



## NEC3 Term Service Contract (TSC3)



Non-Plant

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

and [ ]  
(Reg No. )

for **THE SERVICE AND MAINTENANCE OF FUEL PUMP DISPENSERS, AND THE INTEGRITY TESTING OF UNDERGROUND FUEL TANKS AT KOEBERG NUCLEAR POWER STATION (KOEBERG) ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF SIX (6) YEARS.**

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CONTRACT No. [ ]

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**PART C1:      AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

### 1.1 Offer

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

Provision of the service and maintenance of the fuel pump dispensers and the integrity testing of the underground tanks for a period of six (6) years at the Nuclear Operating Unit (NOU).

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

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

Options A	The offered total of the Prices exclusive of VAT is	<b>R [As per task order]</b>
	Value Added Tax @ 15% is	<b>R [As per task order]</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R [As per task order]</b>

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

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

## 1.2 Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s)

Name(s)

Capacity

**for the Employer**

Name & signature of witness

(Insert name and address of organisation)

Date

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

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

Note:

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

No.	Subject	Details
Not applicable		

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

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

**1.3.1.1 For the tenderer:****1.3.1.2 For the Employer**

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 TSC3 Contract Data

**2 Part one - Data provided by the Employer**

Clause	2.1 Statement	2.2 Data
1	<b>2.3 General</b>	<b>2.4</b>
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:  [REDACTED] dispute resolution Option and secondary Options  [REDACTED]  [REDACTED]  of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>  <b>X1: Price adjustment for inflation</b> <b>X2 Changes in the law</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b>
10.1	The <i>Employer</i> is (name):  Address  Tel No.	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>  <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>  <b>[021 522 3392]</b>
10.1	The <i>Service Manager</i> is (name):  Address  Tel  e-mail	<b>Jamie-Lee Booysen</b>  <b>Koeberg Nuclear Power Station R27 Off West Coast Road Melkbosstrand Republic of South Africa]</b>  <b>021 522 3541</b>  <b>lankj@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Koeberg Nuclear Power Station</b>
11.2(13)	The service is	<b>Provision of the service and maintenance of the fuel pump dispensers and the integrity testing of the underground tanks for a period of six (6) years at nuclear operating unit (NOU).</b>
11.2(14)	The following matters will be included in the Risk Register	<b>As and when matter arise through Early warning or Risk reduction meeting.</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Within 2 hours for Safety Related Issues and within 5 working days for other or as specified in communication</b>
2.5 2	<b>2.6 The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The Contractor submits a first plan for acceptance within	<b>Not Applicable</b>
2.7 3	<b>2.8 Time</b>	<b>2.9</b>
30.1	The <i>starting date</i> is.	<b>October 2026</b>
30.1	The <i>service period</i> is	<b>Six (6) Years</b>
2.10 4	<b>2.11 Testing and defects</b>	<b>2.12 As stated in the Service Information and as per NEC3 Term Service Contract April 2013</b>
2.13 5	<b>2.14 Payment</b>	<b>2.15</b>
50.1	The <i>assessment interval</i> is	<b>Upon completion of each Task Order</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Four (4) weeks.</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</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 appoint-</p>

				ment it shall not be necessary to prove.
2.16	6	<b>2.17 Compensation events</b>		<b>As per NEC3 Term Service Contract April 2013</b>
2.18	7	<b>2.19 Use of Equipment Plant and Materials</b>		<b>2.20 As per NEC3 Term Service Contract April 2013</b>
2.21	8	<b>2.22 Risks and insurance</b>		<b>2.23</b>
80.1		These are additional <i>Employer's</i> risks		<b>Not Applicable</b>
<b>2.24</b>	<b>9</b>	<b>2.25 Termination</b>		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.
<b>2.26</b>	<b>10</b>	<b>2.27 Data for main Option clause</b>		<b>2.28</b>
<b>A</b>		<b>Priced contract with price list</b>		
20.5		The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than		<b>Four (4) weeks.</b>
<b>2.29</b>	<b>11</b>	<b>2.30 Data for Option W1</b>		
W1.1		The <i>Adjudicator</i>		the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)		The <i>tribunal</i> is:		arbitration
W1.4(5)		The <i>arbitration procedure</i> is		the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
		The place where arbitration is to be held is		<b>Cape Town, South Africa</b>
		The person or organisation who will choose an arbitrator		
		- if the Parties cannot agree a choice or		<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
		- if the arbitration procedure does not state who selects an arbitrator, is		
<b>2.31</b>	<b>12</b>	<b>2.32 Data for secondary Option clauses</b>		<b>2.33</b>
<b>X1</b>		<b>Price adjustment for inflation</b>		SEIFSA indices for mechanical equipment, pumps, and instrumentation & CPI for labour-related items. The prices of all goods will remain fixed for 12 months of the contract period, there after 15%

of the goods will remain fixed and the remaining 85% will be adjusted. The contract price adjustment will apply annually from the contract start date.

