



NEC3 Term Service Contract (TSC3)

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

and [Insert at award stage]
(Reg No. _____)

**FOR PROVISION OF REACTOR PRESSURE VESSEL (RPV)
AUTOMATED ULTRASONIC (UT) AND VISUAL
INSPECTION (VT) SERVICES AT NUCLEAR OPERATING
UNIT**

Contents:

Page no

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

CONTRACT No. [Insert at award stage]



2025-11-20
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PART C1: AGREEMENTS & CONTRACT DATA

Contents:**Page no**

C1.1 Form of Offer and Acceptance

C1.2a Contract Data provided by the *Employer*

C1.2b Contract Data provided by the *Contractor*

C1.1 Form of Offer & Acceptance

Offer

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

Provision of Reactor Pressure Vessel (RPV) automated ultrasonic (UT) and visual inspection (VT) services at Nuclear Operating Unit

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

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

Options A	The offered total of the Prices exclusive of VAT is	As per total of Task Orders
	Sub total	As per total of Task Orders
	Value Added Tax @ 15% is	As per total of Task Orders
	The offered total of the amount due inclusive of VAT is ¹	As per total of Task Orders
	(in words) As per total of Task Orders	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

INCOTERM 2010
Delivery Duty paid (DDP)

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Mr S. Touffie

Capacity

**Senior Manager
Koeberg Nuclear Power Station**

**for the
Employer**

**Eskom Holdings SOC Ltd
Nuclear Operating Unit
R27 Off West Coast Road
Melkbosstrand
South Africa
7441**

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details

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

Capacity

On behalf
of*(Insert name and address of organisation)*Name &
signature
of witness

Date

Mr S. Touffie

Senior Manager
Koeberg Nuclear Power Station
 Eskom Holdings SOC Ltd
 Nuclear Operating Unit
 R27 Off West Coast Road
 Melkbosstrand
 South Africa
 7441

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
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	The <i>Service Manager</i> is (name):	Mr Julian Pietersen
	Address	Nuclear Operating Unit R27 Off West Coast Road Melkbosstrand
	Tel	+27 21 550 5150
	Fax	+27 21 550 5115
	e-mail	PieterJB@eskom.co.za
11.2(2)	The Affected Property is	Nuclear Operating Unit

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(13)	The <i>service</i> is	Provision of Reactor Pressure Vessel (RPV) automated ultrasonic (UT) and visual inspection (VT) services at Nuclear Operating Unit
11.2(14)	The following matters will be included in the Risk Register	Minutes of early warning meetings and all deviations from the Scope of Work <ul style="list-style-type: none"> - Early Warnings - Minutes of early warning meetings - Decisions resulting from risk reduction meetings. - <i>Service Manager's</i> Instruction - Notifications of Compensation Event - Significant delays experienced - Major anomalies noted
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	One (1) week
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks after the acceptance of every Task Order
3	Time	
30.1	The <i>starting date</i> is.	1 February 2025
30.1	The <i>service period</i> is	Three (3) Years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	From the 25th day of each month to the 24th of the successive month.
51.1	The <i>currency of this contract</i> is the	EUR
51.2	The <i>period within which payments are made is</i>	Four (4) weeks
51.4	The <i>interest rate</i> is	The LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted

		<p>under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	<p>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</p>
7	Use of Equipment Plant and Materials	<p>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</p>
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 1. Delay to the start of an outage 2. Non-compliance to Licensing and Statutory requirements
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>The Employer shall arrange and maintain at its expense, Nuclear Liability Insurance policy and a Nuclear Property Damage Insurance policy which shall provide insurance cover to the Contractor and its Sub-contractors, agents or representatives and the personnel of any of them as an insured party in accordance with the National Nuclear Regulatory Act , 47 of 1999. Such insurance shall not be affected by Completion or termination of this Contract and shall apply regardless of negligence of whatsoever degree on the part of the aforesaid Contractor, Sub-contractor, agents or representatives and the personnel of any of them.</p> <p>The Employer waives their rights to recourse against the Contractor and its insurers for any nuclear damage including in respect of the amount of the deductible where applicable.</p> <p>The Employer shall arrange and maintain with the Contractor and its Sub- contractor's as an insured party a Nuclear Liability Insurance policy.</p> <p>The Employer furthermore agrees to hold harmless and indemnify the Contractor, its Sub-contractors, agents or representatives and the</p>

