



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and
(Reg No. _____)

for **Construction of Unit 1 PTR Tank room bund walls and associated refurbishments in accordance with URS NPM21/019 Revision 1**

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
Part C1 Agreements & Contract Data		
C1.1 Form of Offer and Acceptance		[•]
C1.2 Contract Data provided by the <i>Employer</i>		[•]
C1.2 Contract Data provided by the <i>Contractor</i>		[•]
Part C2 Pricing Data		
C2.1 Pricing assumptions		[•]
C2.2 Price List		[•]
Part C3 Scope of Work		
C3.1 Works Information		[•]
Part C4 Site Information		[•]

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Construction of Unit 1 PTR tank room bund walls and associated refurbishments in accordance with URS NPM21/019 revision 1

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 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.

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

This Offer may be accepted by the *Employer* by signing the 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 *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site 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 Tender 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, 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 *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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)	Frikkie Ellis	_____
Capacity	Senior Manager – Nuclear Projects	_____
for the Employer	Koeberg Nuclear Power Station R27 Off West Coast Road, Melkbosstrand, 7441	_____

Name & signature of witness	_____	Date	_____
-----------------------------------	-------	------	-------

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

Schedule of Deviations

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

	For the Tenderer:	For the Employer:
Signature		
Name		Frikkie Ellis
Capacity		Senior Manager – Nuclear Projects
On behalf of	(Insert name and address of organisation)	Koeberg Nuclear Power Station, R27 Off West Coast Road, Melkbosstrand, 7441
Name & signature of witness		
Date		

C1.2 Contract Data

Data provided by the *Employer*

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Frikkie Ellis
	Address	Eskom Holdings SOC Ltd, Koeberg Nuclear Power Station R27 off West Coast Road, Melkbosstrand, Republic of South Africa, 7441
	Tel No.	+27 21 550 5202
	Fax No.	+27 86 663 7693
	E-mail address	EllisF@eskom.co.za
11.2(11)	The <i>works</i> are	Construction of Unit 1 PTR tank room bund walls and associated refurbishments in accordance with URS NPM21/019 revision 1
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	the Site areas associated with the works, are within the boundaries of Access Control Point 2 (ACP 2) at Koeberg Nuclear Power Station
30.1	The <i>starting date</i> is.	17 January 2022
11.2(2)	The <i>completion date</i> is.	31 March 2022
13.2	The <i>period for reply</i> is	7 days
40	The <i>defects date</i> is	52 (fifty-two) weeks after Completion
41.3	The <i>defect correction period</i> is	2 (two) weeks
50.1	The <i>assessment day</i> is	monthly, between the 24th and 25th day of each successive month.

¹ Except those actions which can only be done by the *Employer* as a Party to the contract.

50.5	The <i>delay damages</i> are	R25 000 per day up to 15% of the Prices at the Contract Date
50.6	The retention is	10% of the Prices at the Contract Date
51.2	The interest rate on late payment is	zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (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
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	The amount of the deductibles, in the amount of R500 000 (Five hundred thousand Rand) payable in terms of the Employer's Annual Construction All Risk Insurance Policy, available on request from Eskom Group Insurance.

82.1	The <i>Employer</i> provides these insurances from the Insurance Table	INSURANCE TABLE	
		Insurance against	Minimum amount of cover or minimum limit of indemnity
		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.

82.1	The <i>Employer</i> provides these additional insurances	<table><tr><th colspan="2">INSURANCE TABLE</th></tr><tr><td>Insurance against</td><td>Minimum amount of cover or minimum limit of indemnity</td></tr><tr><td>Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property</td><td><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></td></tr><tr><td>Loss of or damage to Plant and Materials</td><td><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></td></tr><tr><td>Loss of or damage to Equipment</td><td><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></td></tr><tr><td>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 in connection with the <i>Contractor's</i> Providing the Service</td><td><p><u>Loss of or damage to property</u> The replacement cost</p><p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p></td></tr><tr><td>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</td><td>The amount required by the applicable law</td></tr></table>	INSURANCE TABLE		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 in connection with the <i>Contractor's</i> Providing the Service	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>	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
INSURANCE TABLE																
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 in connection with the <i>Contractor's</i> Providing the Service	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law.</p>															
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															

82.1	The <i>Contractor</i> provides these additional insurances:	whatever the Contractor deems necessary in addition to that provided by the Employer.
82.1	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	whatever the Contractor deems necessary in addition to that provided by the Employer. Notwithstanding anything stated to contrary in the Employer's insurances, the insurance procured by the Contractor will be required to indemnify the Employer for loss of or damage to the Employer's property in respect of the Employer's insurance deductibles in the amount of minimum of R25 M.
82.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
93.1	The <i>Adjudicator</i> is	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).
93.2(2)	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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	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 an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

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

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the works.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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

² If June 2005 Edition applies, delete April 2013 and insert June 2005

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

confidential treatment will be afforded to the information so disclosed.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. 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 Site;
- 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 *works*; and
- undertakes, in and about the execution of the *works*, 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.

Z5.2 The *Contractor*, in and about the execution of the *works*, 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.

Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."
- Z7.2 Add to core clause 62.3, "The *Employer* representative's reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*."
- Z7.3 Add core clause 62.5, "The *Employer* representative' notifies the *Contractor* if the *Employer*'s authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor*'s quotation."

Z8 *Employer's limitation of liability; Add to clause 80.1*

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

Z9 *Termination: Add to clause 90.2, after the words "or its equivalent":*

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

Z10 *Addition to Clause 50.5*

- Z10.1 If the amount due for the *Contractor*'s payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor*'s obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

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

Z12 Nuclear Liability

- Z12.1 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.
- Z12.2 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*.
- Z12.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z12.4 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.
- Z12.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z13 Communications

Add to the end of the first sentence in core Clause 13.1:

“excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone / tablet devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.”

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)⁴ 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 31 of the ECSC3 April 2013 Guidance Notes.

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

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
	[The percentage for overheads and profit are applied to any change in the Defined Cost due to the compensation event. The percentage is required to cover all costs and overheads not included in the Defined Cost as well as an allowance for profit. This percentage is applied to Defined Cost for people.]	
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
	[The percentage for overheads and profit are applied to any change in the Defined Cost due to the compensation event. The percentage is required to cover all costs and overheads not included in the Defined Cost as well as an allowance for profit. This percentage is applied to Defined Cost for people.]	
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is	R[•]
	[Enter the total of the Prices from the Price List]:	excluding VAT
		[in words]
		[•]
		excluding VAT

⁴ 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 *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 tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* 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.

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

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

C2.2 Price List

<u>COST ESTIMATE - CLASS 4</u>					
<u>BILL OF QUANTITIES</u>					
<u>PTR TANK BUND WALL EXTENSION AND CONCRETE WALL REPAIRS</u>					
	DESCRIPTION	Unit	Qty	Rate	Amount
	PRELIMINARIES AND GENERAL				
	Fixed-Charge P&G				
1	Contractual requirements	Sum	1		
2	Site Establishments for offices, facilities and plants	Sum	1		
3	Removal of facilities from site	Sum	1		
	Other fixed-charge obligations (Specify)				
4	i)	Sum	1		
5	ii)	Sum	1		
	Time-related				
6	Offices and storage sheds	Sum	1		
7	Workshops	Sum	1		
8	Laboratories	Sum	1		
9	Ablution and latrine facilities	Sum	1		
10	Living Accommodation and travelling costs	Sum	1		
11	Site Transportation	Sum	1		
12	Tools and equipment	Sum	1		
13	Plant running costs	Sum	1		
14	Management, key resources and support staff as per contract requirements	Sum	1		
15	Quality requirements	Sum	1		
16	Environmental requirements	Sum	1		
17	Company and Head Office overhead costs	Sum	1		
18	Provision for scaffolding complete with cover cloth	Sum	1		
19	Preparation of construction drawings (as built drawings)	Sum	1		
20	Overall construction oversight and engineering services	Sum	1		
	Other time-related obligations (Specify)				
21	i) <i>Waterjet - Jetstream 1000bar Pump</i>	Sum	1		

22	ii) Laboratory P&G Costs	Sum	1		
	Health and safety regulations				
23	Cost of health and safety measures to be taken in relation to the construction regulations: Including Covid 19 related safety measures and FFD medical & training	Sum	1		
24	Compiling and maintenance of health and safety file	Sum	1		
25	Training & Fitness for Duty Requirements	Sum	1		
	SUB TOTAL P&Gs				
	PROFESSIONAL SERVICES				
1	Allow for a Provisional Sum of R200 000,00 for a full time/part time Resident Engineer	P/Sum	1		
2	Profit and attendance on the above professional services	%	1		
	SUB TOTAL PROFESSIONAL SERVICES				
	TESTS				
1	Extract samples and test Chloride profiles	No	6		
2	Making and testing of 150 x 150 x 150mm concrete strength test cubes (Provisional)	No	5		
3	Making and testing of 150 x 150 x 150mm mortar/grout strength test cubes (Provisional)	No	212		
4	Making and testing of 50 x 50 x 50mm mortar/grout strength test cubes (Provisional)	No	240		
	SUB TOTAL TEST				
	PTR TANK ROOM BUND WALL EXTENSION (Wall M1 and M2)				
	Preparation of the workspaces per the specification				
1	Scrabble existing concrete to expose aggregates	m2	25		
2	Waterjet cleaning of the scrubbed surface	m2	25		
3	Core drilling and fixing of starter bars complete (including detection of rebar, mark out areas for drilling and doweling in of starter bars, etc.)	No	168		
	Construction of the wall				
1	Vertical formwork to sides of the walls	m2	49		
2	High tensile steel reinforcements to the walls	t	1.47		