X1.1

The *base date* for indices is Option

**One month prior to Tender Closing Date.**

The proportions used to calculate the Price Adjustment Factor are:

1. Factor allocation (with 15% fixed, all indices from SEIFSA tables)		
Component	Proportion of Contract Value	SEIFSA Table / Index
Fixed (non-adjusted)	15%	Not adjusted
Labour	40%	Table C-3 / C-4 – Actual Labour Cost / Wage Rates (All Hourly-Paid Employees)
Materials/spares	30%	Table G-1 – Mechanical engineering input price index
Transport/other	10%	Table G-2(A) – Renting of construction or demolition equipment with operators
Overheads	5%	Table G-2(A) – Building completion / Building installation (proxy for overheads)

<b>X2</b>	<b>Changes in the law</b>	<b>As per NEC3 Term Service Contract April 2013.</b>
<b>X17</b>	<b>Low service damages</b>	
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>Twelve (12) months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Two (2) days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

## **Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
  - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment.

**Z8        Notifying compensation events**

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

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

**Z9        Employer's limitation of liability**

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

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

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

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

**Z11       Ethics**

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

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

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

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

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

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appro-

prate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

### Z 12 .1 Replace core clause 83 with the following:

#### Insurance cover 83

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

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.</p>
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or	<p><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.</p>

in connection with the <i>Contractor's</i> Providing the Service	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:**

**Insurance by the *Employer***

86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor*

or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the afore-said, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and

the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## C1.2 Contract Data

**3 Part two - Data provided by the Contractor****[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

**Notes to a tendering contractor:**

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<sup>3</sup> 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.

3.1 Clause	3.2 Statement	3.3 Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	<b>N/A</b> <b>0%</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Not Applicable</b>
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:  1 Name: Job: Responsibilities: Qualifications: Experience:  2 Name: Job: Responsibilities:	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Qualifications:

Experience:

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Refer to Section C2.2
11.2(19)	The tendered total of the Prices is	R

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

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

## C2.1 Pricing assumptions: Option A

**4 How work is priced and assessed for payment**

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"> <li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li> <li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

**5 Function of the Price List**

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

**6 Link to the Contractor's plan**

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

**7 Preparing the price list**

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Price-

es.

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

### 7.1 Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

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

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

## C2.2 the price list

<u>Item nr</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Rate</u>	<u>Price</u>	
1	Bi-annual routine servicing of fuel pump dispensers - Routine service & inspection request of fuel pump dispensers (diesel & petrol are separate dispensers, i.e. 12 service visits per dispenser) including the provision of a service report.	EA	24			
2	Line & underground tank Integrity testing including the provision of a test report.	EA	6			
3	Call-outs for breakdown maintenance during normal working hours	EA	40			
4	Call-outs for breakdown maintenance after hours, on public holidays and on weekends.	EA	15			
5	Monthly standby	EA	1			
<u>Item nr</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Supply Rate</u>	<u>Installation Rate</u>	<u>Price</u>
<b>6</b>	<b>Breakdown Maintenance- find spares requirements below:</b>					
6.1	Electrical Motors	Each	6			
6.2	Fan belts	Each	8			
6.3	dip caps	Each	8			
6.4	filler caps	Each	8			
6.5	colour code manhole covers.	Each	12			
6.6	Electrical motor belts	Each	12			
6.7	Check valves and gaskets sets	Each	12			
6.8	Fuel pump registers / metering unit	Each	8			
6.9	Analog counter	Each	8			
6.10	Flow meters	Each	8			
6.11	Dispensing oil-resistant hose	Each	7			

PROVISION OF THE SERVICE AND MAINTENANCE OF THE FUEL PUMP DISPENSERS AND THE INTEGRITY TESTING OF THE UNDERGROUND TANKS FOR A PERIOD OF SIX (6) YEARS AT NUCLEAR OPERATING UNIT (NOU).

6.12	Nozzle boot including padlock facility.	Each	8			
6.13	Automatic nozzles	Each	8			
6.15	Consumables					
7	Compliance and Koeberg PS access costs- Fitness for duty					

The total of the Prices



**C3.1: EMPLOYER'S SERVICE INFORMATION****Contents**

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## **1 Description of the service**

### **1.1 Executive overview**

The primary objective of the contract is to render a service to Koeberg Nuclear Power Station.