		personnel of any of them, and shall cause its insurers to waive any right of subrogation or action against any liability, loss, damage or injury caused by a nuclear accident, subject to the provisions of the National Nuclear Regulatory Act 47 of 1999, except to the extent that such liability, loss, damage or injury arises from the wilful misconduct of the Contractor and its employees.
83.1	The <i>Employer</i> provides these additional insurances	Same as clause above
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<p>Loss of or damage to the Employer's Nuclear Property for the replacement cost , including cost of de-commissioning in the event of a Nuclear "peril" loss is "Nil"</p> <p>Loss of or damage to the Employers Property in the event of a Non-Nuclear incident is R25 Million per event and without limit to the number of events.</p>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	R25 (twenty five) million in respect of the Employer's Generation Asset Property Damage Insurance policy, per claim / loss and without limit to the number of claims / losses.
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
83.1	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 <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	The <i>Employer</i> is to inform the <i>Contractor</i> of the required personnel and of the detailed inspection schedule at least 12 weeks prior to the start of the services for each outage and or at least two (2)) weeks before the start to non-

outage services.**11 Data for Option W1**

W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	All prices will remain fixed for the first 12 months of the contract period; thereafter the prices will be subject to one annual adjustment as per clause X1.1
X1.1	The base date for indices is	A month before the tender closes

The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to Index for	Index prepared by
Fixed portion	15%	Non-adjustable	
Variable portion	85%	TBA	TBA
	100%		

X2	Changes in the law			
X2.1	A change in the law of the country in which the Affected Property is located is a compensation event if it occurs after the Contract Date. The <i>Service Manager</i> may notify the <i>Contractor</i> of a compensation event for a change in the law and instruct him to submit quotations. If the effect of a compensation event which is a change in the law is to reduce the total Defined Cost, the Prices are reduced.			
X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]		
		[•]		
		[•]		
		[•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. (select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)		
X17	Low service damages		If a part of the <i>service</i> does not meet the service level stated in the <i>service level table</i> , the <i>Contractor</i> pays the amount of low service damages stated in the <i>service level table</i> .	
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	R25 (twenty-five) million in respect of the deductibles as described in the <i>Employer's</i> Generation Asset Property Damage Insurance Policy In respect of a Nuclear Peril incident, the Deductible is "Nil"		
X18.4	The <i>Contractor's</i> total liability to the	the total of the Prices other than for the		

Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

additional excluded matters.

The *Contractor's* total liability for the additional excluded matters is not limited.

The additional excluded matters are amounts for which the *Contractor* is liable under this contract for

- Defects due to his design, plan and specification,
- Defects due to manufacture and fabrication outside the Affected Property,
- loss of or damage to property (other than the *Employer's* property, Plant and Materials),
- death of or injury to a person and
- infringement of an intellectual property right.

X18.5	The <i>end of liability date</i> is	Five (5) year after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Fourteen days (14) of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary	

supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertaking's in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
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.
- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document

Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the 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*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z14.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z14.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z14.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z14.5	The <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z14.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z14.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience:

CV's (and further key person's data including CVs) are in .

