations of the OHSA[2].
- The risk based legislative checklists and registers to be completed, by the *Consultant*, as required by the Construction Regulations of the OHSA[2].
- Certified copies and proof of competencies of all *Consultant* appointees i.e. training certificates, permits, medical certificate of fitness and curriculum vitae where required.
- Copies of identity documents for *Consultant's* employees / workers appointed for the *service*.
- Accident / incident registers to be kept, by the *Consultant*, in the event of any incidents, including near misses. A copy of the *Client's* corrective action report template (KAA-688) is included in the *Consultant's* health and safety plan, should it be required in the event of an incident.
- The *Client's representative's* letter of acceptance of the health and safety plan is added as soon as it is obtained.

The *Consultant* submits the health and safety plan, 30 days prior to commencement of any part of the *service* on Affected Property, to the *Client's representative*, who verifies the contents for acceptance. The *Consultant's* health and safety plan will be returned to the *Consultant*, should it not contain the required information or where the necessary permits have expired.

The accepted *Consultant's* health and safety plan must be on the Affected Property. Periodic audits are conducted to ensure that the *Consultant's* health and safety plan is implemented and maintained as the project progresses. Refer to the Construction Regulation 7(1)(a) of the OHSA[2].

When the *Consultant* is required to review and update documentation on the *Consultant's* health and safety plan, the plan must be re-submitted to the *Client's representative* for acceptance.

### 3.5 HEALTH AND SAFETY FILE

The *Consultant's* health and safety file is separate from the *Consultant's* health and safety plan. The *Consultant's* health and safety file is progressively populated with checks and inspections, as indicated in the *Consultant's* health and safety plan. Any drawings, designs, materials used, structural integrity testing and any other similar information applicable to the project will be placed on the *Consultant's* health and safety file.

The *Consultant's* health and safety file must be available on request and should be handed over to the *Client's representative*, prior to the Completion Date as described in the Construction Regulation 7(1)(e) of the OHSA.

Depending on the nature of the *service* and detail of the information on the *Consultant's* health and safety file, e.g. asbestos work where there is a requirement for medical surveillance of workers who will be exposed to asbestos, it is recommended that the *Consultant* keeps these records for forty years, in terms of Asbestos Regulations 16(f) of the OHSA.

Where the *Consultant's* employees / workers are exposed to hazardous chemical substances and where a medical surveillance was required, it is recommended that the *Consultant* keeps these records for thirty years, as stipulated under the Hazardous Chemical Substances Regulations 9(1)(f) of the OHSA.

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The *Consultant* ensures that all other medical surveillance requirements in terms of the OHSA, where applicable, comply with for the *Consultant* and subcontractor organisations.

The *Consultant's* health and safety file is audited by the *Client's representative* or his delegate, to ensure that work is being carried out and the necessary checks and inspections are conducted in accordance with the *Consultant's* plan.

The minimum contents of a health and safety file are indicated in 32-136[10].

### 3.6 RISK ASSESSMENTS

The *Consultant* appoints a competent risk assessor, in writing, to perform risk assessments (Construction Regulation 7(1) of the OHSA). The *Consultant* is however required to use the *Client's* methodology and provide a project specific risk assessment with the *Consultant's* health and safety plan submitted for review and acceptance by the *Client's representative*. The *Consultant's* risk assessment includes a monitoring and review plan as required by Construction Regulation 7(1) of the OHSA. No work may commence on Affected Property, until the *Consultant's* risk assessment has been accepted by the *Client's representative*.

The *Consultant* ensures that ergonomic hazards have been identified evaluated and addressed as required by Construction Regulation 7(6) of the OHSA[2]. Hazards the *Consultant* must consider include:

- improper lifting techniques,
- working at heights including safe scaffold erections,
- proper safety equipment to perform the task at hand,
- trips and slips,
- pinch points of body parts,
- contact with live electrical components,
- tools / equipment falling from heights,
- continuous repetitive movements with body parts in extreme postures,
- poor grips on tools or carrying containers with no handles and
- workers fatigue.

Whenever changes to methods of working / manufacture or materials are introduced, the *Consultant's* risk assessment is reviewed, including controls and mitigation measures and submitted to the *Client's representative* for review and acceptance. Following acceptance the *Consultant's* risk assessment must be placed in the health and safety plan, for implementation.