The service provider is required to service and maintain the fuel pump dispensers and perform the integrity testing of the underground tanks at Koeberg Power Station including the provision of spares required during routine service or breakdown maintenance.

### **1.2 Employer's requirements for the service**

The service is for the Provision of fuel pump service and maintenance and the integrity testing of the underground tanks in accordance with the Employers procedures and processes at the Employers Site.

The applicable procedure is:

Koeberg Nuclear Power Station (KNPS) is situated at Duynfontein, 27km north of Cape Town on the Atlantic coast. It has operated safely and efficiently for nearly 40 years, and currently Eskom is doing upgrades to the plant and structures for long term operations.

Nuclear power stations are complex facilities that require meticulous attention to detail and a steadfast commitment to excellence.

At the heart of KNPS lies a culture of adherence to standards and quality, which forms the backbone of all activities. This unwavering dedication to excellence is what sets KNPS apart from other industrial facilities, and it is what ensures the safe and reliable generation of electricity for millions of people around the country. This document outlines the user requirements for the service and maintenance of the fuel pump dispensers and the integrity testing of underground fuel tanks to be conducted at Koeberg Nuclear Power Station (KNPS). The purpose of this specification is to ensure that this service supplied to KNPS meet the necessary requirements for efficient and safe operation of the fuel pump equipment.

#### **2. Generic scope of the service:**

2.1 This specification pertains to the service and maintenance of fuel pump dispensers, and the integrity testing of underground fuel tanks at KNPS.

- a) The petrol and diesel fuel pump dispensers are individual, separate units.
- b) The individual units are suction units equipped with an inbuilt electrical motor, metering unit and a mechanical analog counter.
- c) The OEM of the petrol fuel pump dispenser is Petro-Logic (Pty) Ltd, with model number 96 EU SUCT and serial number 45047.
- d) The OEM of the diesel fuel pump dispenser is Tokheim, with model number GU134650.
- e) The site has two underground tanks, each with a capacity of 14,000 litres.

#### **2.2**

a. The Contractor shall make provisions for bi-annual routine servicing of the petrol and diesel fuel pump dispensers. Service certificates must be provided. The servicing and repair of the fuel pump dispensers shall be conducted in accordance with SANS Standard 1020: 2012.

b. The fuel pump dispensers may experience breakdowns at any time of day; therefore, it is essential for the Contractor to provide 24/7 standby support. The repair of the fuel pump dispensers will include the replacement of spare parts, which may include, but are not limited to the following.

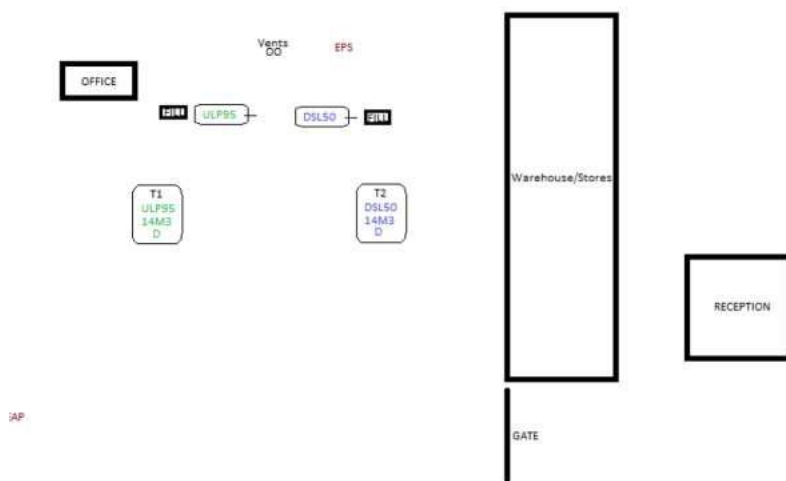
- Electrical Motors
- Fan belts
- dip caps
- filler caps
- colour code manhole covers.
- Electrical motor belts
- Check valves and gaskets.
- Fuel pump registers / metering unit
- Analog counter

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- Flow meters
- Dispensing oil resistant hose
- Nozzle boot including padlock facility.
- Automatic nozzles
- Consumables

c. Conduct annual tank and line integrity testing on the petrol and diesel underground tanks in accordance with SANS 10089: 2012 part I, II & III. This will ensure the underground tanks are structurally sound with no leaks into the surrounding area which could cause soil or groundwater contamination. Contractor to produce a test report regarding the results of the tank and line integrity testing.