3	Mild steel reinforcements to the walls	t	0.20		
4	40Mpa/19mm Concrete to the walls	m3	15		
5	Floating on top of the concrete wall	m2	17		
	Finishing's				
6	Apply hydrophobic coating to the surface of concrete	m2	66		
7	Apply painting externally to match external surface of the existing wall	m2	25		
8	Apply waterproofing internally to match the existing waterproofing specification	m2	42		
	SUB TOTAL PTR WALL EXTENSION				
	REFURBISHMENT OF EXTERNAL CONCRETE SURFACES OF THE PTR TANK ROOM				
	MORTAR/GROUT REPAIR				
	Unit 1 & 2 PTR Tank Rooms - Removal of concrete in marked out areas of repair in accordance with URS for:- (376m2) - <u>Excavate & remove</u>				
1	Area smaller than 0,10m2 and not exceeding 50mm in depth for trowel repairs	m2	40		
2	Area less than 4m2 for mortar/grout repairs	m2	87		
3	Area greater than 4m2 for mortar/grout repairs (Permission by Engineer required)	m2	249		
	Unit 1 & 2 PTR Tank Rooms - Replacement of defective rebar including the installation of sacrificial anodes complete in accordance with specifications and the URS				
4	Rebar replacement in accordance with the specification for defective rebar	t	1.470		
5	Installation of sacrificial anodes in the repair area as per the specification	No	587		
6	4mm galvanized wire hooks in accordance with the specification (min of 4 twist and 40mm from rebar)	No	135		
7	Mechanical Splicing of rebar in accordance with the specification (No. of Couplers supplied Installed)	No	290		
	Unit 1 & 2 PTR Tank Rooms - Mortar/Grout repair complete in accordance with Specifications and the URS for:- (499m2)				
8	Area smaller than 0,10m2 and not exceeding 50mm in depth for trowel repairs complete	m2	40		
9	Area less than 4m2 for mortar/grout repairs complete	m2	87		

10	Area greater than 4m2 for mortar/grout repairs complete (Permission by Engineer required)	m2	249		
	Unit 1 & 2 PTR Tank Rooms - Coating and Finishes complete in accordance with Specifications and the URS - (Total coating, 1m beyond repair area))				
11	Hydrophobic coating to the concrete areas	m2	862		
12	Reinstate the surface coating to match the existing walls	m2	862		
	SUB TOTAL REFURBISHMENT				
	Summary				
	SUB TOTAL P&Gs				
	SUB TOTAL PROFESSIONAL SERVICES				
	SUB TOTAL TEST				
	SUB TOTAL PTR WALL EXTENSION				
	SUB TOTAL REFURBISHMENT				
	Grand Total (Excl. VAT)				

C3: Scope of Work

C3.1 Works Information

1. Background

Koeberg Nuclear Power Station (KNPS) has successfully replaced unit 1 and 2 PTR tanks during the PTR tank replacement project. As part of the work supporting the removal of the tanks, the roofs of both unit 1 and 2 tank rooms were also removed as they did not meet the current code requirements. In addition, the wall of unit 1 PTR tank room needs to be raised in order to comply with postulated flooding requirements associated with the newly installed tank. The existing walls of the PTR tanks rooms have deteriorated over the years due to chloride-induced corrosion and there is now a need to refurbish these walls.

1.1. Description of the works

The *Contractor* provides professional engineering, management, Plant, Materials, transportation, delivery and construction services for the *works*, to be erected or refurbished to support PTR project.

The *Contractor* performs the complete *works* in accordance with URS NPM21/019 revision 1 and considers all the safety aspects when working. No deviation from the approved URS NMP21/019 revision 1 will be considered without the acceptance of the *Employer*.

The *Contractor* provides various management services related to the engineering and built environment, for the construction of the stated bund walls. The *Employer* does not envisage that the *works* require a full EIA in terms of environmental authorisation. However, the *Contractor* has to satisfy himself that all environmental requirements are in order, prior to the *Contractor* performing any construction work.

2. Drawings

Drawings are in accordance with drawings referenced in URS NPM21/019 revision 1

Drawing number	Revision	Title
JN375/NSE/ESKB/DRG/6676	0	Bund wall extension detail for Unit 1 reinforcement detail
JN375/NSE/ESKB/DRG/6677	0	Bund wall extension detail concrete layout section and details
JN848-NSE-ESKB-DRG-8626	0	Delamination layout PTR Unit 1
JN848-NSE-ESKB-DRG-8627	0	Delamination layout PTR Unit 2
DSG 318-221	0	Refurbishment of external concrete surfaces of the PTR tank room and NAB walls

3. Specifications

Title	Date or revision	Tick if publicly available
General Specifications:		
32-421 Rev 0 – Eskom cardinal rules		

Rev 4 Contractor health and safety	Rev 4	
Rev 8 Environmental, Occupational Health and Safety Incident	Rev 8	
National Key Points Act 102 of 1980 (Public document – not supplied)		✓
Protection of Information Act 84 of 1982 (Public document – not supplied)		✓
KSA-109 Rev 4 – Requirements for Access Authorisation at KOU		
Immigration Act, Act 13 of 2002 (Public document – not supplied)		✓
KSA-119 Rev 3 – Management and Control of Supplemental Workers Koeberg Nuclear Power Station	Rev 3	
KAA-611 Rev 9 – Emergency Mustering, Accountability and Evacuation	Rev 9	
Project and Construction Management Act, 48 of 2000 (Public document – not supplied)		✓
Occupational Health and Safety Act No. 85 of 1993		✓
KSA-132 Rev 2 – Lifting and Rigging Requirements	Rev 2	
KSM-031 Rev 4 – Scaffolding Program	Rev 4	
KSA-106 Rev 1 – Requirements for Protective Coatings for use at Koeberg Nuclear Power Station	Rev 1	
KGA-020 Rev 2 – Initiating a Maintenance Work Request	Rev 2	
KFA-002 Rev 12 – Work Plan Template	Rev 12 - no date of revision	
KFA-035 Rev 11 – Design Change Package Implementation Approval	Rev 11 – no date of the revision	
KAA-667 Rev 6d – Processing a Permit to Work		
KAA-664 Rev 8 – Issuing a Construction Status Certificate		
240-62989893 Rev 3 - DRIVER'S VEHICLE ACCIDENT REPORTING FORM	Rev 3	
ISO 9001: Quality Management Systems		✓
SANS 10400: Building Regulations of South Africa.		✓
KAA 560: The Control of Plant Documentation as a result of plant change, plant anomaly or document anomaly.		
MANDIR 009: Personal Protective Equipment Code for the Koeberg Operating Unit		
KSA-011: Rev 14 The Requirements for Controlled Documents.	Rev 14	
Act No 48 of 2000 Project and Construction Management Profession Act.		✓
331-86: Design Changes to Plant, Plant Structures or Operating Parameters.		

SANS 10100-1: Reinforced Concrete Design		✓
SANS 10162-1 and 2: Structural use of steel		✓
SANS 920: Steel bars for concrete reinforcement		✓
Construction Checklist (KGA-073)		
Medicine and Related Substance Control Act 101 of 1965 (Public document – not supplied)		✓
<u>Technical specifications:</u>		
URS NPM21/019	Revision 1	✓

4. Constraints on how the *Contractor* Provides the Works

4.1 Meetings

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

4.1.2 Project kick-off meeting

Interval	Location	Attendance by:
Once	KOU	<i>Employer's Representative</i> , and Others as appointed by the <i>Employer</i>

	Activity Description	Employer/ Employers Representa tive	Contractor	Requirements	Planning	Additional notes
•	Establishing the project team	X		The <i>Employer's Representative</i> notifies the names of <i>Employer</i> key persons to support the <i>Contractor</i> with the Provision of the Works, in terms of the <i>Employer</i> functions.	Within 1 week after the Contract Date.	At kick-off meeting with <i>Employer's Org</i> structure.
•	Notification, venue, agenda and support documentation	X		The <i>Employer's Representative</i> develops and notifies the agenda, venue and required support documentation for the meeting.	Within 2 weeks after the Contract Date.	An <i>Employer</i> systems engineer, operations representative and maintenance representative is present at the meeting.
•	Execution and Minutes	X		The <i>Employer's Representative</i> assumes chairmanship of the meeting, records and distributes the minutes of meeting.	Within 2 days of the meeting	

	Activity Description	Employer/ Employers Representa tive	Contractor	Requirements	Planning	Additional notes
	<ul style="list-style-type: none"> Conclusion 	X	X	This activity is complete upon acceptance of the minutes of the kick-off meeting by both Parties.	In accordance with the Accepted Programme	Deliverable: Minutes of the kick-off meeting.

4.1.3 Risk reduction meetings

Interval	Location	Attendance by:
As notified	KOU	<i>Contractor, Employer's Representative, and Others as appointed by the Employer</i>
At the risk reduction meetings items as prescribed in ECSC3 Core Clauses 16.1 and 16.2 are discussed. The Risk Register is updated, by the <i>Employer's Representative</i> , and distributed within five days of the meeting.		

4.1.4 Operational meetings

Interval	Location	Attendance by:
Weekly during contract period	KOU or Tele/Video Conference	<i>Employer's Representative and Contractor</i>
<p>An operational meeting is held, by tele or video conference if necessary, between the <i>Employer's Representative</i> and the <i>Contractor</i> to monitor and control the design, manufacturing and planning processes. Typical topics for discussion at this meeting will include <i>Contractor's</i> reporting on the following:</p> <ul style="list-style-type: none"> Review of Project Progress (Programme) with specific focus on Key Dates and interim milestones; Key Risks (threats) and Issues and, where applicable, identify and agree on associated preventive/contingent and recovery actions; Review of Actions List; Review of Communications. 		

4.1.5 Implementation meeting for specific progress and feedback

Interval	Location	Attendance by:
Daily during implementation	KOU	<i>Contractor and Employer's Representative</i>
The implementation meeting is held between the <i>Contractor</i> and <i>Employer's Representative</i> implementation support team, to report on implementation progress and review any risks, issues and <i>Employer</i> actions that need to be resolved in order to ensure smooth implementation of the <i>works</i> .		

4.1.6 QC Meetings during implementation

Interval	Location	Attendance by:
Daily during implementation	KOU	<i>Contractor</i> QC representative and <i>Employer</i> QC representatives
<p>The <i>Contractor's</i> QC representatives provide reports from each meeting to the <i>Employer's</i> project QC Group. This report will cover:</p> <ul style="list-style-type: none"> Scheduled QC inspections for the period identified in the meeting. Any new QC related issues identified since the last report, its status and action plan for resolution. Status and progress on previously reported quality issues. 		

4.1.7 Meetings of a specialist nature

Interval	Location	Attendance by:
Adhoc	Any	<i>Employer's</i> personnel, the <i>Employer's Representative</i> , the <i>Contractor</i> and Others as required
<p>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>works</i>.</p>		

4.1.8 Post implementation meeting for project feedback and review

Interval	Location	Attendance by:
After completion of the <i>works</i>	KOU	<i>Employer's Representative</i> , <i>Contractor</i> Senior Manager (not the <i>Contractor's Employer's Representative</i>), <i>Contractor's Employer's Representative</i> , <i>Employer's</i> personnel and Others as required
<p>The post implementation meeting is held between the <i>Employer's Representative</i>, <i>Contractor</i> senior management, <i>Contractor</i>, other line groups, to report on implementation issues and reviews. Share lessons learnt in order to ensure smooth implementation on the next implementation phase.</p>		

All meetings are recorded using minutes or a register prepared and circulated by the person who convened the meeting. Records of these meetings shall be submitted to the *Employer's Representative* by the person convening the meeting within five days of 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. Confirmation of contract communications during operational meetings will, however, be considered as formal acknowledgement of receipt of a contract communication.

4.2 Use of standard forms

The *Employer's* Representative and the *Contractor* will use the standard NEC templates listed below:

- Delegation by *Employer*
- Access
- Early Warning by *Contractor*
- Early Warning by *Employer's* Representative
- Completion Certificate
- Notification of Defect by *Employer's* Representative
- Defect Certificate
- *Contractor's* assessment of amount due
- Compensation Event notification by *Contractor*
- Compensation Event Request for Quotation by *Employer*
- Termination Certificate
- Acceptance submission by *Contractor*
- *Employer's* Representative Instruction
- *Employer's* Representative summary of amount due

4.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* that complies with the requirements below.

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

- The *Contractor* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. Adherence by the *Contractor* to this requirement is applicable since 1 June 2004. No payment is to be made on tax invoices not fully meeting this requirement.
- The *Contractor* submits an original Tax Invoice to the *Employer's* Financial Accounting group or via e-mail to Invoiceseskomlocal@eskom.co.za. A copy of each invoice is forwarded to the *Employer's* Representative to allow follow-up in the event of payments delays. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.
- The *Employer's* VAT Registration Number is 4740101508.
- All invoices are marked for the attention of:

The Accounts Payable Section
Koeberg Nuclear Power Station
Private Bag X10
Kernkrag
7440
South Africa
- Particulars to be included on the *Contractor's* Tax Invoice:

The words "Tax Invoice" in a prominent place;
The name, address and VAT registration number of the *Contractor*;
The name, address and VAT registration number of the *Employer*;
An invoice serial number;
The date of issue of the invoice;
The quantity or volume of goods or services supplied;
The price & VAT or a statement that VAT is included @ 15% or zero rate;
Reference to the Contract;
A descriptive title of the service covered by the Invoice and/or the Contract assessment number;
and

A signed copy of the Assessment Certificate and SAP release order (SAP 45 line and item number).

- Abridged tax invoice (section 20(5)). Where the amount (incl. VAT) is less than R3 000.00. The same requirements as above, except that the Name, address and VAT registration number of the *Employer*, and the quantity or volume does not need to be specified.

Payment is made by means of electronic transfer. The *Contractor* therefore provides his banking details to the *Employer's Representative* within one week of the Contract Date. The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* requires the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work sub-contracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. The records must be kept in both electronic and hard copy, and must be issued to the *Employer's Representative* at the earliest possible time.

4.5 Compensation events

4.5.1 Concurrent delay

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

4.5.2 COVID-19 Pandemic

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

The corona virus outbreak could also result in a number of the compensation events being triggered under clause 60.1, such as the following examples:

- 60.1(2) – the *Employer* does not allow access to part of the Site by the date shown on the Accepted Programme.
- 60.1(3) – the *Employer* does not supply something by the date for providing it shown on the Accepted Programme.
- etc.

4.5.3 Mitigation of delay

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

4.6 Procurement

4.6.1 BBBEE and preferencing scheme

The *Employer* as an organ of state is governed by the Preferential Procurement Regulations 2011 which stated that all contracts for Goods or Services are procured in accordance with a system that is fair, equitable, transparent, competitive and cost-effective.

The following preference point systems will be applicable to all tenders.

The use of the 80/20 system (80 (price): 20 (BBBEE) preference point system for procurement greater than R1 M up to R50 M including VAT.

A two stage of tender evaluation will apply

- First stage

The use of a functionality (technical evaluation) as a gatekeeper. Only *Contractors* who meet the functionality threshold will be further evaluated.

Contractors who meets the functionality threshold, but are not on the approved supplier listing (ASL) for nuclear will be further subject to a supplier capability assessment; which will form part of the first stage of the evaluation.

An analysis of the *Contractor's* financial statements will be conducted for the purposes of establishing the tenderer's financial viability and ability to meet its entire contractual obligation for the duration for the contract, should the tenderer be awarded the contract.

Where applicable a financial evaluation will be conducted by the *Employer* to further evaluate the financial viability of the tenderer.

Financial analysis will be conducted on all responsive and compliant tenders prior to the price and preference scoring. Tenders which do not meet the *Employers* financial requirements will not be evaluated further.

- Second stage

Contractors will be further evaluated in terms of their price and B-BBEE status level of contribution using the 80/20 preference point system:

80%	Price; and
20%	B-BBEE Status Level of Contribution

An approach involving cross functional teams will be taken during the evaluation of tenders to ensure that the best interests of the *Employer* are assured.

The scope of the *works* is not covered under a designated sector in terms of Regulation 9 of the Preferential Procurement Regulations.

4.7 Facilities to be provided by the Contractor

The *Contractor* shall provide sufficient latrine facilities for the use of his employees and shall be entirely responsible for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the *Employer*.

Latrines shall be provided at the rate of one for 12 persons, and the *Contractor* shall make his own arrangements and pay all charges for the removal of sewage to the satisfaction of the health authority concerned.

The *Contractor* ensures that passengers are not transported on the back of LDV's (bakkies) or trucks within the boundaries of the *Employer's* property.

The *Contractor* provides everything necessary for Providing the Works, including office, workshop and changing room facilities.

4.8 Title to material from excavation and demolition

The *Contractor* has title to materials from excavation and demolition, however, the *Employer's Representative* must accept which materials are to be removed from Site.

4.9 Design by the Contractor

The design has been compiled and authorised by the *Employer*. The *Contractor* is responsible for:

- Site work packages are to be compiled in accordance with the work scope in URS NPM21/019 revision 1.
- Design field changes (DFC) in terms of KAA-501 rev 11
- Design for temporary works in terms of KAA-501 rev 11

4.10 Records of Contractor's Equipment, Plant and Materials

All Equipment, Plant and Materials are subject to a security screening allowed on the Site. All Equipment, Plant and Materials are listed and specified before brought on Site. This list serves as evidence for removal permits upon Completion of the *works*. Vehicles are only allowed on Site if justification is provided to the *Employer* that such a vehicle is essential to Provide the Works.

4.11 Equipment provided by the Employer

No Equipment will be provided by the *Employer*. The *Contractor* is required to supply all the necessary consumables, tools and equipment to execute the job. The *Contractor's* Method Statement should reflect the Equipment, Plant and Material breakdown.

4.12 Documentation control

4.12.1 Record Management

- Each document deliverable is provided in hardcopy and includes all signatures obtained internally and from the *Employer*.
- Each document deliverable is provided as a searchable electronic PDF format and includes all signatures obtained internally, from the *Contractor*, and from the *Employer*. Electronic signatures are generally acceptable in accordance with the *Contractor's* Quality Management System.
- Each document deliverable is provided as an editable Microsoft file which corresponds to all final documentation issued to the *Employer*.
- Where agreed between the Parties, the *Contractor* may supply a "Word" document, to facilitate the *Employer's* review by means of "track changes".
- All final drawings are handed to the *Employer* in the electronic media and are compiled on a Micro station Version 7 (or higher) compatible software program.
- All new drawings are sized to metric paper size standards (A4, A3 etc.).
- Programmes, prepared by the *Contractor*, for the *works* and accepted by the *Employer's Representative* are considered as records.

4.12.2 Documentation quality and control

All documentation, including drawings and operating and maintenance instruction manuals, are uniquely identified and cross-referenced with all related documents.

4.12.3 Documentation to be provided by the Employer

- The *Employer's Representative*, on request from the *Contractor*, provides copies of all applicable *Employer* standards, procedures, guides, work instructions and forms.
- Copy requests are made in writing, to the *Employer's Representative*, and details the exact documentation identification numbers.

- Documentation is provided in accordance with the latest accepted programme.

4.12.4 Communication

Format: All communication is addressed to the *Employer's Representative*. All communication makes reference to:

- The contract number that is issued by the *Employer* i.e. 46000.....;
- the title of the contract;
- the specific ECSC clause under which the communication is issued;
- each notification deals with only one specific issue at a time;
- All formal communications shall be e-mailed to the *Employer's Representative* and the documentation controller, as an attachment. When these letters are submitted by means of e-mail, the title of the letter is reflected in the subject line and only one letter is submitted per email; and
- All formal communications received via e-mail shall be confirmed via a return e-mail.

4.13 Health and safety risk management / Safety Health and Environmental Specification

The *Contractor* complies with the *Employers* SHE specifications reference 32-136(0) and requests it from the *Employer's Representative* on Site establishment.

- A Safety, Health, and Environment (SHE) plan shall be submitted to the *Employer's Representative* for the *works* performed on the Site by tender closing.
- A project specific SHE file is to be created by the *Contractor* and submitted together with a completed copy of the Construction Regulations Checklist to the *Employer's Representative* for acceptance within 2 (two) weeks of the *starting date* following which the *Contractor* maintains and updates the file.
- Provide a copy of current health and safety policy by tender closing.
- All work carried out by the *Contractor*, is done in strict accordance with all relevant safety Laws and procedures.
- The *Contractor* provides the *Employer's Representative* with the following before work at the Site commences:
 - Health and Safety plan
 - Letters of appointment
 - Risk assessments of the tasks
 - Method statement
 - COID Registration Letter / Letter of Good Standing

It is to be noted that before any work can commence on Site, the *Contractor* must have performed a detailed risk assessment of the *works* and/or the work area where work is to be performed. The risk assessment is documented and handed the *Employer's Representative* for acceptance. The *Contractor* discusses the risk assessment with all employees involved with the *works*. The *Contractor* ensures that:

- At least one team member is a qualified first aider with a valid level 2 first aid certificate.
- All operators of Equipment have valid training certificates from an accredited training company to operate such equipment.
- All employees working on the Site wears the mandatory Personal Protective Equipment (PPE), such as hard hat (with chin strap), safety boots, ear plugs, COVID-19 related PPE and safety glasses.
- Safety induction and environmental training pertaining to the Site will be conducted by the *Employer's Representative*.
 - The Contractor shall at all times adhere to the site safety requirements and all national legislation including the OHSAct.
 - Eskom's lifesaving rules shall be incorporated into the construction and refurbishment of the PTR tank walls. The Eskom lifesaving rules are available from the Client.
 - Waste produced from the inside of the PTR tank room walls shall be managed in accordance with RADWaste procedures. All other waste produced shall be managed through standard industry best practice.

- All chemicals used on site shall be accompanied with the necessary Material Safety Data Sheets.

4.14 Quality Assurance Requirements

The *Contractor* complies with the general quality requirements of DSG 318-087

Revision 2.

The scope of work has been classified Q2/L2. The *Contractor's* QMS shall be certified to ISO 9001:2015.

Procurement Quality Engineering

The *services* are subject to a Quality Assurance Program in accordance with DSG-318-087 Rev 2. A Quality Control Plan, specific to each construction activity, is to be established and submitted to the *Service Manager* for acceptance before commencement of any work.

The *Contractor's* quality assurance system is subject to the acceptance by the *Employer*.

The *Contractor* ensures that any subcontractor employed by him has and implements a Quality Assurance Programme to meet the quality assurance requirements of the *Employer*.

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

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

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

The *Contractor* ensures that his staff and subcontractors are conversant with the content of the *services* as defined by the Service Information, quality control plans/work plans and work instructions.

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

The *Contractor* 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 *Service Manager* may request such review records and the *Contractor* provides such information without limitation.

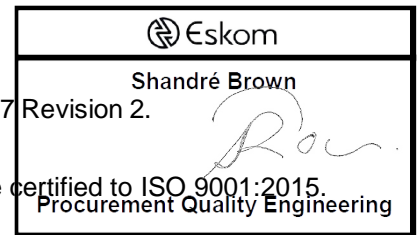
Where considered necessary, the *Service Manager* may request the root cause analysis and associated corrective action plan that the *Contractor* has established to deal with non-conformances / issues and / or Defects related to Providing the Service. The *Contractor* provides such information without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

4.15 Risk assessments

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

The *Contractor* ensures that ergonomic hazards have been identified evaluated and addressed, as required by Construction Regulation 7(6). Hazards the *Contractor* must consider include:

- improper lifting techniques,
- continuous repetitive movements with body parts in extreme postures; and
- poor grips on tools or carrying containers with no handles.



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

The *Employer's* risk assessment chart is completed, by the *Contractor*, during the *Contractor's* pre-job briefs and displayed at the entrances to those areas of the Site. The template is available from the *Supervisor*.

The *Contractor* ensures that all *Contractor'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)).

With regard to environmental considerations, the *Contractor* ensures that any aspect from a product or activity that might have an impact on the air, water, marine and soil or which may have the potential to cause harm to the environment is addressed in the *Contractor's* risk assessment, in order to avoid any environmental incidents while Providing the *Works*. Where such impact cannot be avoided, the *Contractor* ensures that the necessary steps are taken to minimise and remediate such impact. (refer to Section 28 of National Environmental Management Act, 1998).

Lists of expected hazards and risks at the KOU have been referenced in EPC 32-136, as well as the Occupational Health Services Job Specification (reference KfV-SR-004), outlining the required physical attributes and personal protective safety equipment. Some known hazards include:

- Safety: live electrical equipment, working at heights, moving vehicles, floor openings, slippery floors, unguarded machinery, sharp tools, exposed blades, suspended loads, overhead pipelines, floor level pipelines, faulty portable electric tools, strong winds, poorly maintained high pressure vessels, untrained staff doing hot work.
- Health: radiation exposure, dust, noise, snake/spider bites, bee stings, chemical fumes and splashes, asbestos lagging, prolonged awkward postures.
- Environmental: air emissions, marine spill, ionising radiation being released into environment, chemicals leaching into ground/soil, diesel/petrol spill, clearing of vegetation, disturbance of habitat.

As part of risk management the Contractor is expected to visit site to verify all information supplied in documents prior to tender.

The Contractor must familiarise himself with the Client processes especially the latest approved KAA-501 process.

The Contractor is expected to utilise experienced personnel in executing the scope. All design work to be signed by the appropriately qualified and professionally registered engineers (e.g. Engineering Council of South Africa).

All design documentation shall be submitted to the Employer for review and acceptance. The designs shall include all plans and drawings. Construction cannot commence without the Client acceptance of the design.

4.16 Accident - Incident Reporting Protocol

Incident	Action	Timing
Near Miss	<ul style="list-style-type: none">• Condition Report (Devonway).• Near Miss Card• Flash Report. No investigation required unless a trend develops or priority rating is high or extreme as per Procedure: 32-95, Rev 6.	Report incident before end of shift.

Incident	Action	Timing
Property Damage	<ul style="list-style-type: none"> Condition Report (Devonway). Flash Report. 240-62989893 - Vehicle Accident Reporting form <p>No investigation required unless a trend develops or rating is high or extreme as per 32-95, Rev 6.</p>	Report incident before end of shift.
First Aid	<ul style="list-style-type: none"> Condition Report (Devonway) Flash Report. Minor Injury form. 240-77046688-<i>Employers</i> Investigation Report (Complete sections: 1, 2, 6, 7, and 10). <p>Accident/Incident investigation required as per 32-95, Rev 6.</p>	<ul style="list-style-type: none"> Report incident before end of shift. Investigation completed within 7 days Investigation report to be completed within 30 days.
Medical Injury	<ul style="list-style-type: none"> Condition Report (Devonway). Flash Report. 240-77046688-<i>Employer's</i> Investigation Report (complete sections: 1, 2, 6, 7, 10). <i>Employers</i> Report (WCL II). Resumption Report. Annexure 1 <p>Note: 1st medical, progress and final medical reports to be issued by medical practitioner</p>	<ul style="list-style-type: none"> Report incident before end of shift. Investigation completed within 7 days. Investigation report to be completed within 30 days.
LTI's	<ul style="list-style-type: none"> Condition Report (Devonway). Flash Report. 240-77046688-<i>Employers</i> Investigation Report (full document). <i>Employers</i> Report (WCL II). Resumption Report. Annexure 1 <p>Note: 1st medical, progress and final medical reports to be issued by medical practitioner</p>	<ul style="list-style-type: none"> Report incident before end of shift. Investigation completed within 7 days. Investigation report to be completed within 30 days.
Fatality or Occupational Diseases	<ul style="list-style-type: none"> Condition Report (Devonway). Flash Report. 240-77046688-<i>Employers</i> Investigation Report (full document). <i>Employers</i> Report (WCL II). Resumption Report. Annexure 1 <p>Note: 1st medical, progress and final medical reports to be issued by medical practitioner.</p>	<ul style="list-style-type: none"> Report incident before end of shift. Investigation completed within 7 days. Investigation report to be completed within 30 days.

4.17 Employer's lifesaving rules

The *Contractor* complies with the *Employer's* five rules as stipulated in the *Employer's* Management Directive 32-421. The *Employer* takes a ZERO TOLERANCE stance to violation of these rules:

- Rule 1: Open, isolate, test, earth, bond, and/or insulate before touch.
- Rule 2: Hook up at heights.
- Rule 3: Buckle up.

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

4.18 Nuclear and Conventional Safety

The *Contractor* promotes a culture that is dedicated to continuously striving to enhance nuclear and conventional safety. The *Employer* defines appropriate safety objectives for the Site, and the *Contractor* is also responsible for meeting those objectives, instilling a philosophy of personal excellence, and timely identification and resolution of safety problems. The *Contractor* is responsible for continuously pursuing enhancements to safety-not just complying with a minimal set of legal requirements.

4.19 Environmental constraints and management

The *Contractor* ensures that all Plant and Materials and *works* supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications. *Contractors'* personnel, Equipment, Plant and Materials does not enter the Site beyond the road reserve boundary irrespective of whether or not the boundary is fenced. The *Contractor* takes every precaution to avoid damage to vegetation within the area that falls outside the designated work areas. Any damage caused will be repaired at the *Contractor's* expense. Storage and stockpiling of materials will not be permitted without the written consent of the *Employer's Representative*.

The *Contractor* ensures that all concepts and provisions stated in the National Heritage resources Act, no 25 of 1999 is adhered to and that no disturbance of whatever nature takes place on the Site without the consent of Generation Environmental Management (GEM) & South African Heritage Resource Association (SAHRA).

The *Contractor* shall comply with the following environmental criteria and constraints:

4.19.1 General requirements

The *Contractor* complies with all the Environmental laws as stated in NEMA – South Africa National Environmental Management Act – Legislation and Environmental Acts and EIA - Environmental Impact Assessment Regulations Laws South Africa.

4.19.2 Storm water

No washing of chemicals shall be drained into the stormwater reticulation system (this includes but not limited to drains, culverts and channels).

4.19.3 Waste

Chemical waste must only be disposed inside a marked waste skip or container on Site. No waste mixing on site will be allowed.

4.19.4 Oil usage during construction

The oil to be used on site by the *Contractor* for machineries must be contained within the bund structure. This will eliminate any spillage on the ground that can be washed away into the storm water draining system.

4.19.5 Dust

The *Contractor* must properly control dust on Site by sprinkling dusty areas with water. Anyone within the construction area with such hazard must be supplied with dust masks.

4.19.6 Noise

The *Contractor* must ensure that no excessive noise making machineries are used on Site. If such machinery is to be used, written approval must be obtained from the *Employer's* representative. The *Contractor's* application to use such machinery must be accompanied by a detailed plan indicating the safety plan and times interval for the usage of the machinery.

4.19.7 Indigenous Plants

The *Contractor* must ensure that no plant shall be removed from the Site without any approval from the *Employer's* representative. All the plants shall be protected and preserved during the implementation phase on site.

4.19.8 Historical interest objects

No historical interest objects may be removed from the site without the knowledge of the *Employer's* representative.

4.19.9 Plant and Materials

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

The design document produced by the Designer will specify all installation activities for the successful achievement of the URS requirements.

The main function of the construction site office block is to accommodate 150 construction team personnel. This office block must be designed and constructed in modular fashion to allow for further use on completion of the project.

The buildings shall comply with all safety aspects when designing and no deviation will be accepted. Safety features of the building shall include but not limited to emergency evacuation, muster points/stations and fire hydrant points, etc. The finishing material to be used in the building must match the corporate identification as specified in the Corporate Identity Manual ESK AM AAA1 [27].

The offices must be constructed on an existing Technical Services Building (TSB) concrete slab currently being used for offices, located in the south western corner of the Power station, adjacent to the Maintenance workshops.

4.20 Civil and Structural works

The *Contractor* provides professional engineering, management, Plant, Materials, transportation, delivery and construction services for the *works*, to be erected or refurbished to support PTR project.

The *Contractor* provides the works as specified on URS section 3.1.

4.21 General constraints

4.21.1 Laws and regulations to be complied with

The *Contractor* at his own expense complies with the Nuclear Energy Act 92 of 1982, the Protection of Information Act 84 of 1982 and in general with all laws, regulations, by-laws and requirements of local and other authorities which may be applicable to the *works* and as amended or replaced.

At the Site the *Contractor* is at all relevant times under the authority of the *Employer's* Land Portfolio Manager for the purpose of giving effect to the provisions of the above clause 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* Land Portfolio 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's Representative* for acceptance.

4.21.2 Confidentiality and publicity

The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, and the Protection of Information Act 84 of 1982. The *Contractor* agrees that neither the *Contractor* nor its employees, agents or

sub-contractors make any public statements or release to any third party (including the *Adjudicator*) any information concerning the performance of any work without first obtaining the written approval of the *Employer's Representative*. Requests to release information are co-ordinated by the *Employer's Representative* through the designated *Employer's Commercial Manager* or the *Employer's Power Station Manager*. The *Contractor* ensures adherence of its employees, agents and sub-contractors to this restriction.

4.21.3 Reporting culture

The *Contractor* is required to have a process or means by which the workers (all organisational levels) can report issues and incidences that negatively (or have the potential to) affect performance, without fear of retaliation or punitive action.

The *Contractor's* process must be such that the information is captured, analysed and the resulting corrective actions taken as a result of the reports are identified and tracked, for implementation and improvement. All such reported issues are shared with the KOU, for purposes of capturing in the KOU Corrective Action Programme (CAP).

4.21.4 Observation programme

It is desired (not expected) that the *Contractor* is capable of performing initial investigations into human performance events to determine the contributing factors (error precursors and organisational weaknesses). The *Contractor* must however support and co-operate with any such investigation by KOU.

The *Contractor* is required to have a process whereby workers' at-work behaviours in the field are observed and coached against a set of formalised best practice criteria. This is to reinforce the desired standards and behaviours expected on the job site and to provide assurance that the *Contractor's* workers and supervisors are adhering to standards. The *Contractor's* workers must be coached where deviations from standards and expected behaviours are detected.

This information is captured, by the *Contractor*, in a means that allows review of previous observations performed for the identification of potential trends in worker behaviours that could potentially lead to an event. Actions are to be developed and implemented to address such trends. The *Contractor's* process must have an auditable trail.

4.21.5 *Employer's Koeberg Nuclear Power Station entry and security control, permits, and plant regulations*

Any person visiting the Koeberg Nuclear Power Station (KNPS), or as generally known, the Owner Controlled Area (OCA), will be required to do training on the KNPS access requirements and safety induction for the plant. The training is two hours, conducted by the Environmental Officer of the KNPS.

In accordance with the *Employers* vehicle policy, no person will be allowed to be transported unless he/she has been properly seated and belted in with an SABS approved vehicle safety belt.

All waste material, stemming from the *works* will be discarded of in line with legislation and by-laws.

4.21.6 Fitness for duty management

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

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

- Have valid identification documents;

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

Should the *Contractor's* employees fail at any stage during the FFD process, the *Contractor* is responsible for the cost and any delay that may result.

4.21.6.1 FFD requirements before registration takes place

Information the *Contractor'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 *Contractor's* employee must sign

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

Activities to be performed before the *Contractor's* arrival at the Site.

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
•	Recruitment & Selection		X	•	<i>Contractor's</i> own planning	
•	ID Document		X	Proof of identification is required before that the <i>Contractor's</i> employee is allowed to register on the FFD system.	<i>Contractor'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)

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
						<ul style="list-style-type: none"> or Valid Official Passport or Valid Temporary Identification Document issued by the Department of Home Affairs.
	<ul style="list-style-type: none"> Proof of Residential Address 		X	Proof of residential address is required before that the Contractor's employee is allowed to register on the FFD system.	Contractor's own planning	The proof may not be older than 3 months when the Contractor's employee is enrolled on the FFD system.
	<ul style="list-style-type: none"> CV and Qualifications 		X	Authenticated qualifications to be presented before registration takes place	Contractor's own planning	<ul style="list-style-type: none"> CVs of Contractor employees are included in the documents where this is required by the procedure. The Contractor's employees must be in possession of his/her CV when he/she arrives on site to start the FFD process. The Contractor is required to verify the authenticity of the qualifications that is required for the work that is to be performed on Site. The Employer retains the right to verify any tertiary qualification that an applicant is required to have to work in a specific discipline. The Contractor ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system. Persons not in possession of the qualifications required by the Employer are not considered for employment by the Contractor (in that particular discipline).

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
	<ul style="list-style-type: none"> Criminal History 		X	Assessment of criminal history	Contractor's own planning	<ul style="list-style-type: none"> Terminate Process Hold Point The criminal history of an applicant shall be assessed before access to the Site is considered. SA citizens obtain their criminal history reports from the South African Police (SAPS). The report may not be older than 3 months when the Contractor's employee is enrolled on the FFD system. This service is also available from the Employer's Security section. South African applicants are required to give their consent to the Employer to obtain the relevant information from the SAPS. Non South African citizens are required to provide proof of their criminal history. The criminal history report from their country's law enforcement agency or INPO (USA citizens only) is dated within three months of their required access date. Persons with a criminal background that is deemed to be a security risk to the Site are not to be considered for employment by the Contractor. The Contractor's employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> Complete Man Job Spec Form 	X	X	Contractor to complete with Employer's Representative	Contractor's own planning	<ul style="list-style-type: none"> The Contractor ensures that an occupational health services job specification form is completed, in conjunction with the Employer's Representative; for each

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

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
						<p>FFD process. The occupational health services job specification form is required by the occupational health practitioner for the health assessment.</p> <ul style="list-style-type: none"> • 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. • Health assessment are only performed by <i>Employer</i> registered Occupational Health Practitioners. • The health assessment report is not older than 3 months when the <i>Contractor's</i> employee is enrolled on the FFD system. • Persons that are not declared fit to perform the work specified in the occupational health services job specification form are not be considered for employment by the <i>Contractor</i>. • The <i>Contractor's</i> employee must be in possession of the medical assessment results and other relevant documentation when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> • Work Permit 		X	Work permits to be obtained before registration takes place	<i>Contractor's</i> own planning	<ul style="list-style-type: none"> • Terminate Process Hold Point • Non South African Citizens are required to be in possession of the relevant Work Permit as required by the Immigration Act before access is considered. • Persons not in possession of a valid

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
						<p>work permit is not be considered for employment by the Contractor.</p> <ul style="list-style-type: none"> The Contractor's employee must be in possession of the original work permit when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> Registration on FFD System 	X	X		Contractor's own planning	<ul style="list-style-type: none"> Contractor's employees are registered on the Employer's FFD system by a person appointed by the Employer. This could be a Contractor employee, if appointed by the Employer. The Employer's Representative is responsible to arrange this activity. Registration is only performed if the Contractor's employee is in possession of all the documentation required for registration If the Contractor's employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.
	<ul style="list-style-type: none"> Training Requirements Form 	X	X	Employer's Representative and Contractor to supply	Contractor's own planning	<ul style="list-style-type: none"> The scope of each Contractor employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence. All Employer 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

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
						<p>the Site.</p> <ul style="list-style-type: none"> The <i>Employer'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. The <i>Contractor's</i> employee must be in possession of the training requirements form when he/she arrives on site to start the FFD process.
	<ul style="list-style-type: none"> FFD Bookings 	X	X		Contractor's own planning	<ul style="list-style-type: none"> Contractor's employees are booked on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i>. This could be a <i>Contractor</i> employee, if appointed by the <i>Employer</i>.
	<ul style="list-style-type: none"> Confined Space Training 		X	Training that the <i>Contractor's</i> employee must complete (only if required)	Contractor's own planning	Only if required
	<ul style="list-style-type: none"> Basic Rigging Training 		X	Training that the <i>Contractor's</i> employee must complete (only if required)	Contractor's own planning	Only if required. The <i>Contractor</i> verifies the validity of prior learning
	<ul style="list-style-type: none"> Non-Disclosure Agreement 		X	All <i>Contractor</i> employees are required to sign a non-disclosure agreement	Contractor's own planning	<ul style="list-style-type: none"> The <i>Contractor</i> ensures that a non-disclosure agreement is signed form is signed by each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Employer</i> at Koeberg.
	<ul style="list-style-type: none"> Security Permit Application 	X	X	<i>Employer's Representative</i> and <i>Contractor</i>	Contractor's own planning	<ul style="list-style-type: none"> The <i>Contractor</i> ensures that a security permit application form is

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
				to supply		<p>completed for each employee, before the person is registered to start the FFD process. These forms are obtainable from the <i>Employer</i> at Koeberg.</p> <ul style="list-style-type: none"> It is important that the form is completed by the <i>Contractor</i> in conjunction with the <i>Employer's Representative</i>. The form identifies the security areas that the <i>Contractor's</i> employee is required to enter for the execution of the tasks. The <i>Contractor's</i> employees must be in possession of the security permit application when he/she arrives on site to start the FFD process.

4.21.6.2 Fraudulent Documents

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

4.21.6.3 False Declarations

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

4.21.6.4 FFD requirements after registration takes place

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

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> Enrolment on FFD System 	X	X	<i>Contractor's</i> employees shall be enrolled on the <i>Employer's</i> FFD system by the Security Group when they arrive on site.	10 min	<ul style="list-style-type: none"> A <i>Contractor's</i> employee will not be allowed to attend any further FFD activities if he/she is not enrolled on the FFD system and issued with a bar coded form.
	<ul style="list-style-type: none"> Drug Test 	X	X	All the <i>Contractor's</i> employees are required to	30 min	<ul style="list-style-type: none"> The <i>Contractor's</i> employees that fail the drug test are not allowed to continue further on the

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
				perform a drug test administered by the <i>Employer</i> . This test will be done notwithstanding the test done by the <i>Contractor</i> .		FFD process and will be required to leave the Site and will be denied access for at least 12 months.
	<ul style="list-style-type: none"> Criminal History Verification 	X	X	All <i>Contractor</i> employees that apply for a security permit to access the Site are required to give consent to the <i>Employer</i> to verify their criminal background. This activity is performed on site by the <i>Employer's</i> 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	<ul style="list-style-type: none"> South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the <i>Employer's</i> Security staff with a set of fingerprints, for record purposes. <i>Contractor</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Site
	<ul style="list-style-type: none"> Health Verification 	X	X	<i>Contractor</i> employees are required to report to the <i>Employer's</i> 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

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> Induction Training including: <ul style="list-style-type: none"> SAT PIT FME (Generic) Human Performance 	X	X	<ul style="list-style-type: none"> Site Access Training (SAT) <i>Contractor</i> employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence. Plant Induction Training (PIT) <i>Contractor</i> employees who are required to work inside the protected area of KNPS are required to complete the Plant Access Training (PAT) course before work may commence. Foreign Material Exclusion Training (FME) <i>Contractor</i> employees coming to site that require access to FME zones or will perform any hands-on 	8 hours	<ul style="list-style-type: none"> Site Access Training (SAT) The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to the protected area of KNPS. <i>Contractor</i> employees that do not successfully complete the SAT course shall not be allowed access to the Site. Plant Induction Training (PIT) <i>Contractor</i> employees that do not successfully complete the PIT course are not allowed access to the Site. <i>Contractor</i> employees required to perform work in the intake basin are required to pass the PIT Foreign Material Exclusion Training (FME) <i>Contractor</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course successfully are not allowed access to the plant Human Performance Training (HPT) <i>Contractor</i> employees that do not successfully complete the HPT course are not allowed access to Site. <i>Contractor</i> employees required to perform work in the intake basin are required to pass the HPT course.

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
				<p>work on the plant are required to complete this training.</p> <ul style="list-style-type: none"> • Human Performance Training (HPT) Contractor employees that are required to work inside the protected area of KNPS shall complete the Human Performance Training (HPT) before work may commence. 		
	<ul style="list-style-type: none"> • Induction to Working at Heights / Material Handling 	X	X	<ul style="list-style-type: none"> • Contractor employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered. 	8 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the Working at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited
	<ul style="list-style-type: none"> • Induction to Confined Space 	X	X	<ul style="list-style-type: none"> • Contractor employees are required to successfully complete the required confined space training before access to 	2 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the confined space training will result in access to confined space being restricted

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
				confined space is considered.		
	<ul style="list-style-type: none"> Induction to Basic Rigging 	X	X	<ul style="list-style-type: none"> Contractor employees are required to successfully complete the required Rigging training before rigging work is considered. 	8 hours	<ul style="list-style-type: none"> Only if required Failure to successfully complete the Rigging training will result in rigging work being prohibited
	<ul style="list-style-type: none"> Supervisor Training 	X	X	<ul style="list-style-type: none"> Contractor employees are required to work as supervisors must successfully complete the required supervisor training before work is considered. 	2.5 days	<ul style="list-style-type: none"> Only if required Failure to successfully complete the supervisor training will result individual being prohibited to do supervision
	Technical assessment <ul style="list-style-type: none"> Mechanical Machining MC&I Electrical Welding Pipe Fitting Civil TA 4 I&T MSS 	X	X	<ul style="list-style-type: none"> Contractor employees who are required to perform work of a technical nature inside the protected area of Koeberg are required to perform technical assessments and be authorised to perform the work that they have been assessed for. 	4hrs - 16p 12hrs - 3p 16hrs - 16p 8hrs - 4p 4hrs - 6p 6hrs - 4p 6hrs - 4p 8hrs - 4p	<ul style="list-style-type: none"> Only if required The Employer's Representative is responsible to indicate the work that the Contractor's employee will be performing on the Site. Contractor employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Site. The duration of this activity depends on the type of work discipline and scope and is between 4 hours and two days.
	<ul style="list-style-type: none"> Final acceptance 	X	X	<ul style="list-style-type: none"> All required 	30min	

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
	Issuing and permit			FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group.		

4.21.6.5 Medical examinations

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

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

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

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

4.21.6.6 Criminal record check verification service provider:

For all background screenings and qualification verifications.

4 Denne Ave, Panorama, Cape Town, 7506
Office Number 021 911 5011 / 021 911 5338
Fax: 086 750 2734
Cell: 084 8500 432, e-mail: call@nevetec.co.za
www.nevetec.co.za

4.21.6.7 COVID-19 controls that must be followed:

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

4.21.6.8 Exit procedure

The *Contractor* is responsible to 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 *Contractor's* employee being denied access in future.

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

4.21.6.9 Security check points

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

4.21.6.10 Prohibited/unauthorised items on Site

In terms of the National Key Point Act 102 of 1980, Koeberg Operating Unit 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 Revision 4 (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

Contractor 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 *Contractor* informed, pictograms of the items are placed at all ACP 2 access points and it is also addressed in the Plant Induction Training (PIT). It is the responsibility of each of the *Contractor's* employees to ensure compliance and to refrain from bringing prohibited/unauthorised items onto site.

4.21.6.11 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 *works*. Vehicles are only allowed on Site if justification is provided to the *Employer's Representative* that such a vehicle is essential to Provide the Works.

4.22 *Contractor's* management, supervision and key people.

4.22.1 Minimum requirements of people employed

- In the *Contractor's* Method Statement, mentioned in 1.6 above, he/she stipulates the labour breakdown for Providing the Works.
- The *Contractor* employs in and about Providing the Works only such persons that are careful, competent and efficient in their several trades and callings;
- It is expected that the *Contractor* will have as a minimum on his execution team:
 - Supervisor (full time)
 - Managerial capabilities will be present on site when required.
- The *Contractor*, in and about Providing the Works, ensures that all the requirements of 2.13 above is adhered to.

- The *Contractor* provides orientation and technical training for all key personnel requiring access to the Site 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 (as applicable) and regulations which may be in force at the Site from time to time, which is available on request.

4.22.2 Key personnel:

- The *Contractor* ensures that all key employees assigned to the *works* meet the requirements of the *Employers* 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; as well as the Construction Regulations 2003 of the OSH Act, the Project and Construction Management Professions Act 48 of 2000 and CIDB Civil Engineering (CE) (At the appropriate level), as applicable; and
- *Contractor's* supervisors are deemed to be key people and are dedicated to each project on a full-time basis.
- The *Contractor's* construction health and safety agent (as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act No. 48 of 2000) is appointed to ensure that the *Contractor* complies with its statutory duties under the OHSA (Act No. 85 of 1993) and applicable regulations such as the Construction Regulation, etc.
- The following are considered key persons by the *Employer* and the *Contractor* submits a brief CV with associated records of qualification and related experience to the *Employer's Representative* at the start date:
 - *Contractor's* project manager
 - *Contractor's* planner
 - Construction and installation supervisor(s)
 - Quality assurance representative
 - Quality control inspector(s)
 - Health and safety representative
 - Environmental Control Officer (ECO) – (Part time)

4.22.3 Supervision

The South African Construction Regulations require the *Contractor* to appoint a full-time competent employee to supervise the performance of construction work. The *Contractor* (as principal *Contractor* in terms of the Occupational Health and Safety Act (OHSA) Construction Regulations) therefore appoints, in writing, a competent full time construction supervisor and where required an assistant supervisor, clearly stipulating all duties relating to the supervision of the particular project.

The *Contractor's* construction supervisor must be registered as a professional construction manager in terms of the Project and Construction Management Act, 48 of 2000.

The *Contractor* may appoint additional people (assistant construction supervisor) to assist the construction supervisor to perform certain of his functions, but this does not relieve the construction supervisor of his or her responsibilities under the regulations. If the *Contractor* has not appointed additional people to assist the construction supervisor, and an inspector determines that the construction supervisor needs assistance, he can instruct the *Contractor* to do so, at no additional cost to the *Employer*.

No work may be performed, by the *Contractor*, unless in the presence of the *Contractor's* construction supervisor or assistant construction supervisor.

The *Contractor's* construction supervisor and assistant construction supervisor shall be fully conversant with the contents of the *Contractor's* health and safety plan including the following and shall stop any or all work which is not in line with these provisions:

- Risk assessments,
- Method statements, and
- Fall protection plan.

4.22.4 Hours of work

All work will be performed during normal working hours, i.e. Monday to Thursday from 07h30 to 16h35, with a lunch break of 35 minutes, and Fridays from 07h30 to 13h30, with no lunch break. Additional hours may be required if emergencies occur (such as veld fires, etc.). This requirement should be catered for. It will be the responsibility of the *Contractor* to ensure that his employees are on time for work.

4.22.5 Emergency mustering, accountability and evacuation

Due to the nature of the Site, the *Contractor* is required to have full accountability of personnel at all times. It is therefore required that the *Contractor* has and maintains a current status and accountability list of all his personnel on the Site. The accountability list is handed to the *Employer's Representative* each time a change occurs.

The *Contractor* ensures that his Site representative takes full responsibility of this requirement and that he and his personnel are fully conversant with the mustering requirements as detailed in the *Employer's* procedure KAA-611.

4.23 Cooperating with and obtaining acceptance of Others

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.

Each Party is responsible for all dealings with government and local authorities relating to its role in terms of the *conditions of the contract* and obtains and maintains at its own expense such permits, licences, and authorisations as may be required in this regard.

Requirements for liaison with Others may be required in the following instances:

- Tests and inspections that are to be done by third-party agents on behalf of the *Employer*;
- Licence, permit, or authorising agents to meet statutory requirements for delivering the *works* to the *Employer*.

4.24 Control of noise, dust, water and waste

The *Contractor* executes the *works* in a manner that ensures dust and noise control measures and shall dispose waste safely.

4.25 Requirements for the programme

The *Contractor* is required to submit a detailed programme within 1 (one) week of the *starting date* to the *Employer's Representative* for acceptance. The programme shall indicate start and finish duration's of all activities with milestones, deadlines and the *Contractor's* plan of execution. The activities are viewed as an entire project and activities can be planned in parallel with each other.

The *Employer* requires the following activities to be included in the *Contractor's* programme:

- 4 weeks for the enrollment and completion of the FFD authorization of the *Contractors* staff, see FFD Enrolment Map for clarity on the timelines,
- 3 weeks for review and approval of the H&S file by the *Employer's Representative*,
- 1 week for the review and acceptance of the facility maintenance manual and maintenance basis by the *Employer's Representative*,
- 1 week for commissioning and testing,
- 48 hours' notice for all inspections to be performed by the *Employer's Representative*.
- the *starting date*, access dates and Completion Date,
- planned Completion,
- The order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,

- the order and timing of the activities of the *Employer* and Others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Works Information, the dates when the *Contractor* plans to meet key dates and to complete other activities needed to allow the *Employer* and Others to do their activities, provisions for public holidays, float, time risk allowances, health and safety requirements and the procedures set out in this contract, the dates when, in order to Provide the Works in accordance with his programme, the *Contractor* will need:
 - access to a part of the Site if later than its *access date*,
 - acceptances,
 - Plant and Materials and other things to be provided by the *Employer* and
 - information from Others, for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use.