The *Client's* risk assessment chart is completed, by the *Consultant*, during the *Consultant's* pre-job briefs and displayed at the entrances to those areas of the Affected Property. The template is available from the *Client's representative*.

The *Consultant* ensures that all the *Consultant's* employees are informed, instructed and trained by a competent person regarding the hazards, risks and related work procedures. These employees must carry proof of such training, for the duration of the project (Construction Regulation 7(9) of the OHSA).

### 3.7 CLIENT'S LIFESAVING RULES

The *Consultant* complies with the *Client's* five rules as stipulated in the *Client's* Management Directive 32-421. The *Client* 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,

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

## 4 ACCESS TO THE CLIENT’S SITE

### 4.1 WORK CONTROL

The *Client* will supply a Responsible Person (RP) to assist the *Consultant* with oversight during work.

The RP will assist the Consultant to perform the requirements of work permits as shown in the table below.

Activity Description	Client’s representative	Consultant	Requirements	Planning	Additional notes
Permit to work (PTW’s) and sanction for test (SFT) and test applications (TA).	X		The request is completed by a responsible person (RP), supplied by the <i>Client</i> in accordance with <i>Client’s</i> plant safety regulation (PSR) procedures. Permit to Work and Sanction for Test requests needs to be raised on the <i>Client’s</i> PTW system. Isolation plans are referenced in the PTW request. PTW are raised in accordance with <i>Client</i> procedure KAA-667.	In accordance with Accepted Plan	A responsible person in terms of the OHSA is authorised to take out PTW’s and SFT’s to perform / supervise work and tests on the <i>Client’s</i> plant. All online work shall be done in accordance with <i>Client’s</i> Online Work Management Process KAA-721.
Approval for RELEASE of documents		X	Operational documentation is released prior to PTW suspension for testing (i.e. prior to the plant being made live). Non-operational documentation is released prior to Permit to Work clearance.	As required	This is the formal request to release the updated documents to the various documentation centres and operations control room.

### 4.2 FITNESS FOR DUTY MANAGEMENT

The *Consultant* adheres to the *Client’s* procedure with regards to fitness for duty (FFD) requirements for vendors and *Consultants* who are required to perform work inside the owner-controlled areas of the KNPS (335-68[15]). This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.

The objective of the *Client’s* FFD programme is to provide reasonable assurance that the *Consultant’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 *Client’s* FFD process is designed to only allow the *Consultant’s* employees to perform work if they:

- have valid identification documents,
- have been declared free of drugs and alcohol,

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- 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 *Client's* information, they come in contact with.

**4.2.1 FFD Requirements before Registration Takes Place**

Information the *Consultant'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 *Consultant's* employee must sign:

- pre-placement medical examination,
- baseline questionnaire for audiometry,
- medical declaration,
- security permit application,
- consent to disclose criminal information (if the *Client* is performing the criminal check),
- SAPS enquiry and
- non-disclosure agreement (protection of information).

Activities to be performed before the *Consultant's* arrival at the Site:

Activity Description	<i>Client's</i>	<i>Consultant</i>	Requirements	Planning	Additional Notes
ID Document		X	Proof of identification is required before that the <i>Consultant's</i> employee is allowed to register on the FFD system.	<i>Consultant's</i> own planning	The following identification documents are the only documents that shall be accepted as proof of identification: South African identification book issued by the Department of Home Affairs (Green ID) or, South African identification card issued by the Department of Home Affairs or, Valid Official Passport or Valid Temporary Identification Document issued by the Department of Home Affairs.