**Diagram 1: KNPS Site diagram**



2.3 This URS does not purport to address all the applicable technical specifications of the service and maintenance of the fuel dispensers, and the integrity testing of underground fuel tanks at KNPS. It is the responsibility of the Contractor to advise and inform Eskom of any new developments in the industry and the effects on health, safety, environment, and the applicability of regulatory limitations.

### Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
URS	User Requirement Specification
NOU	Nuclear Operating Unit
OEM	Original Equipment Manufacturer

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## **2 Management strategy and start up.**

### **2.1 The Contractor's plan for the service**

### **2.2 Management meetings**

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

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

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

### **2.3 Contractor's management, supervision and key people**

The *contractor* personnel shall fall under the direct supervision of the *Employer's* relevant section.

### **2.4 Provision of bonds and guarantees**

N/A

### **2.5 Documentation control**

Inspection reports are compiled by the *Contractor based on the Employers procedures*.

All documentation compiled for the *services* are handed to the *Employer* in hard copy and electronic media and is in Microsoft format

Documentation in electronic media is not considered master documents.

All drawings and documents compiled for the *service* are sized to metric paper size standards (A4, A3 etc.).

### **2.6 Invoicing and payment**

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to be submitted directly to the Eskom e-mail address [in-voiceseskomlocal@eskom.co.za](mailto:in-voiceseskomlocal@eskom.co.za) and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Reference to Contract and/or Task instruction number

A descriptive title of the service covered by the Invoice and/or the Contract's assessment number

A copy of the Assessment Certificate/Signed Task instruction

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Kindly call the Finance Shared Service call centre on 011 800 5060 or e-mail [FPSS@eskom.co.za](mailto:FPSS@eskom.co.za) to follow up on any payment queries.

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing.

- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate

The *Contractor* shall provide timesheets for individuals with the monthly assessment.

The *Contractor* shall provide invoices for all "other costs" as per the price list. e.g. Air tickets, accommodation, car hire etc.

#### Management of work done by Task Order

- A SAP task order, together with an instruction from the *Employer* to perform a Task, is the Employer's notice to the Contractor to carry out a Task.
- The Contractor does not perform any work without a SAP task order accompanying the Employer's instruction to perform a Task.
- The Contractor performing work without a SAP task order is done at the risk of non-payment by the Employer.
- The Employer may not issue a SAP task order after the completion date.
- To enable payment the Employer's Agent and the Contractor signs next to each line of the services on the applicable SAP generated task order.

## 2.7 Insurance provided by the *Employer*

As stated in the Z-clauses

## 2.8 Training

### FFD Programme

The FFD programme objective is to provide reasonable assurance that all *employees* who are required to perform work on the Koeberg plant perform their tasks in a reliable and trustworthy manner, are not under the influence of any substance, or suffers from any health impairment which in any way adversely affects their ability to safely and competently perform their duties. It also gives reasonable assurance that employees (Contractor and Eskom) have been trained/made aware and their technical competence/awareness has been assessed. These requirements are derived from applicable legislation, regulations, Nuclear Licensing requirements, world best practices and Eskom requirements applicable to the Operator of a Nuclear Power Plant.

The requirements differ depending on contractual stipulations and the specific work that the *employee* is required to perform.

As per OHSA the employee's fitness for duty and safety remains the responsibility of the *Contractor* and not Eskom, unless it is stipulated otherwise in the SHE specifications of the contract.

Meeting FFD requirements is entirely the responsibility of the *Contractor* and all activities described in procedure 335-68 paragraph 5.1 are performed offsite at the cost of the *Contractor* before his/her employees will be registered on the FFD system.

After contract award the *Service Manager / Employer's Representative* completes an Occupational Health Services Person Job Specification in accordance with KGA- 075 and Procedure 335-68 for each contractor employee, which details the occupational conditions of the work activity on site. The specific details when ticked in the job specification inform the induction training the employee needs to complete.

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The documentation required and the specific induction training will be indicated on "Appendix A: Application to register for the Koeberg FFD Programme form" (Refer to Procedure 335-68 latest Rev) for each employee. It is the *Contractors* responsibility to timeously book his employees, including subcontractor employees, for entry medical examinations prior to entering the site. Entry medicals form part of Koeberg's mandatory site access FFD requirements.

The *Contractor* ensures that all his *employees*, including *subcontractors*, brought to site comply with the FFD process requirements prior, during and on completion of all activities. For control purposes the last payment of a contract or Task Order is withheld if the tax invoice is not accompanied by written confirmation of completed exit medical examinations and other FFD requirements.

The *Contractor* and the *Service Manager / Employer's Representative* ensure that permit holders that no longer require access to the Site follow the FFD exit procedure. Failure to do so shall result in the individual being denied access to the Koeberg site in future, and *Contractor* may not be considered for further contracts with the Nuclear Operating Unit.