The programme should be submitted on latest Primavera. The programme shall indicate the following:

- Name of the activity;
- Start date and end date;
- Duration;
- Predecessors; and
- Allocated resources
- Key dates are as follows:
- Submission of an acceptable Programme to the *Employer's* representative for his acceptance – two weeks after *starting date*.
- Appointment of key persons 1 week after start date.
- FFD complete 4 weeks after *starting date*.
- Site establishment: 6 weeks after *starting date*.
- Start of Construction: 26 October 2021

The programme must be revised immediately when any changes occurs and be submitted to the *Employer*. If the *Contractor* has to allow for extended working hours including working during weekends to meet the project end date these hours will not be considered as Compensation Events.

4.26 Services and other things provided by the *Employer*

Item	Date by which it will be provided
Electricity point within 100 m	On Site establishment
Hot Work Permits	As required
Area for site establishment as agreed by the Site Establishment Plan.	As required

C4: Site Information

1. Topographical

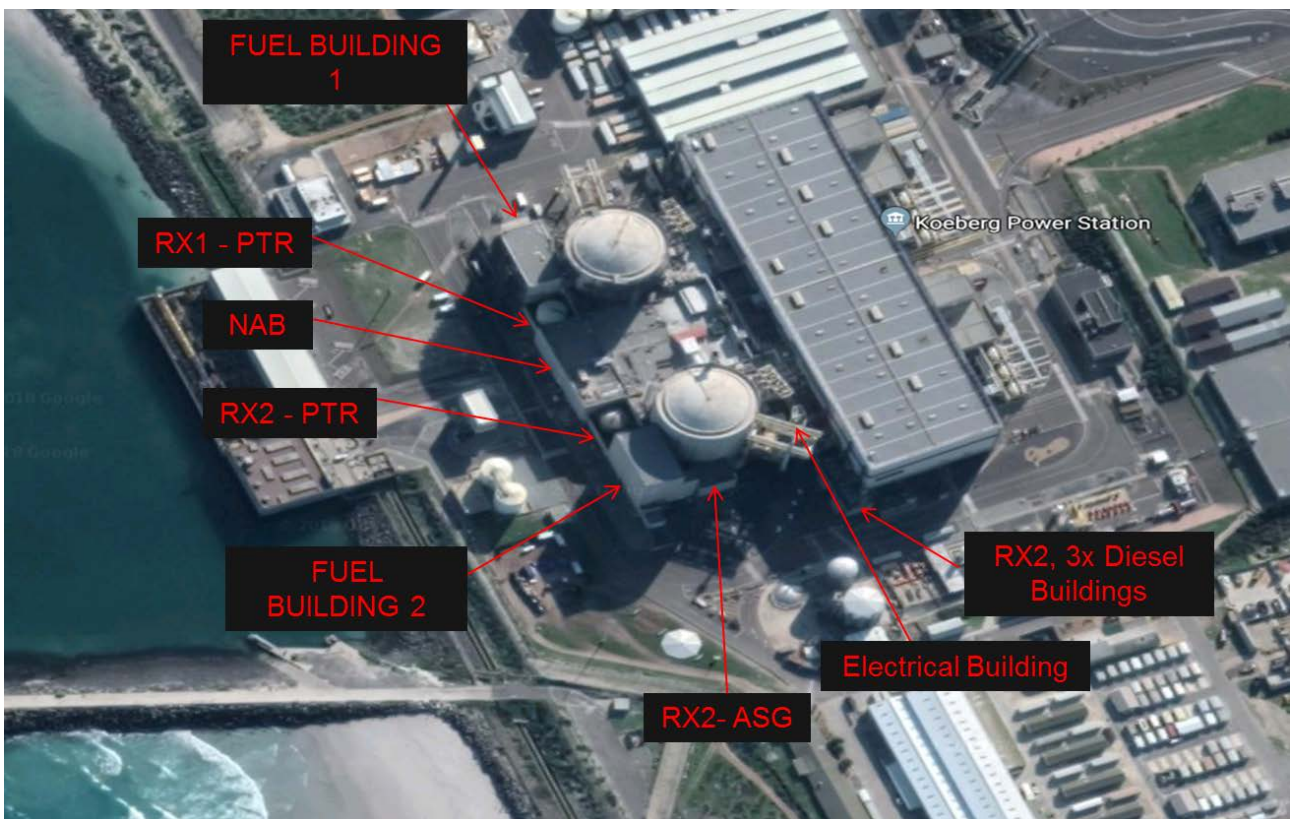
1.1. Location of the Site

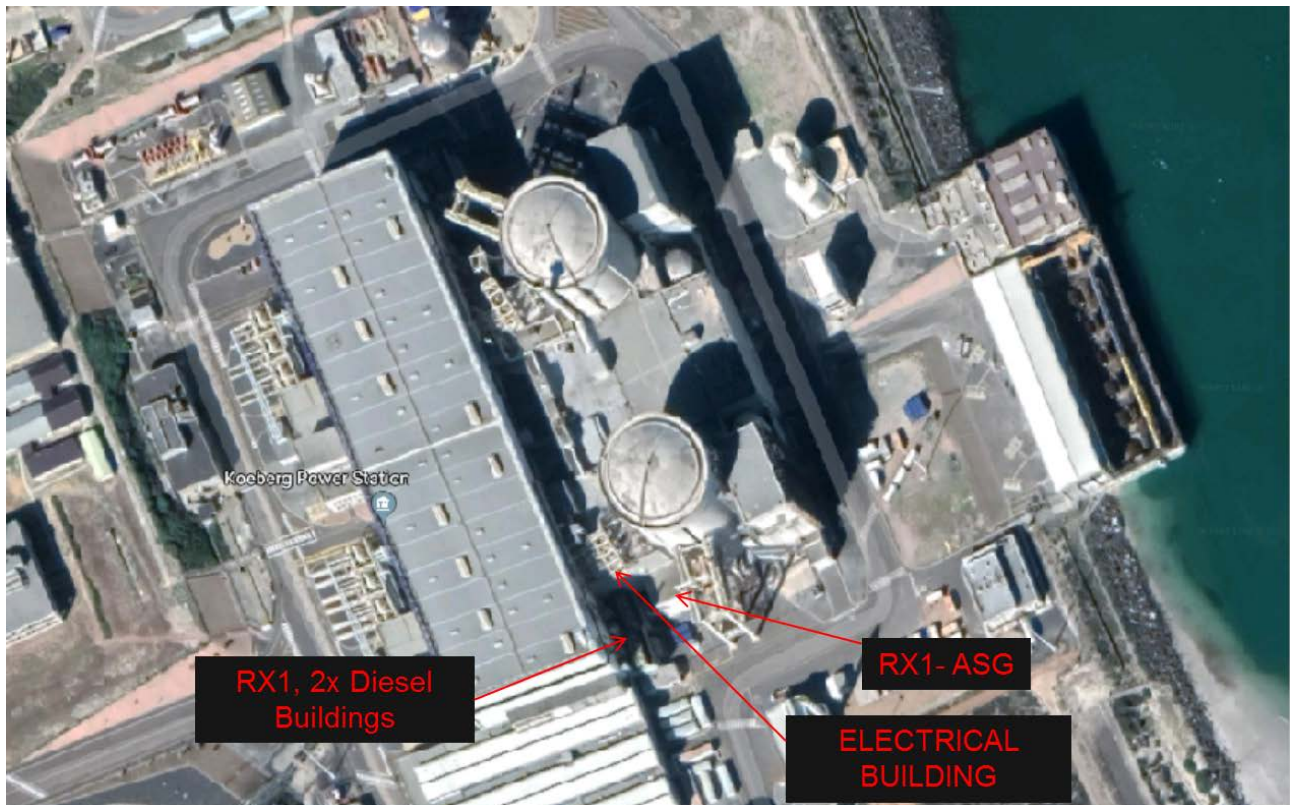
The site is located at Koeberg Operating Unit (KOU) north of Melkbosstrand in the South Western Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to KOU is indicated on the R27. KOU is approximately 30km north of Cape Town and the approximate co-ordinates are 33° 40.7'S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

Prior to access to site, there are two 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 and 2.

1.2. Existing buildings, structures, and plant & machinery on the Site







1.3. Hidden services

The contractor shall take all the necessary precautions to protect existing plant equipment and infrastructure in the vicinity of the work site. The contractor shall be responsible for any damage caused to existing plant equipment and infrastructure which may occur during execution of the works. All damages shall be brought to Eskom's attention prior to the implementation of any repairs.