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Activity Description	Client's	Consultant	Requirements	Planning	Additional Notes
Proof of Residential Address		X	Proof of residential address is required before that the <i>Consultant's</i> employee is allowed to register on the FFD system.	<i>Consultant's</i> own planning	The proof may not be older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system.
CV and Qualifications		X	Authenticated qualifications to be presented before registration takes place	<i>Consultant's</i> own planning	<p>CVs of <i>Consultant</i> employees are included in the documents where this is required by the procedure,</p> <p>The <i>Consultant's</i> employees must be in possession of his/her CV when he/she arrives on Site to start the FFD process,</p> <p>The <i>Consultant</i> is required to verify the authenticity of the qualifications that is required for the work that is to be performed on Site. The <i>Client</i> retains the right to verify any tertiary qualification that an applicant is required to have to work in a specific discipline,</p> <p>The <i>Consultant</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system and</p> <p>Persons not in possession of the qualifications required by the <i>Client</i> are not considered for employment by the <i>Consultant</i> (in that particular discipline).</p>
Criminal History		X	Assessment of criminal history	<i>Consultant's</i> own planning	<p><b>Terminate Process Hold Point</b></p> <p>The criminal history of an applicant shall be assessed before access to the Site is considered,</p> <p>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>Consultant's</i> employee is enrolled on the FFD system. This service is also available from the <i>Client's</i> Security section. South African applicants are required to give their consent to the <i>Client</i> obtain the relevant information from the SAPS,</p> <p>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,</p> <p>Persons with a criminal background that is deemed to be a security risk to the Site are not to be considered for employment by the <i>Consultant</i> and</p> <p>The <i>Consultant's</i> employee will be in possession of the proof of criminal history when he/she arrives on Site to start the FFD process.</p>
Complete Man Job Spec Form	X	X	<i>Consultant</i> to complete with <i>Client's</i> representative	<i>Consultant's</i> own planning	<p>The <i>Consultant</i> ensures that an occupational health services job specification form is completed, in conjunction with the <i>Client's</i> representative; for each of his employees and all signatures are obtained before the health assessment is arranged,</p> <p>These forms are obtainable from the <i>Client</i> Koeberg. The form identifies the work scope, the occupational hazards that the <i>Consultant's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks and</p> <p>The <i>Consultant's</i> employee will be in possession of the completed and signed occupational health services job</p>

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Activity Description	Client's	Consultant	Requirements	Planning	Additional Notes
					specification form when he/she arrives on Site to start the FFD process.
Drug Test		X	Negative drug test to be presented before registration takes place	Consultant's own planning	<p><b>Terminate Process Hold Point</b></p> <p>Consultant 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 Consultant,</p> <p>Persons with positive drug tests will not be allowed to register for the FFD process and</p> <p>The Consultant's employees must be in possession of the drug test results when he/she arrives on Site to start the FFD process.</p>
Health Assessment		X	Medical examination to be presented before registration takes place	Consultant's own planning	<p><b>Terminate Process Hold Point</b></p> <p>The Consultant ensures that all his employees complete a health assessment before they arrive on Site to start the FFD process. The occupational health services job specification form is required by the occupational health practitioner for the health assessment,</p> <p>Applicants that are not declared fit to do the work specified in the occupational health services job specification form are not allowed to register on the FFD system,</p> <p>Health assessment is only performed by Client registered Occupational Health Practitioners,</p> <p>The health assessment report is not older than 3 months when the Consultant's employee is enrolled on the FFD system,</p> <p>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 Consultant and</p> <p>The Consultant's 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.</p>
Work Permit		X	Work permits to be obtained before registration takes place	Consultant's own planning	<p><b>Terminate Process Hold Point</b></p> <p>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,</p> <p>Persons not in possession of a valid work permit will not be considered for employment by the Consultant and</p> <p>The Consultant's employee must be in possession of the original work permit when he/she arrives on Site to start the FFD process.</p>
Registration on FFD System	X	X		Consultant's own planning	<p>Consultant's employees are registered on the Client's FFD system by a person appointed by the Client. This could be a Consultant employee, if appointed by the Client. The Client's representative is responsible to arrange this activity. Registration is only performed if the Consultant's employee is in possession of all the documentation required for registration and</p> <p>If the Consultant's employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.</p>



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Activity Description	Client's	Consultant	Requirements	Planning	Additional Notes
Training Requirements Form	X	X	Client's representative and Consultant to supply	Consultant's own planning	<p>The scope of each <i>Consultant</i> employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence,</p> <p>All <i>Client</i> training sessions includes an assessment at the 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 Site,</p> <p>The <i>Client's representative</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 Site is considered and</p> <p>The <i>Consultant's</i> employee must be in possession of the training requirements form when he/she arrives on Site to start the FFD process.</p>
FFD Bookings	X	X		Consultant's own planning	<p><i>Consultant's</i> employees are booked on the <i>Client's</i> FFD system by a person appointed by the <i>Client</i>. This could be a <i>Consultant</i> employee, if appointed by the <i>Client</i>.</p>
Non-Disclosure Agreement		X	All <i>Consultant</i> employees are required to sign a non-disclosure agreement	Consultant's own planning	<p>The <i>Consultant</i> ensures that a non-disclosure agreement form is signed by each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Client</i> at Koeberg.</p>
Security Permit Application	X	X	Client's representative and Consultant to supply	Consultant's own planning	<p>The <i>Consultant</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>Client</i> at Koeberg,</p> <p>It is important that the form is completed by the <i>Consultant</i> in conjunction with the <i>Client's representative</i>. The form identifies the security areas that the <i>Consultant's</i> employee is required to enter for the execution of the tasks and</p> <p>The <i>Consultant's</i> employees must be in possession of the security permit application when he/she arrives on Site to start the FFD process.</p>