All FFD related enquiries can be emailed to [FFDNOU@eskom.co.za](mailto:FFDNOU@eskom.co.za)

### **General Requirements**

All staff are to be adequately trained for the execution of the task.

All training shall be completed prior to the start of the services.

### **FFD requirements and competencies (For Contractors cost)**

Security Screening Enrolment, Drug test and Criminal Check ((Please note Criminal check takes few days and only once you pass Criminal Check can the following training be booked)

Medical examination (to be performed externally and medical results presented to FFD Medical Centre)

It is expected that all contract personnel are competent in the following disciplines:

Material Handling (Online), assessment at FFD centre

Plant Induction training (Online), assessment at FFD centre

Human Performance training (HP) Online, assessment at FFD centre.

Safety Induction Course at FFD centre

#### **Notes:**

- 1. Plant Induction Training (PIT) is Koeberg specific and shall be for Eskom's account (4hrs training and 2 hrs for assessment).*
- 2. Meeting FFD requirements is entirely the responsibility of the Contractor and all activities described in procedure 335-68 paragraph 5.1 are performed offsite at the cost of the Contractor before its employees will be registered on the FFD system.*

The duration of the Generic training will vary according to the experience of the individual. The average duration that should be scheduled and planned for is a maximum of 8 days. The *Contractor* is to liaise with the *Employer's Representative*, prior to the execution of the works, for an appropriate training period. The above durations are estimates for in person classroom training and can be changed to e-learning with self-study and online assessments of 2 hours.

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The *Employer* will only be liable for the training costs of the courses and the labour costs for the course duration. If the *Contractor's* employees fail the course, the *Employer* will not be liable for the cost to repeat the course as well as associated costs that goes with it.

The *Employer* reserves the right to evaluate, test and interview all personnel designated to perform the works before the security arrangements are made.

## **2.9 Design and supply of Equipment**

Not applicable

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

### **2.10.1 Equipment**

Not applicable

### **2.10.2 Information and other things**

Not applicable

## **2.11 Management of work done by Task Order**

A SAP task order, together with an instruction from the *Employer* to perform a Task, is the Employer's notice to the Contractor to carry out a Task.

The Contractor does not perform any work without a SAP task order accompanying the Employer's instruction to perform a Task.

The Contractor performing work without a SAP task order is done at the risk of non-payment by the Employer.

The Employer may not issue a SAP task order after the completion date.

To enable payment the Employer's Agent and the Contractor signs next to each line of the services on the applicable SAP generated task order.

## **3 Health and safety, the environment and quality assurance**

### **3.1 Health and safety risk management**

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the service and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the service must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

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- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kersemi Pather

3.1.1 The Contractor shall comply with the health and safety requirements contained in OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the Operational risks and the contractor shall comply with the latest SHE Specification as amended at no cost.

3.1.2 The OHSACT 37(2) agreement must be signed by Employer and Contractor/service provider's representatives.

3.1.3 The Contractor OHS professional must conduct internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.

3.1.4 The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.

3.1.5 The Contractor may be selected during internal and/or external Eskom Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods and the contractor shall avail themselves for this audit.

3.1.6 Below are minimum Safety requirements to be adhered to by contractors/service providers, to gain access to Eskom Power Stations:

3.1.6.1.1.1 Valid Medical fitness certificate

3.1.6.1.1.1.1 Clearance from SAPS or accredited service provider linked to SAPS AFIS system not older than thirty (30) days

3.1.6.1.1.2 Identification document (RSA ID or equivalent)

3.1.6.1.1.3 National Drivers Licence (applicable to drivers)

3.1.6.1.1.4 Adherence to the Eskom Life-saving rules 3 Buckle up and 4, Be Sober Rule

#### Description of rule

### 3 BUCKLE UP

No person may drive any vehicle on Eskom business and/or on Eskom premises:

Unless the driver and all passengers are wearing seat belts

### 4 BE SOBER

No person is allowed to be under the influence of intoxicating liquor or drugs while on duty

#### 3.1.6.2 Applicable risk based Personal Protective Equipment

3.1.6.3 Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing be expired.

3.1.7.4 The contractor/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by Eskom.

### 3.1.2 Key Performance Indicators

Contractor/service provider Management Key Performance Indicators (KPI's)

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS specification and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3. Contractor must develop, Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Comply to Planned Job Observation programmes.
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of shift that the incident took place.
8. All incident investigations must be completed within 30 days of the occurrence of an incident.

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9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.

10. Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM.