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

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	Page no
C2.1	Pricing assumptions: Option A	20
C2.2	The <i>price list</i>	22 to 25

C2.1: Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Table 1: Pricing items for standard scope

Item	Description	UMC	QTY	Unit rate	Total
1	HQ equipment preparation	Each	1		
2	Mobilization	Each	1		
3	FFD	Each	1		
4	Transport of equipment to Koeberg	At cost	1		
5	On-site equipment setup	Each	1		
6	UT Inspections -	Each	1		
7	VT 1 Inspections	Each	1		
8	VT 3 Inspections	Each	1		
9	Removal of equipment	Each	1		
10	Transport of equipment from Koeberg	At cost	1		
11	Demobilization	Each	1		

Table 2: Pricing for optional scope

Item	Description	UMC	QTY	Unit rate	Total
1		Each	1		
2		Each	1		
3		Each	1		
4		Each	1		
5		Each	1		
6		Each	1		
7		Each	1		

Table 3: Additional costs

Item	Description	UMC	QTY	Unit rate	Total
1	Per diem (accommodation, car)	Days			
2	Air ticket	Each	1		

INCOTERM 2010

Delivery Duty paid (DDP)

Notes applicable to the above items in Table 3 and is in terms of the following:

- Government gazette
- Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Government Gazette (Ref: 240-122002206 latest revision)

General notes:

1. No quantities or amounts of work are guaranteed.
2. No upfront payments will be allowed for services.
3. All work under the contract will be carried out by Task Instruction, as and when the *Employer* requires it, in its sole discretion
4. Prices and rates are exclusive of VAT.
5. The Contractor shall at its own expense comply 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 Contractors transgression of the Act.
6. Rates and prices are to remain fixed for the first 12 months of the contract period. Thereafter, 10% of the applicable rate will remain fixed for the duration of the contract and 90% of the applicable rate will be subject to an annual adjustment as per Secondary Clause X1. No other price adjustments shall be allowed under the contract.
7. Contractor may be requested to work day shift or night shift or both if required.
8. Rates are to be inclusive of all costs to provide the service as defined in the Scope of Work, including but not limited to:
 - Personal protective equipment (PPE), such as overalls, shoes, hard hats, etc.
 - Safety file
 - External medical
 - External training E.g.; working at heights, online training not done at FFD centre
9. Per Diem includes the following: Accommodation, car hire, etc. must be in line with National Treasury cost containment:
10. The Contractor arranges all shipments (Incoterms – DDP, Eskom receive the right to negotiate different Incoterm during the negotiations) of Plant and Materials and Equipment to the Affected Property and consigns all such shipments to himself as a consignee at the project shipping address freight fully paid. The Contractor makes demurrage agreements and settlements with the carriers for his shipments

PART 3: SCOPE OF WORK

Document reference	Title	Page no
C3.1	<i>Employer's Service Information</i>	27

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

1.1 Executive overview

The Employer requires the services of a Contractor to provide Ultrasonic (UT) and Visual (VT) In-service inspection services of the Reactor Pressure Vessel (RPV) at Nuclear Operating Unit. The inspections shall be performed according to the general requirements of ASME XI 2007 with 2008 Addenda for the 4th Interval (227) and ASME XI 2021 edition for the 5th Interval (129).

The services are required for outages 227 and 129 at Nuclear Operating Unit, the planning of which are in accordance with the Employer's 10 year Production Plan revision 75.

The production plan is subject to revision from time to time but the required services are based on the current plan Revision 75. Note that outage 227 start date has been moved to 20 April 2026 to 28 August 2026 and a new revision has not been issued to date.

The services shall be communicated via the Task Instructions timeously.

The actual inspection windows during the outages shall be communicated via the Task Instruction for each outage.

1.2 Employer's requirements for the service

1.2.1 Scope of work

Fully automated ASME Section XI RPV internal inspections from ISIPRM Module E-B-RPV, E-RA, and Augmented Module AUG-06:

- Volumetric;(Automated ultrasonic method):
 - RPV Shell and Bottom Head Circumferential Welds
 - RPV Shell-to-Flange Weld
 - RPV Nozzle-to-Vessel Welds
 - RPV Nozzle-to-Safe End Butt Welds
 - Beltline Repair Welds (applicable to Unit 2 only)
 - Full core beltline underclad region (examination is for planar flaws parallel to the RPV axis)
 - Note:** No RPV nozzle underclad inspections are required
 - Safe end-to-pipe welds and safe end-to-elbow welds. (Applicable to Unit 2 only: see Appendix 1 for scope details).

- Visual:

VT3 inspections:

- All RPV interior surfaces including:
 - Core support pads, support pad welds and surrounding areas
 - Mating surfaces of the upper and lower core support structure attachments to vessel (the M lower supports and vessel flange keyways)
 - All instrument penetrations and their welds

- Core beltline and nozzle regions
- Flange keyways and flange areas between the keyways
- Nozzle internal surfaces, from 100 mm beyond the nozzle to safe-end weld, to and including the nozzle radius.

VT1 Inspections:

- On all RPV nozzle inner radii (as per Code Case N-648-2).

The services provided must include all support work, which must include the following as a minimum:

- Certification and qualification of procedures, personnel and equipment in accordance with ASME XI
- Equipment preparation and shipment
- Submission of procedures and intervention files before the start of the intervention.

Eskom, or its representative, may perform surveillance of the preparation work and onsite inspections. This could include visit to the Contractor premises, review of documentation and technical meetings with the Contractor.

Daily meetings are to be planned at Koeberg Nuclear Power Station for the duration of the inspection interventions.

All the required inspections must be completed in the least amount of time. The Contractor must specify in their submission the total time required for installation of equipment, the execution of all required inspections, and removal of equipment.

The Contractor shall make provision for adequate coverage for the preparation, execution and evaluation of the inspection scope.

Where work is scheduled on the critical path of the outage, 24 hours per day, and 7 days per week shift cover will be required

1.2.2 Requirements for inspections:

The inspection qualification must be provided to show evidence that the NDT system is capable of achieving the defined inspection objectives when applied on Koeberg specific components.

All inspection procedures and Koeberg specific qualification evidence must be submitted to Eskom for review and approval before implementation.

1.3 Design and supply of Equipment

Equipment Requirements

The inspection equipment that will be used must represent the latest technology available, must be reliable and produce results that are comparable with previous results.

All equipment and tools needed to perform the activities will be timeously transported to and removed from site. Reserve equipment, tooling, spare parts and material must be available on site or be made available within a very short time frame in case of equipment breakdowns. The Contractor may not cause work delays resulting in schedule changes due to his equipment or personnel.

All contaminated equipment brought on site shall comply with the requirements of IAEA TS-R-1: "Regulation for the safe transport of radioactive materials".

All contaminated equipment transported on or leaving Koeberg site shall comply with the requirements of KAA-634: "Responsibilities for the radioactive material control programme."

The Contractor shall evaluate in detail his needs for the onsite work to be supplied by the Employer, such as hoisting, scaffolding, shielding, tenting, fluid supplies, HVAC connection, storage and lay down areas, etc. The Contractor is responsible for the equipment provided to him by the Employer.

The Contractor shall indicate to Eskom any other support services required from the Employer in his offer.

Note: The Contractor arranges all shipments (Incoterms – DDP, Eskom receive the right to negotiate different Incoterm during the negotiations) of Plant and Materials and Equipment to the Affected Property and consigns all such shipments to himself as a consignee at the project shipping address freight fully paid. The Contractor makes demurrage agreements and settlements with the carriers for his shipments

1.4 Interpretation and terminology

The following abbreviations and/or terminology are used in this Scope:

Item	Description
ISI	In-Service Inspection
RPV	Reactor Pressure Vessel
NDT	Non Destructive Testing
UT	Ultrasonic Testing
VT	Visual Testing
PIT	Plant Induction Training
ALARA	As-Low-As-Reasonably-Achievable
KNPS	Koeberg Nuclear Power Station
ACP	Access Control Point
PEB	Public Exclusion Barrier
RPC	Radiation Protection Certificate
PTW	Permit to Work
RP	Radiation Protection
SAP	Systems Application Process
SA	South African

Item	Description
PC	Personal computer(s)
SHE	Safety, Health and Environmental
PPE	Personal Protective Equipment
VAT	Value Added Tax
ISIPRM	In Service Inspection Programme Requirements Manual

2. Management strategy and start up

2.1 The *Contractor's* plan for the service

The Contractor shall provide an inspection schedule/plan to ensure adequate coverage of preparation, execution and evaluation of the inspection scope.

Activity	Period	Venue
Outage - 227	20 April 2026 to 28 August 2026	Nuclear operating unit
Outage - 129	22 May 2028 to 21 July 2028	Nuclear operating unit

Notes:

1. Outage 227 start date has been moved to 20 April 2026 to 28 August 2026 and a new revision of the Koeberg 10 year production plan has not been issued to date.
2. Eskom shall inform suppliers of all future amendments made to the current KOU 10 year plan timeously.
3. The above outage durations is for planning purposes only and does not necessarily reflect the total duration the *Contractor* is required to spend on site.
4. The actual start and finish dates shall be stipulated on the Task Instructions issued 3 months before the outage start dates.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly – as required	NOU	<i>Employer, Contractor</i>
Overall contract Progress and feedback	During outages – daily/as required	NOU	<i>Employer, Contractor</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of

the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

2.3 Contractor's management, supervision and key people

The contractor personnel shall fall under the direct supervision of the Employer's relevant section that is responsible for the execution of these inspections.

2.4 Documentation control

Procedures and technique sheets are compiled by the *Contractor* and submitted to the *Employer* for review.

Intervention documentation and inspection reports are compiled by the *Contractor*.

All documentation compiled for the *services* are handed to the *Employer* in hard copy and electronic media and is in Microsoft format (i.e. Word, Excel, MS Project, etc.). Documentation in electronic media is not considered master documents.

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

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to be submitted directly to the Eskom e-mail address invoiceseskomlocal@eskom.co.za and include on each invoice the following information:

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

Reference to Contract and/or Task instruction number

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

A copy of the Assessment Certificate/Signed Task instruction

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

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

- The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and

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

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

2.6 Management of work done by Task Order

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

2.7 Contract change management

Should there be any changes to the scope the *Employer* shall inform the *Contractor* in writing

2.8 Training workshops and technology transfer

2.8.1 Generic training

All staff are to be adequately trained for the execution of the task.
All training shall be completed prior to the start of the services.

2.8.2 Competency levels

1 Generic training

All staff are to be adequately trained for the execution of the task.
All training shall be completed prior to the start of the services.

2. Competency levels

FFD

- Security Screening Enrolment, Drug test and Criminal Check
(Please note Criminal check takes few days and only once you pass Criminal Check can the following training be booked)
- Medical examination (to be performed externally and medical results presented to Koeberg Medical Centre)
- Working at Heights to be performed externally and results presented to FFD centre

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

- Material Handling (Online) assessment at Koeberg
- Plant Induction Training (Online) assessment at Koeberg
- Foreign Material Exclusion training (FME) Online assessment at Koeberg
- Human performance training (HP) Online assessment at Koeberg
- Radiation worker training or Requalification on Site
- Safety Induction Course (On site prior to start of work)

Notes:

1. *Plant induction training (PIT) is Koeberg specific and shall be for Eskom's account (4hrs training and 2 hrs for assessment).*

2. *Meeting FFD requirements is entirely the responsibility of the [Contractor/Consultant] and all activities described in procedure 335-68 paragraph 5.1 are performed offsite at the cost of the [Contractor/Consultant] before his/her employees will be registered on the FFD system.*
3. *Previous training records will be reviewed to determine training requirements. The Contractor's representative will arrange for all required training.*

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

Information and other things

Inspection Report provided to the *Employer* before filling of the reactor primary system for reload.

This summary report contains:

- the final scope of inspections;
- the reports and follow up of the activities duly completed;
- the results of the inspections;
- the characteristics of possible indications (dimensions, position, orientation, and drawings) and comparison with previous results;
- if possible, the data in order to confirm the origin and the type of the possible defects (e.g. construction, corrosion, etc.);

The *Contractor* provides a final inspection report to the *Employer* at Completion but not later than 14 days after Completion of the scope for outages

This final report contains:

- the final scope of inspections;
- the description of the inspection conditions
- the description of the possible deviations to the *Contractor's* internal procedures and the *Employer's* specification, with the justification of their acceptability;
- the complete results of the inspections;
- the detailed description of the possible indications including their interpretation with regard to the Code and KNPS's requirements, comparison with the previous results and drawings that clearly show the positions and orientations of all data (requested by the *Employer*) related to the results of the inspection or necessary to obtain approval from the Authorities.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure A, B, C1 and C2 to this Service Information.

3.2 Environmental constraints and management

All consumables shall be discarded in accordance with the *Employer's* procedures and processes.

3.3 Quality assurance requirements

- The *services* is classified Q2/L2 and thus the *Contractor* complies with the requirements of 238-103 Latest revision - Quality requirements for the procurement of assets, goods and services



The on-site work is subjected to a Quality Assurance program. A Quality Plan specific for each outage is established and submitted to the Employer for acceptance before commencement of any on site work.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed:

Certification/Qualification of Personnel:

The Contractor shall supply NDT personnel who are at least certified as Level II and Level III in UT and VT

Authorisation of personnel shall be issued in accordance with KAR-020: "Authorisation of Inspection and Test Personnel and its Sub-Contractors."

4.2 Skills development and localization

This contract will encourage the successful tenderer to procure as much of their material, product and services locally, even if they are not on the list of designated products, by invoking Section 9.3 of the PPPFA Regulations which states:

Section "9. (3) Where a product/ components /sector is not designated, an organ of state may include, as a specific tendering condition that, only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

5 Working on the Affected Property

5.1 Employer's Affected Property access control

5.1.1 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 Contractor shall appoint a FFD "controller" to facilitate all their personnel training requirements for entry to site.

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.

5.1.2 FFD requirements before registration take 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)

5.1.3 Fraudulent Documents

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

5.1.4 False Declarations

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

5.1.5 Medical examinations

Medical examinations are done by the Employer approved external medical practitioners.

These are:

Occupational Health Practice	Contact Person	Telephone	e-mail address
Life Occupational Health	Magda van Zyl	021 591 7050	Magda.VanZyl@lifehealthcare.co.za
Incon	Benita Du Preez	021 975 2694 ext. 2001	benita@incon.co.za
OCSA	Sibusiso Ngubane	021 981 0141	sibusison@ocsa.co.za

Occupational Health Practice	Contact Person	Telephone	e-mail address
EOH	Pam Kinnock	021 252 7750	Pam.Pinnock@eoh.co.za
Fair Care Health	Colleen Paul	021 552 1377 I	hmalaka@msn.com

The Contractor is responsible for the cost of the medical examination.

5.1.6 Exit procedure

The *Contractor* and the *Employer's Agent* ensure that permit holders that no longer require access to the Affected Property 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.

A copy of the exit form (barcoded) needs to be sent to the relevant Service Manager upon exit. Failure to do so may will result in the individual being "blacklisted" as part of the Security protocol.

5.1.7 Security check points

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

5.1.8 Access to Radiological Areas "Controlled Zones" and Reactor Building (where applicable)

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

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

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

5.1.9 Prohibited/unauthorised items on site

In terms of the National Key Point Act 102 of 1980, Nuclear 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 Course (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.

5.1.10 Location of the site

The site is located at Koeberg Nuclear Power Station (KNPS) 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 KNPS is indicated on the R27. KNPS 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 KNPS.

5.1.11 Employer's site entry and security control, permits, and site regulations

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 Duynfontein.

Security access is through Access Control Points (ACP) 1 and 2.

6.0 People restrictions, hours of work, conduct and records

The *Contractor* only carries out work under this Contract, taking due cognisance of the following constraints and as directed by the *Employer's Agent*.

6.1 General:

- No work is done unless there is a specific permit to work (PTW) for the job.
- The inspections shall be performed on a 24-hour shift regime and the Employer shall determine the staff compliment per shift.
- The *services* are carried out observing the *Employer's "Eskom Level 1 Construction Safety, Health and Environment Procedure – reference 32-136(0)"*
- The *services* are subject to inspections by the *Employer*,
- The *Contractor's* work is governed by the *Employer's* work control process.
- The *Contractor* (specifically, the on-site supervisor) is issued with the work package describing the work to be performed and on which equipment the work is performed.
- The *Employer's Agent* records all "As Found Conditions", "Corrective Actions", "Measuring & Testing Equipment", "Craftsman" and signs the work package, once it is acceptable. The above information serves as history for the *Employer* when referring to the *services*.
- The *Contractor* complies with all relevant labour legislation and applies to the Ministerial Determination for working hours and obtains approval prior to the *starting date* of each Task.

- The *Contractor* submits these approvals to the *Employer's* Agent prior to *starting date* of each Task.
- Work may only start when the *Contractor* has signed the relevant PTW and all safety precautions are in place.

6.2 Emergency Mustering and Accountability and Evacuation

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

6.3 Personnel

All personnel are in possession of a valid identification document or passport. All personnel are cleared to work at the site by the South African authorities, prior to being cleared as a temporary worker. The *Contractor* allows 14 days for clearance. Until clearance is obtained the personnel is allowed on site as a visitor, meaning that the visitor is in constant eye contact with one of the security cleared *Contractor* personnel. Security clearance or refusal thereof does not constitute a compensation event.

All personnel access and leave the site via the security-controlled access point, where all are subjected to security screening procedures.

6.4 Vehicles and Tools/equipment

All equipment and tools are subject to a security screening before they are allowed on the site. All equipment and tools are listed and specified before they are brought on site. This list serves as evidence for removal permits. Vehicles are only allowed on site, if justified to the *Employer* that such a vehicle is necessary to provide the Services.

7 Health and safety facilities on the Affected Property

The Employer provides a Medical Centre on the Site. All incidents will be reported to the Employer for referral.

8 Cooperating with and obtaining acceptance of Others

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

9.0 Site services and facilities

9.1.1 Provided by the *Employer*

- The Contractor shall indicate the support services required from the Employer in his offer.
- The Contractor is responsible for the equipment provided to him by the Employer.
- All expenses incurred by the Employer in the event of the Employer having to perform repairs, at a fee that is in line with the current building tariffs, are for the Contractor's account.

9.1.1.1 Canteen and snack bar

- The canteen and snack bar is available on site, cash only basis

9.1.1.2 Telephones

- No cellular or mobile phones are allowed on site.

9.1.2 Provided by the Contractor.

- The Contractor shall supply the necessary inspection equipment and procedures to conduct the inspections in accordance with the requirements stated
- The Contractor supplies temporary restroom or office space facilities at his own expense
- The Contractor shall supply his staff with the necessary PPE i.e. hard hats, safety shoes, eye protection and hearing protection.
- The Contractor shall ensure that the PPE he supplies meet the required SABS standards or equivalent.

10.0 Tests and inspections

Description of tests and inspections

Provide Reactor Pressure Vessel (RPV) VT and UT services at Koeberg Power Station during outage 227 and 129. These inspections shall be performed according to the general requirements of ASME XI applicable edition. (ASME XI 2007 with 2008 Addenda for the 4th Interval (227) and ASME XI 2021 edition for the 5th Interval (129).

11.0 List of drawings

Drawings issued by the *Employer*

Detailed design drawings can be made available on site if required.