**4.2.2 Fraudulent Documents**

The *Consultant's* employees that have presented fraudulent documentation are permanently denied access to the *Client's* Site.

**4.2.3 False Declarations**

The *Consultant's* employees that have made false declarations are permanently denied access to the *Client's* Site.

**4.2.4 FFD Requirements after Registration Takes Place**

Activities to be performed after the *Consultant's* arrival at the Site:

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Activity Description	Client's		Requirements	Planning	Additional Notes
Enrolment on FFD System	X	X	Consultant's employees shall be enrolled on the Client's FFD system by the Client's Security Group when they arrive on Site.	10 min	A Consultant's 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.
Drug Test	X	X	All the Consultant's employees are required to perform a drug test administered by the Client. This test will be done notwithstanding the test done by the Consultant.	30 min	The Consultant's employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Site and will be denied access for at least 12 months.
Criminal History Verification	X	X	All Consultant employees that apply for a security permit to access the Site are required to give consent to the Client to verify their criminal background. This activity is performed on Site by the Client's Security staff for South African citizens by the taking of a set of finger prints and forwarding same to the SAPS for verification.	30 min	South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the Client's Security staff with a set of fingerprints, for record purposes.  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.  Consultant employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Site.
Health Verification	X	X	Consultant employees are required to report to the Client's Health Services section where the medical examination performed Off-Site will be verified to ensure that all requirements have been met.	30 min	The duration of this activity is approximately 30 minutes
Induction Training including: • SAT • PIT	X	X	<b>Site Access Training (SAT)</b>  Consultant employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence.  <b>Plant Induction Training (PIT)</b>  Consultant employees who are required to work inside the protected area of KNPS are required to complete the PIT course before work may commence.	8 hours	<b>Site Access Training (SAT)</b>  The SAT course is designed for persons working only in the owner controlled area (OCA). Their security permits will not allow them access to the protected area of KNPS.  Consultant employees that do not successfully complete the SAT course shall not be allowed access to the Site.  <b>Plant Induction Training (PIT)</b>  Consultant employees that do not successfully complete the PIT course are not allowed access to the Site.  Consultant employees required to perform work in the intake basin are required to pass the PIT.
Final acceptance and Issuing permit	X	X	All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group.	30 min	

#### 4.2.5 Exit Procedure

The *Consultant* and the *Client's representative* ensure that permit holders that no longer require access to the Site follow the FFD exit procedure. Failure to do so may result in the *Consultant's* employee being denied access in future.

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

#### 4.2.6 Security Check Points

Prior to access to Site, the *Consultant* passes through various security check points, via entrance at the R27 access gate, entrance at the Duynefontein entrance and at Access Control Point 1 (ACP-1). All temporary worker/visitors permits are issued at ACP-1.

#### 4.2.7 Access to Radiological Areas “Controlled Zones” and Reactor Building

Where work is to be performed in a radiological area (Controlled Zone), the *Consultant* needs to pass through a dosimetry-issue check point.

General access for inspections and measurements in the reactor buildings are not allowed during the operation of the plant and are limited during the re-fueling outages with access limitations in accordance with KSA-062[17].

Access to radiological areas is subject to all training and verifications being completed as stated in this Service Information.

#### 4.2.8 Prohibited / Unauthorised Items on Site

In terms of the National Key Point Act 102 of 1980[3], the KNPS is a declared National Key Point (NKP). The National Key Point Act requires and empowers the owner of the National Key Point (Power Station Manager), to implement measures that will ensure the security of the National Key Point. The National Key Point area at the power station is the area within the protected area barrier (ACP-2 inwards).