11. Close Non-conformance as per the recommended time frames in SAP QIM.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

### 3.1.3 Contract completion and sign-off

On completion of the project/contract, Eskom team (led by the Contract custodian) involved in the project together with the Contractor shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Contract custodian shall ensure that the below requirements are met:

- a. Close all incidents and audit findings.
- b. Clean the respective yard and ensure good housekeeping where the contractor was working.
- c. Contractor shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filling.
- d. Completion of a closeout report (Gx OHS Post Contract Review) to close the contractual work.

The *Contractor* shall comply with the health and safety requirements contained under SHEAnnexures to this Service Information.

## 3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated under Environmental Annexure

## 3.3 Quality assurance requirements

The works are classified as Non-Plant as such only requirements specified in the task orders need to be complied with. All procedures and quality control plans that are required for performing the service must be submitted for Eskom review and acceptance before use. All works execution including inspection and testing shall meet all specified statutory and regulatory requirements as stipulate in the task order and any other requirements documents. The contractor needs to work under Eskom supervision and procedures and as such the are no specific minimum Quality Management System requirements and no PQE input.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

Not applicable

#### 4.1.2 BBBEE and preferencing scheme

Not applicable

#### 4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

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The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

## **4.2 Subcontracting**

### **4.2.1 Preferred subcontractors**

Not applicable.

### **4.2.2 Subcontract documentation, and assessment of subcontract tenders**

Not applicable.

### **4.2.3 Limitations on subcontracting**

Not applicable.

### **4.2.4 Attendance on subcontractors**

Not applicable.

## **4.3 Plant and Materials**

### **4.3.1 Specifications**

Supplier to comply with the applicable SANS specifications as per industry norm.

### **4.3.2 Correction of defects**

All notified defects shall be completed to achieve completion of task.

### **4.3.3 *Contractor's* procurement of Plant and Materials**

All goods to be supplied and delivered by the Contractor.

### **4.3.4 Tests and inspections before delivery**

Test and inspection of goods to be carried out at the Contractor's premise prior to installation. Upon completion of tasks, inspections to be carried out by the Contractor and the required reports provided to the Employer.

### **4.3.5 Plant & Materials provided "free issue" by the *Employer***

Not applicable.

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#### **4.3.6 Cataloguing requirements by the *Contractor***

Not applicable.

## **5 Working on the Affected Property**

### **5.1 *Employer's* site entry and security control, permits, and site regulations**

The site is located at Koeberg Operating Unit north of Melkbosstrand in the South Western Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to Koeberg is indicated on the R27. Koeberg is approximately 30km north of Cape Town and the approximate co-ordinates are 33° 40.7'S and 18° 26.1'E.

After the turn off, the access route follows the main access road to Koeberg Operating Unit

#### **5.1.1 Security check points**

Prior to access to site, there are one Public Exclusion Barrier (PEB) security check points, viz. at the entrance from the R27 and at the entrance from Duynefontein. Security access is through Access Control Points (ACP) 1. All work will be carried out at the Fuel Pumps at the Transport section opposite ACP1.

#### **5.1.2 Vehicles and tools/Equipment (as applicable)**

- All Equipment and tools are subject to a security screening before it is allowed on the *site*.
- All Equipment and tools are listed and specified before they are brought on *site*. This list serves as evidence for removal permits □
- *Employer* transport is not available to *Contractor* employees and vehicles are only allowed on *site*, if justified to the *Employer* that such a vehicle is necessary to Provide the Works.
- Vehicle access permits, when approved by the *Employer*, is obtained from the *Employer's* Protective Services section.
- The *Contractor* ensures that no passengers are transported on the back of LDV's (bakkies) or trucks within the boundaries of the *Employer's* property which starts at the Public Exclusion Barrier (PEB) entrances at the R27 and Duynefontein. Failure to adhere will result in access onto the *Employer's* property being denied.
- The *Contractor* must verify extension lead requirements during the scheduled site visit. i.e. Extension leads and plugs will not be supplied by the *Employer*. It is the *Contractors* responsibility to ensure that his equipment is in good electrical working condition prior to connection to the power supplies. Defective equipment must be removed from *Site* until restored to a good working order.

#### **5.1.3 Work in the radiological controlled zone (as applicable)**

- Where applicable, work in the radiological controlled zone, requires the *Contractor's* personnel to attend a three day Radiation Worker Training course. The course consists of two and half-day theoretical lectures with an examination, medical examination, blood sample and a whole body count. The *Contractor's* personnel can only enter the radiological controlled areas after successfully passing the above tests.

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- All work in the controlled zone is governed by a Radiation Protection Certificate (RPC). All *Contractor* personnel comply with these instructions.

#### **5.1.4 Permit to Work (PTW) (as applicable)**

- All work performed on the site is governed by the *Employer's* PSR system and no work is allowed without this authorisation.

#### **5.1.5 Emergency Mustering and Accountability and Evacuation**

- Due to the nature of the site the *Employer* is required to have full accountability of all personnel at all times.
- The *Contractor* maintains a current status accountability list of all his personnel on site.
- The accountability list is handed to the *Employer* each time a change occurs.
- The *Contractor* ensures that his personnel takes full responsibility of this requirement and that his personnel is fully au fait with the mustering requirements as detailed in procedure KAA 611.

#### **5.1.6 People**

- The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.
- The *Contractor* and his representatives appointed to perform the work shall be competent in the field for which they are appointed. The *Contractor* must ensure that all staff is qualified and certified. The *Contractor* must verify and ensure that only skilled and properly authorised personnel are resourced for this service.
- The *Employer* reserves the right to object to and require the *Contractor* to remove from the works forthwith any person employed by the *Contractor* in or about the Provision of the Works who, in the opinion of the *Employer*, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the works without the written permission of the *Employer*.
- The *Contractor* ensures that the *Contractor's* employees are fluent in the language of the contract.□
- The *Contractor* regularly reports person hours worked to the *Employer* on a monthly basis.

#### **5.1.7 Qualification of key personnel**

- The *Contractor* ensures that all key personnel assigned to the works meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these staff members also meet such requirements as the National Nuclear Regulator may stipulate from time to time.
- The *Contractor*, where applicable, provides orientation and technical training for all key personnel in accordance with the requirements of the *Employer's* Radiological Safety Regulations, the *Employer's* Industrial Safety Programme, and, in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* site from time to time, which is available on request.

#### **5.1.8 Dealings with authorities and obtaining permits**

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- The Parties are separately responsible for all dealings with government and local authorities relating to its' role in terms of the contract and obtains and maintains at its' own expense such permits, licenses and authorisations as may be required in this regard.
- It is expressly agreed that the *Employer* is responsible for dealing with the National Nuclear Regulator.

#### **5.1.9 Co-ordination with work of others**

- The *Employer* co-ordinates the execution of the *Contractor's* work with the work of others on *site*. The *Contractor* co-operates with and does not delay, impede or otherwise impair the work of others.

#### **5.1.10 Electric power supplies**

- Electric power for use during the *works* is supplied free of charge to the *Contractor* and no connection fee is levied.
- All electrical installations comply with the details set out in the applicable regulations.
- The *Employer* does not guarantee continuity of supply and power failures do not constitute a compensation event.

#### **5.1.11 Use of the Employer's tools and Equipment (as applicable)**

- For the purpose of expediting the works, the *Employer* may make available facilities or services to the *Contractor* at no cost to the *Contractor*. The *Contractor* does not receive any reimbursement or make any charge relative to the beneficial use of the *Employer's* facilities or services.
- The *Employer* may allow the *Contractor*, for the Provision of the Works, the reasonable use of its workshops, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner because of such use. The *Contractor* leaves all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and is liable for and indemnifies the *Employer* against any damages suffered by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or Sub*Contractor's* while using such workshops, cranes, tools and equipment.
- The *Employer* may provide workshop and machining facilities to assist the *Contractor* with the Provision of the Works. The priority of work to be executed is determined by the *Employer* who also approves the manner of execution of work, which cannot be reasonably executed at the *Employer's* workshop.

#### **5.1.12 Special Equipment for irradiated areas (as applicable)**

- Any special Equipment for work in radiological areas are furnished by the *Employer* at no cost to the *Contractor* except if specified otherwise in the Works Information or unless otherwise agreed by the Parties.
- Any additional special Equipment furnished by the *Contractor* which in the *Employer's* opinion cannot be recovered (whether decontaminated or not), is charged to the *Employer* at its replacement value which value is determined by mutual agreement at the time when the Equipment is furnished by the *Contractor*.
- The *Employer* and the *Contractor*, by mutual agreement decide whether or not any such equipment can still be used, notwithstanding that it has been contaminated.

#### **5.1.13 Control of radioactive Equipment, Plant or Material (as applicable)**

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- Prior to Equipment, Plant or Materials that is to be used in the *Employer's* site radiological control zones, being brought onto the *Employer's* site, the *Contractor*:
  - obtains the *Employer's* acceptance of a Radiological Surveillance Report, provided by the *Contractor*, which details the radiological conditions/cleanliness of the Equipment, Plant or Materials in terms of dose rate and contamination level (fixed/loose); and
  - makes available such Equipment, Plant or Materials for scrutiny by the *Employer's* RP Group, when first unpacked/unfolded/uncontained from its original shipment packing.

#### 5.1.14 Laws and Regulations to be complied with

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

#### 5.1.15 Security

- All radiation workers are prior to them being allowed to commence work in terms of the contract, have satisfactorily passed security screening by the *Contractor* in terms of the *Contractor's* own security regulations and the *Contractor's* conditions of employment.
- All the *Contractor's* personnel are subject to, and conform to the *Employer's* and, where applicable, to the *Employer's* Nuclear Power Station's security system and processes.
- If requested by the *Employer*, the *Contractor* furnishes the *Employer* with the curriculum vitae, security records, police clearance and credit checks, and where applicable, medical records and radiation exposure histories of all *Contractor* personnel.
- A valid SA identity document or a valid passport in respect of foreign nationals is required for a security permit to gain access to the *Employer's* premises.
- The violation of any security measures results in the withdrawal of security access permits.
- The *Contractor* remains responsible for the retrieval and return of all the *Employer's* security access permits upon expiry of the contract. A cost of R150,00 per security access permit is levied on the *Contractor*, should permits not be returned upon expiry of the contract.
- The *Contractor* ensures that all employees complete an exit process on their final day of employment at the *Employer's* site.

#### 5.1.16 Supply of personal computers (as applicable)

- The *Contractor* does not normally supply his own computing equipment. The normal arrangement is that the *Employer* makes available to the *Contractor* and maintains such equipment on his behalf for the duration of the contract. If, however, the Works Information requires the *Contractor* to supply a personal computer(s) (PC) for the works, the *Contractor* submits a quotation at the starting date for a personal computer/s (PC), based on the following requirements:

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- a) The PC has sufficient capacity to run without limitation, the applications required of it and as a minimum be capable of running the same versions of MS Windows used at the *Employer's* site.
- b) The PC is MS Windows compliant and is loaded with same version of MS Office suite used at the *Employer's* site.
- The *Contractor* exercises diligent control in the prevention and elimination of viruses and subjects his PCs to the *Employer's* anti virus software.
- Files produced by the PCs are compatible with the MS Office suite of programmes used at the *Employer's* site.
- Should the PC require connection to the *Employer's* Local Area Network (LAN), the *Employer* supplies the connection point, the required network card (which will be signed for and returned after use) and arranges for its installation. *Contractor* PCs are typically "firewalled" from the *Employer's* LAN.
- External Internet connections are not supplied.
- Hardware and software maintenance is the responsibility of the *Contractor* at his own cost.
- The *Contractor* accepts full responsibility for, and therefore exercises tight control over the confidentiality and integrity of data held and used on his PC.
- The *Employer's* Microsoft license does not extend to the *Contractor*.

#### 5.1.17 Facilities

- The *Contractor* is liable for any damage incurred to the *Employer's* facility during the period of occupation by the *Contractor*.
- The *Contractor* submits a facilities checklist to the *Employer* for acceptance, prior to occupation and again upon departure, which serves as proof of any damage to the *Employer's* facility.
- All expenses incurred by the *Employer* in the event of the *Employer* having to perform repairs, at a fee that is in line with the current building tariffs, is for the *Contractor's* account.

#### 5.1.18 Canteen and snack bar

- The canteen and snack bar are only used on a cash basis.
- The *Contractor* supplies restroom facilities and vending machines at his own expense, if required.

#### 5.1.19 Telephones

- No cellular or mobile phones are allowed on site.
- The *Contractor* is responsible for payment of the total telephone account when the *Employer's* telephone account system is utilised by the *Contractor*.

### 5.2 People restrictions, hours of work, conduct and records

Not applicable.

### 5.3 Health and safety facilities on the Affected Property

The *contractor* shall at all times comply with the health and safety requirements prescribed by law as it may apply to the *services*.

### 5.4 Cooperating with and obtaining acceptance of Others

Not applicable.

### 5.5 Records of *Contractor's* Equipment

Not applicable.

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## **5.6 Equipment provided by the *Employer***

Not applicable.

## **5.7 Site services and facilities**

### **5.7.1 Provided by the Employer**

Not applicable.

### **5.7.2 Provided by the Contractor**

Not applicable.

## **5.8 Control of noise, dust, water and waste**

Not applicable.

## **5.9 Hook ups to existing works**

Not applicable.

## **5.10 Tests and inspections**

### **5.10.1 Description of tests and inspections**

Not applicable.

### **5.10.2 Materials facilities and samples for tests and inspections**

Not Applicable.