One such security measure is procedure KAA-777 [16](Process for access to Koeberg Nuclear Power Station). The procedure stipulates that the following items are prohibited from being brought onto Site, unless specifically authorised:

- explosives or components thereof,
- habit forming drugs,
- alcohol,
- mercury,
- acids,
- cellular phones,
- firearms, ammunition or any part thereof and
- cameras.

*Consultant* personnel violating the procedure will be investigated and may result in action being instituted against such individuals and possible removal from Site.

To keep the *Consultant* informed, pictograms of the items are placed at all ACP-2 access points and it is also addressed in the Plant Access Training Course (PAT). It is the responsibility of each of the *Consultant's* employees to ensure compliance and to refrain from bringing prohibited / unauthorised items onto Site.

#### 4.2.9 Vehicles and Tools / Equipment

All equipment and tools are subject to a security screening before they are allowed on the Site. All equipment and tools must be listed and specified before they are brought on Site. This list will serve as evidence for removal permits upon Completion of the Services. Vehicles are only allowed on Site if justification is provided to the *Client's representative* that such a vehicle is essential to Provide the Services.

#### 4.2.10 Work Plan and Test Procedures

All construction activities and tests will be governed by means of an accepted Work Plan. The Work Plan must be developed by the *Consultant* in accordance to the document Project Engineering Work Plan Template KFA-002. The Work Plan must be submitted to the *Client's representative* by latest 3 weeks prior to access to Site.

## 5 QUALITY MANAGEMENT

Quality Assurance Requirements:

The *Consultant* complies with the Nuclear Supplier Quality Management Requirements of 238-102 Rev2. Additional quality requirements are provided in the URS. The works described in this contract is classified Q2/L2.

A Quality Plan, specific to this contract scope of works, is to be established and submitted to the *Client* for acceptance before commencement of any work.

The *Consultant's* quality management system is subject to the acceptance by the *Client*.

The *Consultant* ensures that any subcontractor employed by him has and implements a Quality Management System to meet the quality assurance requirements of the *Client*.

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

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

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

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

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

*Consultant's* authorisation of personnel (including subcontractor personnel), applied for Providing the Works, is made available to the *Client* prior to the start of the work for which the authorisation is done.

The *Consultant* retains records of internal reviews performed by its personnel. The records provide objective evidence of who performed the review and the level of detail of the review. This requirement is also applicable to review of subcontractor deliverables. Where considered necessary, the *Client* may request such review records and the *Consultant* provides such information without limitation.

The *Client* may request the root cause analysis and associated corrective action plan that the *Consultant* has established to deal with non-conformances / issues and / or Defects related to Providing the Works. The *Consultant* provides such information without limitation.

## 6 RESOLUTION OF DISPUTES BY ADJUDICATION

If a dispute cannot be settled between the *Client* and the *Consultant* within 30 days of notification by either Party to the other, then either Party may refer the dispute for decision by an Adjudicator before any reference of the matter to the *tribunal* in terms of this contract and as stated in the Contract Data.

The referring Party selects 2 (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 1 (one) of the 2 (two) nominees to be the Adjudicator within 4 (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).

The matter is then referred and decided by the chosen Adjudicator as though the matter had been referred to him in accordance with Option W1 Dispute Resolution procedures in the NEC3 Professional Services Contract, April 2013, (PSC3). The chosen Adjudicator acts in the role of the *Adjudicator* in PSC3 and the Parties in this contract act as though they were the *Client* and the *Consultant* respectively in Option W1 of the PSC3 (April 2013).

## 7 MANAGEMEN T.

### 7.1 MEETING S

Regular meetings of a general nature may be convened and chaired by the *Client's representative* (or his delegate) as follows:

#### 7.1.1 Project Kick-Off Meeting

Interval	Location	Attendance by:
Once	KNPS	<i>Client's Agent, Client, Consultant, and Others as required</i>

#### 7.1.2 Implementation Meeting for Specific Progress and Feedback

Interval	Location	Attendance by:
Daily during implementation	KNPS	<i>Consultant and Client's representatives</i>

The implementation meeting is held between the *Consultant* and *Client's* implementation support team, to report on implementation progress and review any risks, issues and *Client* actions that need to be resolved in order to ensure smooth implementation of the *services*.

**7.1.3 Meetings of a Specialist Nature**

Interval	Location	Attendance by:
Adhoc	Any	<i>Client's</i> personnel, the <i>Client's Agent</i> , the <i>Consultant</i> , the <i>Supervisor</i> , and Others as required
Meetings of a specialist nature may be convened by persons and at times and locations to suit the parties, the nature and the progress of the <i>services</i> .		

**7.1.4 Daily Toolbox Talks and Pre-job Briefs**

Interval	Location	Attendance by:
Daily toolbox talks and pre-job briefs	Construction Site	<i>Consultant's</i> construction team and the corresponding personnel working on Site.
Daily toolbox talks must be conducted by the <i>Consultants</i> and Sub-consultants before performing any activities on Site. Based on the activities planned for the day, all the identified risks have to be discussed to implement proper mitigations timeously to avoid the incidents.		

**7.2 INVOICING AND PAYMENT**

In terms of core clause 50.1 the *Consultant* assesses the amount due and applies to the *Client* for payment. The *Consultant* applies for payment with a tax invoice addressed to the *Client* as follows:

The *Consultant* includes the following information on each tax invoice:

- name and address of the *Consultant*,
- the date of the invoice,
- an invoice number,
- the contract number and title,
- *Consultant's* VAT registration number,
- the *Client's* VAT registration number (4740101508),
- the total Price for *services* provided to date which the *Consultant* has completed,
- other amounts to be paid to the *Consultant*,
- less amounts to be paid by or retained from the *Consultant* and
- the change in the amount due since the previous payment being the invoiced amount

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- excluding VAT, the VAT and including VAT.

The *Consultant* attaches the detail assessment of the amount due to each tax invoice showing the Price for *services* provided to date for each item in the Price List for *services* which he has completed.

Payment is made by means of electronic transfer. The *Consultant* therefore provides his banking details to the *Client's representative* within one week of the Contract Date.

#### Payment Method 1B (service)

- commercial invoice (invoice from the overseas *Consultant* to proof that we have foreign currency exposure),
- local tax invoice (from local *Consultant*),
- copy of the passport/s and work permit/s of the individual/s for which payment is being requested (as proof that the services were rendered by a foreign *Consultant* not a South African *Consultant*),
- interim payment certificate indicate the place where the service is rendered (South Africa or overseas),
- please note that the foreign currency values on both the commercial and local invoice must match. The *Client* will NOT pay profit to a *Consultant* in foreign currency and the ZAR profit value should Not be linked to an Exchange rate and
- all expenses incurred is paid as priced in the Price List; expenses incurred in implementing compensation events complies to the expenses listed by the *Client* in the Price List.

#### SARS Regulations

- all IMPORTS will be paid for ONLY after goods are received in RSA supported by shipping documents/SARS Release Notification and SAD500 and other shipping documents,
- all SERVICES or service related activities will be paid for ONLY after the *services* have been completed,
- all payments outside of the Reserve Bank regulations will need special SARB approval and
- ONLY import related payments will be allowed in CFC accounts, except where special SARB approval has been obtained for service related payments.

### 7.3 FACILITIES TO BE PROVIDED BY THE CONSULTANT

#### 7.3.1 Tools and Equipment

The *Consultant* must supply all tools, equipment and consumables for the *services*. The *Consultant* provides all remaining facilities to Provide the Services. Facilities provided by the *Consultant* are removed prior to Completion.

#### 7.3.2 Consumables On-Site

All consumables such as grinding discs, marking pens, dye penetrant, developer etc. used directly for the *services* are Chemical Restrictions and Control at Koeberg (CRACK) compliant in accordance with DSG-317-094.

### 7.4 REQUIREMENTS FOR THE PROGRAMME

No programme on the *Client's* Primavera standard will be required from the *Consultant* for the *services*. It is however required that the *Consultant* supply the *Client's representative* with a Microsoft

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Excel or Microsoft Project list of Key Dates (as shown in C2.2 Price List) that will describe the delivery

Appendix	Design Number	URS Document Number	Title
A	URS	SGR1224/16 Rev 2	URS for Control Room Envelope (CRE) Unfiltered In-leakage Measurement for Eskom Koeberg Nuclear Power Station

of the *services* from the time of contract placement up to the *Client's* acceptance of the final report and close out of the project in detail.

This programme will be required during tendering stage with a contract start date as indicated in the Contract Data.

## 8 APPENDICES

The following are attached as separate documents and form part of this Service Information: