



NEC3 Term Service Contract (TSC3)

Between	ESKOM HOLDINGS SOC LIMITED (Reg No. 2002/015527/06)	
and		
for	The provision of contract management <i>services</i> in order to provide support to the execution of the nuclear project programmes	
Contents:		No of pages
Part C1	Agreements & Contract Data	
Part C2	Pricing Data	
Part C3	Scope of Work	
CONTRACT No.		

**Part 1 Agreements & Contract Data**

<b>Contents:</b>		<b>No of pages</b>
<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	
<b>C1.2a</b>	<b>Contract Data provided by the <i>Employer</i></b>	
<b>C1.2b</b>	<b>Contract Data provided by the Contractor</b>	
<b>C1.3</b>	<b>Proforma Guarantees</b>	

## C1.1 Form of Offer &amp; Acceptance

**Offer**

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

**The provision of contract management services in order to provide support to the execution of the nuclear project programmes**

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

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

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

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

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

Signature(s)				
Name(s)				
Capacity				
Address				
Name & signature of witness			Date:	
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 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 original copy of this document, including the Schedule of Deviations (if any).

<b>For the Employer</b>			
Signature(s)			
Name(s)			
Capacity			
Address	Eskom Holdings SOC Ltd, Koeberg Nuclear Power Station R27 off West Coast Road, Melkbosstrand, Republic of 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.

C1.2 Contract Data (*Employer*)**Part one - Data provided by the *Employer***

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional <i>conditions of contract</i></b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name)	<b>Eskom Holdings SOC Limited (Reg No: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>

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

	Represented by	Mr F Ellis
10.1	The <i>Service Manager</i> is (name)	<u>V Maharaj</u> ?????
	Address	Koeberg Nuclear Power Station R27 Trunk Road, Kernkrag Melkbosstrand 7441
	Tel	+27 21 522 <u>5691</u> ????
11.2(2)	The <i>Affected Property</i> is	Koeberg Operating Unit and areas specifically affected by the <i>services</i>
11.2(13)	The <i>service</i> is	The provision of contract management <i>services</i> in order to provide support to the execution of the nuclear project programmes
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Matters notified as early warnings; and</li> <li>• Decisions resulting from risk reduction meetings.</li> </ul>
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	<ul style="list-style-type: none"> <li>• 1 week during non-outage periods</li> <li>• 1 day during outage period and</li> <li>• Periods for review as stated in the Service Information.</li> </ul>
2	The <i>Contractor's</i> main responsibilities	Data required in this section of core clauses is also provided by the <i>Contractor</i> 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	N/A	
<b>3</b>	<b>Time</b>		
30.1	The <i>starting date</i> is.	<b>01 November - March 2021</b>	
30.1	The <i>service period</i> is	<b>3 (three) years 6 months</b>	
<b>4</b>	<b>Testing and defects</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	monthly, between the 24th and 25th day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which payments are made is	4 (four) weeks after receipt of a valid invoice.	
51.4	The <i>interest rate</i> is	zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (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 Rand.	
52.1	The <i>expenses</i> stated by the <i>Employer</i> for Compensation Events are	Item	Amount
		Accommodation	Domestic hotel accommodation may not exceed one thousand four hundred rand (R1 400), inclusive of VAT, per night per person (including dinner, breakfast and parking).



		<b>Flights</b>	<b>Local flights –travel on economy class</b> <b>International flights –travel on economy class</b> <b>No business or first class travel is allowed</b> <b>At cost</b>
		<b>Car Hire</b>	<b>Group B or an equivalent class. Group B vehicles contain the following specifications:</b> <ul style="list-style-type: none"> <li>• 5 Doors, manual</li> <li>• Air conditioning</li> <li>• Radio / CD</li> <li>• Power steering</li> <li>• Airbags, central locking</li> <li>• ABS</li> </ul>
		<b>Airport parking charges, toll fees and taxis</b>	<b>at cost</b>
		<b>The above is in terms of :</b> <ul style="list-style-type: none"> <li>• Government Gazette No.37042 dated 15 November 2013,</li> <li>• Treasury Regulations (published under Government Notice R225 of 15 March 2005, as amended)</li> <li>• Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Government Gazette (Ref : 240-78635659)</li> </ul>	
<b>6</b>	<b>Compensation events</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>	
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics</b>	

		used in this section are identified elsewhere in this Contract Data																											
8	Risks and insurance																												
80.1	These are additional <i>Employer's</i> risks	<u>None</u>																											
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<table><tr><th colspan="2">Insurance Table</th></tr><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>As per the insurance policy document.</td></tr><tr><td>Project insurance</td><td>As per the insurance policy document.</td></tr><tr><td>Nuclear Public Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Nuclear Material Damage and Business Interruption</td><td>As per the insurance policy document.</td></tr><tr><td>Nuclear Material Damage Terrorism</td><td>As per the insurance policy document.</td></tr><tr><td>General and Public Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Environmental Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Transportation (Marine)</td><td>As per the insurance policy document.</td></tr><tr><td>Marine Small Craft Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>As per the insurance policy document.</td></tr><tr><td>Cyber Liability</td><td>As per the insurance policy document.</td></tr></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.
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83.1	The <i>Employer</i> provides these additional insurances	<table><tr><th colspan="2">Insurance Table</th></tr><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Loss of or damage caused by the</td><td>The replacement cost where not covered by</td></tr></table>		Insurance Table		Insurance against	Minimum amount of cover or minimum limit of indemnity	Loss of or damage caused by the	The replacement cost where not covered by																				
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		<p><i>Contractor</i> to the <i>Employer's</i> property</p>	<p>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>
		<p>Loss of or damage to Plant and Materials</p>	<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>
		<p>Loss of or damage to Equipment</p>	<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>
		<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>	<p><b><u>Loss of or damage to property</u></b></p> <p>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b></p> <p>The amount required by the applicable law.</p>
		<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</p>	<p>The amount required by the applicable law</p>

		connection with this contract	
83.1	The <i>Contractor</i> provides these additional insurances:	<b>Whatever the <i>Contractor</i> deems necessary including cover provided for payment of deductibles in respect of the <i>Employer's</i> Generation Asset Nuclear Property Damage insurance policy.</b>	
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	<b>The <i>Contractor</i> is liable for the Insurance Deductible in the amount of R25 million (twenty-five million Rand) per event or loss and without limit to the number of events or losses in terms of the <i>Employers</i> Generation Nuclear Property Damage Asset Insurance Policy.</b>	
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>The <i>Contractor</i> is liable for the Insurance Deductible in the amount of R25 million (twenty-five million Rand) per event or loss and without limit to the number of events or losses in terms of the <i>Employers</i> Generation Nuclear Property Damage Asset Insurance Policy.</b>	
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:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>	
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:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor</i> common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims</b>	
9	Termination	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>	

<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>4 (four) weeks, but prior to the end of the <i>assessment interval</i>.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 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).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	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.

	<p>if the Parties cannot agree a choice or</p> <p>if the arbitration procedure does not state who selects an arbitrator, will be</p>	
12	<b>Data for secondary Option clauses</b>	
X1	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<p><del>January 2020.</del><u>November 2021</u></p> <p>Price adjustment will <del>not only</del> be applicable <del>after the first twelve (12) months from the base date for indices.</del></p>
	<del>The formulae to be used to calculate the Price Adjustment is:</del>	$P0 \times [15\% + 85\%((99\% \times Cn/C0) + (1\% \times Dn/D0))]$
		<p>15% is fixed</p> <p>85% is adjustable</p> <p><del>Cn – Table C-3: Statutory labour cost (Field force) Journeymen employee at date of invoicing</del></p> <p><del>C0 – Table C-3: Statutory labour cost (Field force) Journeymen employee at base date</del></p> <p><del>Dn – Table D2 Consumer price Index at date of invoicing</del></p> <p><del>D0 – Table D2 Consumer price Index at base date</del></p> <p><del>En</del> _____  <a href="https://www.insee.fr/en/statistiques/serie/010534663">https://www.insee.fr/en/statistiques/serie/010534663</a></p> <p><del>E0</del> _____  <a href="https://www.insee.fr/en/statistiques/serie/010534663">https://www.insee.fr/en/statistiques/serie/010534663</a></p> <p><del>Fn</del> _____  <a href="https://www.insee.fr/fr/statistiques/serie/001565183">https://www.insee.fr/fr/statistiques/serie/001565183</a></p> <p><del>F0</del> _____  <a href="https://www.insee.fr/fr/statistiques/serie/001565183">https://www.insee.fr/fr/statistiques/serie/001565183</a></p>

<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss, including loss of profit and revenues is limited to:	<b>R0-00 (Zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>the greater of:</b> <ul style="list-style-type: none"> <li>• <b>the total of the Prices for the related Task Orders and</b></li> <li>• <b>the amounts excluded and unrecoverable from the Employer's insurance (other than the resulting physical damage to the Employer's property which is not excluded) plus the applicable deductibles</b></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices of the Task Orders issued other than for the excluded matters.</b> <b>The <i>Contractor's</i> total liability for the excluded matters is not limited.</b> <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for:</b> <ul style="list-style-type: none"> <li>• <b>loss of or damage to property (other than the works, Plant and Materials),</b></li> <li>• <b>death of or injury to a third party and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<b>(7 (Seven) years after the Completion Date of each Task Order issued, for latent Defects</b> <b>(</b>

<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 (five) days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z13 always apply</b>
<b>Z1</b>	<b>Cession delegation and assignment</b>	
Z1.1	The <i>Contractor</i> reserves the right to assign its trade receivables to an affiliate, bank or financial institution. 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.	
<b>Z2</b>	<b>Joint ventures</b>	
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.	
<b>Z3</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>	
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 <i>Service</i>	



	<i>Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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.
<b>Z4</b>	<b>Confidentiality: Replace Z-clause Z 4, as follows:</b>
Z4.1	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
<b>Z5</b>	<b>Waiver and estoppel: Add to core clause 12.3:</b>

Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z6</b>	<b>Health, safety and the environment: Add to core clause 27.4</b>
Z6.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i> as defined in the Service Information. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> <li>• accepts that the <i>Employer</i> may appoint him as the “Principal <i>Contractor</i>” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health &amp; Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;</li> <li>• 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 &amp; 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 &amp; safety in and about the execution of the <i>service</i>; and</li> <li>• undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health &amp; 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.</li> </ul>
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>service</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
<b>Z7</b>	<b>Provision of a Tax Invoice and interest. Add to core clause 51</b>
Z7.1	Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	The <i>Contractor</i> (who is required to register as a person carrying on an enterprise in terms of the Value-Added Tax No. 89 of 1991(the “VAT Act”)) must issue a tax invoice that is compliant with the VAT Act.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as

	amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
<b>Z8</b>	<b>Notifying compensation events</b>
Z8.1	Delete from the last sentence in core clause 61.3, "unless the <i>Service Manager</i> should have notified the event to the <i>Contractor</i> but did not".
Z8.2	Add to core clause 62.3, "The <i>Service Manager's</i> reply which is an acceptance of a quotation for a compensation event may require the due authority of the <i>Employer</i> ."
Z8.3	Add to core clause 62.5, "The <i>Service Manager</i> notifies the <i>Contractor</i> if the <i>Employer's</i> authority is required and includes in his notification any extension to the period within which he is required to reply to the <i>Contractor's</i> quotation.
<b>Z9</b>	<b><i>Employer's</i> limitation of liability</b>
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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.

<b>Z10</b>	<b>Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":</b>
Z10.1	or had a business rescue order granted against it.
<b>Z11</b>	<b>Ethics</b>
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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
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 <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Service for this reason.

Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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.
Z11.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

C1.2 Contract Data (*Contractor*)**Part two - Data provided by the *Contractor*****Notes to a tendering contractor:**

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 <b>Note: direct fee percentage is applied to the Defined Cost of <i>Contractor</i> work</b>	
	The <i>subcontracted fee percentage</i> is <b>Note: subcontracted fee percentage is applied to the Defined Cost of subcontracted work</b>	
11.2(14)	The following matters will be included in the Risk Register <b>Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.</b>	
11.2(15)	The Service Information for the <i>Contractor's</i> design and plan is in:	

24.1	<p>The key persons are:</p> <p>Please insert the name, job, responsibilities, qualifications and experience of its key people. Provide for additional key persons if necessary</p> <p><b>Note: Ensure that the key people listed have direct involvement with the contract (not CEO, MD, ED's of company or parent company unless the individual has an active role in the contract)</b></p>	
	1      Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2      Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	3      Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
<b>A</b>	<b>Priced contract with price list</b>	

11.2(12)	<p><b>The price list is in</b></p> <p><b>Note:</b> The <i>price list</i> is used for payment purposes</p> <p>Please insert a reference to the list of activities prepared by the Tenderer which he expects to carry out in Providing the Services indicating a lump sum for each activity which requires such.</p>	<b>The Prices C2.2</b>
11.2(19)	The total of the Prices is	<b>Total of Task Order values</b>



C1.3 Forms of Securities

**Not Applicable**

## Part 2 Pricing Data

## TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### The conditions of contract

#### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

<b>Identified and defined terms</b>	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of 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 / Programmes

Clause 21.4 states that "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each Plan / Programmes which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 Plan / Programmes 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

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully

inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

Article I. As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

- If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.
- The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

### **Format of the price list**

(From page 73 of 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

**C2.2 PRICE LIST****Part 1**

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Categories	Service Price per hour
1	Claims and Contract specialist	
2	Senior Contract Manager	
3	Contracts Manager	
4	Contracts Administrator	

- a) All rates are to exclude VAT,
- b) All rates/prices are to be quoted in ZAR's (South African Rands),
- ~~c) All rates will remain fixed for the first 12 months of the Contract;~~
- ~~d)~~c) The individuals provided must work according to the *Employer's* normal working hours per day, as stipulated in the contract;
- ~~e)~~d) The *Contractor* must make provision to comply with all the conditions as stipulated in the Basic Conditions of Employment Act (BCEA) for all categories. The *Supplier* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Supplier's* transgression of the Act; and
- ~~f)~~e) In accordance with Z-clause 17, the *Employer* reserves the right to issue whole of the *works* or parts thereof to one or more *Contractor*

**Part 2**

The rates to be used for Overtime and Shift Allowance

Item no.	Description	Overtime Rate per hour	Shift Allowance per hour
1	Claims and Contract specialist		
2	Senior Contract Manager		
3	Contracts Manager		
4	Contracts Administrator		

**THE TASK SCHEDULE**

No.	Items of work to be carried out on a time basis
1	Claims and Contract specialist <i>services</i>
2	Contracts management <i>services</i>
3	Contracts administrative <i>services</i>

## Part 3 Scope of Work

Document reference	Title	No of pages
	This cover page	
C3.1	<i>Employer's Service Information</i>	
	Total number of pages	

### C3.1 *Employer's Service Information*

## Contents

C3.1	<b>EMPLOYER'S SERVICE INFORMATION</b>	<a href="#">3337</a>
1	Description of the <i>service</i>	<a href="#">3337</a>
2	Management strategy and start up	<a href="#">4246</a>
2.1	THE <i>CONTRACTOR'S</i> PLAN / PROGRAMME FOR THE <i>SERVICE</i>	<a href="#">4246</a>
2.2	MANAGEMENT MEETINGS	<a href="#">4448</a>
2.3	<i>CONTRACTOR'S</i> MANAGEMENT, SUPERVISION AND KEY PEOPLE	<a href="#">4549</a>
2.4	DOCUMENTATION CONTROL	<a href="#">4550</a>
2.5	INVOICING AND PAYMENT	<a href="#">4754</a>
2.6	CONTRACT CHANGE MANAGEMENT	<a href="#">5054</a>
2.7	RECORDS OF DEFINED COST TO BE KEPT BY THE <i>CONTRACTOR</i>	<a href="#">5055</a>
2.8	INSURANCE PROVIDED BY THE <i>EMPLOYER</i>	<a href="#">5055</a>
2.10	MANAGEMENT OF WORK DONE BY TASK ORDER	<a href="#">5055</a>
3	Health And Safety, The Environment And Quality Assurance	<a href="#">5155</a>
3.1	HEALTH AND SAFETY RISK MANAGEMENT	<a href="#">5155</a>
3.2	ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT	<a href="#">5256</a>
4	PROCUREMENT	<a href="#">5256</a>
4.1	PEOPLE	<a href="#">5256</a>
4.2	<b>SUBCONTRACTING</b>	<a href="#">5257</a>
5	Working on the affected property	<a href="#">5357</a>
5.1	<i>EMPLOYER'S</i> SITE ENTRY AND SECURITY CONTROL, PERMITS, AND SITE REGULATIONS	<a href="#">5357</a>
5.2	PEOPLE RESTRICTIONS, HOURS OF WORK, CONDUCT AND RECORDS	<a href="#">7074</a>
5.3	HEALTH AND SAFETY FACILITIES ON THE AFFECTED PROPERTY	<a href="#">7276</a>
5.4	ENVIRONMENTAL CONTROLS, FAUNA & FLORA	<a href="#">7276</a>
5.5	COOPERATING WITH AND OBTAINING ACCEPTANCE OF OTHERS	<a href="#">7276</a>
5.6	EQUIPMENT PROVIDED BY THE <i>EMPLOYER</i>	<a href="#">7377</a>
5.7	SITE SERVICES AND FACILITIES	<a href="#">7377</a>
6	Specifications and data item descriptions	<a href="#">7881</a>



### C3.1 EMPLOYER'S SERVICE INFORMATION

#### 1 Description of the service

The *Employer* requires an efficient, timeous and quality contract management *service* in order to provide support to the Nuclear Project programmes and projects, which include:

- Performance monitoring and support;
- Project development;
- Project management office;
- Construction management;
- Waste management and environmental;
- Safety case/Long Term Operation (LTO);
- Plant support – Mechanical;
- Plant Support– Electrical;
- Plant Support– Civil
- Digital and security;
- External Events Response Initiative (EERI);
- Nuclear new build; and
- Ankerlig Transmission Koeberg Second Supply (ATKSS) Project.

The *Contractor* provides this business *services* in order to provide support to the execution of the nuclear project programmes and projects.

##### 1.1 Executive overview

The *service* comprises the provision of claims and contract specialist, contracts management, contracts administration, *services* to the *Employer's* overall programme and project scopes, in order to deliver projects safely, efficiently and effectively.

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

The *Contractor* is contracted to execute the *services*, to protect the *Employer's* interest, reducing risk and liabilities linked to the *Employer's* contracts.

The following table cover the high-level breakdown of the *service* during the different commercial phases

PRE-CONTRACT	CONTRACT DEVELOPMENT, AWARD, AND EXECUTION	POST AWARD
<ul style="list-style-type: none"> <li>High level objectives of the agreement</li> <li>Contract Risk assessment</li> <li>General outline of expectations, monitoring procedures, timing</li> <li>Highlights of any critical issues (access to sites, transportation, equipment to be used, resources...)</li> <li>Receive statement of work for inclusion into contract</li> <li>Receive URS or TRS for inclusion into the contract</li> </ul>	<ul style="list-style-type: none"> <li>Contribute to Commercial strategy</li> <li>Outline preparations required, implementation, integrations</li> <li>Include terms for monitoring, inspections and performance metrics</li> <li>Clearly state legal region under which the contract resides</li> <li>Point out procedure for contract changes, or adjustments (FIDIC or NEC)</li> <li>Consider penalties, expiration period, and indemnities</li> <li>Provide payment considerations (period, methods, currency ...)</li> <li>Compliance and regulatory considerations</li> <li>Respond to clarification questions from Tenderers</li> <li>Evaluation of Tenders</li> <li>Negotiating the agreement terms</li> <li>Authorised parties signing the contract</li> </ul>	<ul style="list-style-type: none"> <li>Contract administration</li> <li>Detailed contract audit</li> <li>Ongoing performance &amp; status monitoring</li> <li>Penalties for delays, defects, breaches and shortcomings</li> <li>Sudden contract end for breach, expiry, or other triggers</li> <li>Claims &amp; dispute resolution</li> <li>Final contract completion review</li> </ul>

### 1.3 Interpretation and terminology

#### 1.3.1 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACP	Access Control Point
ATKSS	Ankerlig Transmission Koeberg Second Supply

Abbreviation	Meaning given to the abbreviation
CQMP	Contract Quality Management Plan
DOL	Department of Labour
EIA	Environmental Impact Assessment
FFD	Fitness for Duty
FME	Foreign Material Exclusion
HPT	Human Performance Training
KNPS	Koeberg Nuclear Power Station
LAN	Local area network
NEC	New Engineering Contract
NNR	National Nuclear Regulator
PPPFA	Preferential Procurement Policy Framework Act
PQA	Procurement Quality Assurance
PSR	Plant Safety Regulation
PTW	Permit To Work
QA	Quality Assurance
QAP	Quality Assurance Plan
QCP	Quality Control Plan
QADP	Quality Assurance Data Package
SARB	South African Reserve Bank
SAT	Site Access Training
SD&L	Supplier Development and Localisation
SHE	Safety Health and Environment
SOC	State Owned Company
TSC	Term Services Contract
VAT	Value Added Tax
COVID-19	Coronavirus disease 2019 (The global pandemic)

### 1.3.2 Terminology

Below are some descriptions and clarifications of terms used by the *Employer* in this document.

Term	Definition
<b>COVID-19</b>	Severe Acute Respiratory Syndrome Coronavirus 2' (SARS-CoV-2).
<b>Requirement</b>	A condition or capability needed by a user to solve a problem or achieve an objective.
<b>Scope of Supply:</b>	The sum of the products, <i>services</i> , and results to be provided as a project.
<b>Shall, Should, May:</b>	"Shall" is used to denote a requirement, "Should" a recommendation and "May" to denote permission in <i>Employer's</i> Service Information and relevant specifications.
<b>Takeover:</b>	Process of transfer of responsibility for all or part of a project or its deliverables to the <i>Service Manager</i> from the <i>Contractor</i> . Typically, this takes place at the end of task order or a major part thereof.
<b>Action of the Service Manager:</b>	The actions the <i>Service Manager</i> has to perform in fulfilling their express duties, under the TSC.
<b>Non-Outage:</b>	When the power station unit is operational.
<b>Outage:</b>	When the power station unit is shut down for maintenance and refuelling.
<b>Others:</b>	<p>The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the <i>services</i> is suited for its designated purpose as stated in the Service Information.</p> <ul style="list-style-type: none"> <li>• The <i>Employer's</i> main contractors,</li> <li>• NNR,</li> <li>• <i>Service Manager's</i> Authorised Inspection Agency (AIA),</li> <li>• <i>Employer's</i> consultants and</li> <li>• consultants.</li> </ul> <p>The list is updated, by the <i>Service Manager</i>, each time a third parties contract is placed by the <i>Employer</i> or when Others change.</p>
<b>Include:</b>	If "include" is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "include".

Term	Definition
<b>Including:</b>	If “Including” is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word “similar” precedes the word “including”.

#### 1.4 Categories of the service

The *Contractor* provides the following:

1.4.1 Claims and Contract specialist	
Description of services	<p>The following is a list of the minimum expected activities for the implementation of the services</p> <ul style="list-style-type: none"> <li>• Assist the <i>Employer</i> with dispute resolution i.e. Adjudication, Arbitration and Litigation;</li> <li>• Conduct and participate in regular meetings;</li> <li>• Conduct project audits; and</li> <li>• Compile referrals and rebuttals as required.</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>• Direct the activities of the various team members in executing problematic projects.</li> <li>• Compile referrals and rebuttals as required;</li> <li>• Audit reports;</li> <li>• Minutes of meetings as required; and</li> <li>• Provision of expert knowledge and advice.</li> </ul>
Minimum requirements	<ul style="list-style-type: none"> <li>• Grade 12 + 3 years Legal Degree or BSc in Engineering;</li> <li>• 10 years relevant experience in project/contract/commercial management; or</li> <li>• Expert knowledge of FIDIC and NEC suites of contracts.</li> </ul>
Desired requirements	<ul style="list-style-type: none"> <li>• Grade 12 + 3 years Technical or Legal Degree or equivalent;</li> <li>• 10 -15 years multi-disciplinary project/contract management experience;</li> <li>• Very strong commercial (and ideally) legal knowledge;</li> <li>• Knowledge of FIDIC and NEC suites of contracts</li> <li>• Knowledge of the <i>Employer's</i> supply chain procedure; and</li> </ul>

	<ul style="list-style-type: none"> <li>• A working knowledge of the Eskom Holdings SOC Ltd (Generation Group) commercial and financial procedures and directives, procurement processes and standard specifications.</li> </ul>
Specific competencies required	<ul style="list-style-type: none"> <li>• Expert knowledge of the family of New Engineering Contracts (NEC);</li> <li>• Expert knowledge of the family of FIDIC Contracts;</li> <li>• Extensive knowledge of the early warning and compensation event/variation procedures;</li> <li>• Extensive working knowledge of the principles of design and construction projects;</li> <li>• Extensive working knowledge alternative dispute resolution processes;</li> <li>• A solid background in construction science, business management as well as related work experience within the construction industry;</li> <li>• Extensive working knowledge of contracts, plans, specifications and regulations;</li> <li>• Computer literate and highly proficient with all software programs generally applied in project management;</li> <li>• Good interpersonal relations to communicate with clients and contractors to effect satisfactory working relationships;</li> <li>• Good communication and presentation skills, both verbally and in writing, to support effective communication with clients and contractors;</li> <li>• Able to understand, transmit and follow written and verbal instructions;</li> <li>• Able to handle stressful situations in a professional manner; and</li> <li>• Extensive experience in: <ul style="list-style-type: none"> <li>- Dispute management</li> <li>- Rebutting statements of claim;</li> <li>- Contract administration; and</li> <li>- Auditing.</li> </ul> </li> </ul>

#### 1.4.2 Senior contract management and contract management services

Description of services	<p>The following is a list of the minimum expected activities for the implementation of contracts management services</p> <ul style="list-style-type: none"> <li>• Control and report on contract usage in the issue of task instructions under new engineering contract (NEC3) engineering and construction suite of contracts.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Review, enforce and report on contract works or <i>services</i> performance including non-compliance notices, defects, compensation events, penalties and retention held or released.</li> <li>• Manage and update contract management performance index for task and activities to all categories of projects in order to optimise controls.</li> <li>• Manage and update of contracts management information in the designated contracts management system.</li> <li>• Purchase order assessment.</li> <li>• Manage and control contracts management documentation and record to ensure traceability.</li> <li>• Monitor and control weekly and monthly contract cost reports.</li> <li>• Assess planned payments vs actual payments and analyse for adverse trends</li> <li>• Manage and report on the achievement of critical milestones and activities that may affect the contract and impact the baseline schedule.</li> <li>• Communicate with project managers on risks that might affect the project.</li> <li>• Provide reports on cost containment approaches on the project and monitor compliance.</li> <li>• Manage and resolve contract disputes, adjudications, arbitrations and legal proceedings. Draft and consolidate documentation for submission to the presiding officer.</li> <li>• Provide input and consolidate information for contract documentation for enquiries.</li> <li>• Initiate and facilitate squad check meetings to confirm contract content with stakeholders.</li> <li>• Conduct and participate in regular meetings.</li> <li>• Assess and compare costs and contractual risks in evaluating tenders.</li> <li>• Influence and guide tender clarification meetings. Participate in negotiations with contractors to conclude contracts.</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>• Manage and report on the provision of a contract management service and ensure the validation and maintenance of accurate information in the designated system</li> <li>• Manage and resolve contract disputes, adjudications, arbitrations and legal proceedings, generate report monthly.</li> </ul>

	<ul style="list-style-type: none"> <li>• Select appropriate contract documentation, populate, collate and approve, as required.</li> <li>• Manage and conclude tender evaluation processes, contract clarifications and cost negotiations, as required.</li> <li>• Deliver contracts management control and administrative <i>services</i> through Key Performance Indicator monthly reports</li> </ul>	
Minimum requirements	Contract manager	Senior contract manager
	<ul style="list-style-type: none"> <li>• National diploma</li> <li>• 5 years contract management experience</li> </ul>	<ul style="list-style-type: none"> <li>• National higher diploma / Btec degree or BSc in Engineering</li> <li>• 10 years contract management experience</li> </ul>
Desired requirements	<ul style="list-style-type: none"> <li>• Related experience on projects</li> <li>• Working knowledge of NEC suite of contracts</li> </ul>	
Specific competencies required	<p>This level of service requires a mature professional person with a combination of strong analytical, and interpersonal skills;</p> <ul style="list-style-type: none"> <li>• Ability to work cohesively and communicate successfully in diverse teams. Tact, teamwork, and diplomacy are of the essence;</li> <li>• Demonstrable understanding of all interdependent project <i>services</i> functions including planning, contracts management, project accounting and document control;</li> <li>• Demonstrable knowledge of project management concepts (experience on previous projects); and</li> <li>• Computer skills</li> </ul>	

1.4.3 Contracts administrative <i>services</i>	
Description of <i>services</i>	<p>The following is a list of the minimum expected activities for the implementation of contract administration official <i>services</i></p> <ul style="list-style-type: none"> <li>• Provide contract administration <i>services</i> during the project life cycle and contract duration.</li> <li>• Maintain contract compliance</li> <li>• Measure work completed and compile, verify final close-out documentation</li> <li>• Communicate and negotiate with contractors</li> </ul>



	<ul style="list-style-type: none"> <li>• Enforce the contract conditions and specifications</li> <li>• Input and facilitate the implementation of the process related to contract dispute resolution</li> <li>• Develop and produce continuous updates on contract management performance index</li> <li>• Utilise appropriate computer software which optimises cost and time.</li> <li>• Facilitate project staff contract management training and development</li> <li>• Participate in negotiations with contractors to conclude contracts.</li> </ul>
Deliverables	<ul style="list-style-type: none"> <li>• Perform all contract administration related <i>services</i> during the project life cycle and contract duration</li> <li>• Support contracts manager in contractor communication and performance management contractors by scribing letters and maintaining KPI reports for contractors weekly.</li> <li>• Participate and support the procurement process, evaluation and advise on procurement and contracting strategies, by compiling procurement and contractual documentation for approval, as required.</li> <li>• Monitor and control contractual related activities daily, provide report.</li> <li>• Evaluations of work executed and prepare certificates for payment purposes, monthly.</li> </ul>
Minimum requirements	<ul style="list-style-type: none"> <li>• National diploma</li> <li>• 3 years contract administration experience</li> </ul>
Desired requirements	<ul style="list-style-type: none"> <li>• Related experience on projects</li> <li>• Working knowledge of NEC suite of contracts</li> </ul>
Specific competencies required	<ul style="list-style-type: none"> <li>• This level of service requires a mature professional person with a combination of strong analytical, and interpersonal skills;</li> <li>• Ability to work cohesively and communicate successfully in diverse teams. Tact, teamwork, and diplomacy are of the essence;</li> <li>• Demonstrable understanding of all interdependent project</li> <li>• <i>services</i> functions including planning, contracts management, project accounting and document control;</li> <li>• Demonstrable knowledge of project management concepts (experience on previous projects); and</li> <li>• Computer skills</li> </ul>

## 2 Management strategy and start up.

### 2.1 The *Contractor's* Plan / Programme for the *service*

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

All work performed at KOU are planned and scheduled in accordance with the requirements stated in:

- KLA-023 for outage related *service*
- KAA-721 (for non-outage related *service* – including pre-outage installation *service*).

Note that the above makes specific reference to the timelines to be adhered to for scheduling the *service*.

#### 2.1.1 The Plan / Programme

The *Contractor* shows on each Plan / Programme which he submits for acceptance

- the starting dates, access dates and Completion Dates,
- planned Completion,
- the order and timing of the operations which the *Contractor* plans to do in order to Provide the Service,
- the order and timing of the work of the *Employer* and Others, as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Service Information or Task Order,
- provisions for
  - float,
  - time risk allowances,
  - health and safety requirements and
  - the procedures set out in this contract,
- the dates when, in order to Provide the Service in accordance with his programme, the *Contractor* will need
  - access to a part of the *Affected Property*, if later than its access date stated on the Task Order,
  - 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,
- all activities defined in each Task Order,
- the Plan / Programmes revision number,

- performance percentage complete,
- physical percentage complete,
- original duration from baseline,
- remaining duration,
- all leads and lags need to be qualified and agreed with the *Service Manager*,
- the critical path is determined through the longest path of the schedule and the appropriate setting in Primavera applied. The critical path needs to be qualified and agreed with the *Service Manager*,
- the Programmes needs to be resources loaded, clearly indicating role, planned man hours,
- key milestones which including payment milestones linked to a deliverable list of activities for each Task Order,
- agreed calendars which will clearly indicate working days per week, working hours per day, shift work and holidays for the duration of the project life cycle.,
- upon acceptance of Plan / Programme, activity original durations (planned durations) may not be changed. The *Contractor* may only change remaining durations,
- project name, baseline and update cycle,
- a baseline indicating all accepted compensation events, All agreed compensation events to be shown in the programme logically linked to the affected list of activities,
- retained logic, use planned finish dates and define critical activities through the longest path. and
- the Primavera duration type setting of “Fixed Duration and units/time” and the percentage type setting of “Physical Percentage complete”.

Networks are constructed to reflect the possible (instead of probable) sequences of activities, using resource scheduling to stagger the performance of activities into the most probable sequence.

For the sake of compatibility, the *Contractor* prepares his programme on Primavera 15.1 or later version of the computerised planning software and utilises it for all planning, progress monitoring and reporting.

### 2.1.2 Time Now Date

The 'Time Now Date', unless otherwise agreed between the *Service Manager* and the *Contractor*, is the monthly *assessment date* of each programme submission.

### 2.1.3 Planning constraints

The *Contractor* makes allowance for incorporation of *Employer / Service Manager* review comments for documents delivered to the *Service Manager* for his acceptance.

The *Contractor* does not plan for any *Employer* activities during the period of week 51, week 52 and week 1 of each year. Should any reviews be planned during this period, then the review periods need to be agreed, upfront, with the *Service Manager*.

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

The *Contractor* includes "Risk Allowances" for the following in his Programme for the following possible delays:

- Delayed procurement tender committees;
- Corporate Legal reviews,
- Treasury approvals;
- NNR reviews;
- etc

The *Contractor* is required to submit monthly progress reports to the *Service Manager* for the duration of the *services*. Progress reports to include but not limited to skill level of staff allocated to project, hours worked, total hours allocated, work completed, 1 month look ahead, delays experiences, early warning reference number, risks, observations completed.

## 2.2 Management meetings

- The *Contractor* is required to chair / attend progress meetings as agreed between the *Contractor* and the *Service Manager*;
- The *Contractor* is required to chair / attend table top workshops with the *Employer's* representatives and project stakeholders;

Regular meetings of a general nature may be convened and chaired by the *Employer's* project managers, *Service Manager* and *Contractor* as follows:

- Task-order kick-off meetings;
- Risk reduction meetings;
- Implementation meetings for specific progress and feedback;
- SHE Meetings during implementation;
- Meetings of a specialist nature;
- Post implementation meetings for feedback and review; and
- Departmental meetings.

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 *Service Manager* by the person convening the meeting within 5 days of the meeting.

Such minutes or register is not used for the purpose of confirming actions, early warning 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.

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

The *Contractor* is required to:

- ensure that all personnel working at the *Employer's* Affected Property understand and adhere to all prescribed rules and regulations;
- ensure that the *Contractor's* staff undergo the *Employer's* specific training and are duly authorised to perform the *services* prior to starts of *services*;
- undergo a vetting process for security related modifications;
- perform *services* in hazardous locations and certify its compliance to applicable regulations;
- ensure that all work allocated is supervised for the duration of the *services*;
- perform plant walk downs (on-site or off-site) prior to, during and on completion of the *services* related to a Task Order;
- prepare and conduct daily pre-job work scope and safety briefings prior to the start of work for the duration of the *services* related to a Task Order;
- perform safety observations on every shift for the duration of the *services*;
- submit completed Job Observation Cards on a weekly basis to the *Service Manager*;
- Ensure that *Contractor* staff performing inspection and testing work shall be qualified by means of formal technical qualifications and have sufficient experience with work of a similar nature. Qualifications and experience of key staff shall be specified by the *Contractor* for each project implemented;
- Where the *Contractor* chooses to use their own procedures the *Contractor* shall submit the procedures together with criteria used to the *Service Manager's* acceptance;
- Coordinate activities and co-operate with other stakeholders and service providers employed and contracted to the *Employer*; and
- Supply a person / team that will be sufficiently resourced for the *services* to meet the agreed timelines as specified in the Task Order. It is also required that each individual be qualified in his / her trade. The *Employer* reserves the right to examine the certification of personnel chosen by the *Contractor*.

## 2.4 Documentation control

### 2.4.1 Documentation and record management

- All documentation produced by the *Contractor* complies with the latest *Employer's* guide for technical writing - GGG-1299 Rev 0 - with date formats in accordance with ISO-8601 extended date format and measurements in metric units;
- The documents shall be compiled and formatted such that it may be easily reviewed by the *Employer* and/or a 3rd party;
- All documents shall be signed and approved by duly authorised and qualified personnel in accordance with the *Contractor's* Integrated Management System. All data and technical documents supplied to the *Employer* by the *Contractor* shall be in the English language with SI units for measurements. The data and technical documents shall be submitted in accordance with the requirements stated in this specification;
- The *Contractor* requests sequential document numbers from the *Employer* (where applicable);
- All documentation, including drawings and operating and maintenance instruction manuals, are uniquely identified and cross-referenced with all related documents. Document deliverables are provided in electronic, searchable format (PDF) and includes all signatures obtained internally.
- Where required, the *Contractor* may be requested to supply a document in its originally compiled format i.e. "Word", "Excel", "Visio" to facilitate the *Employer's* review or documentation updates. The *Contractor* provides, upon request, the documents in its originally compiled format;
- The *Contractor* identifies and provides the update requests for affected *Employer* drawings, documents and procedures;

- The *Contractor* corrects all identified documentation / configuration anomalies required to implement the *services* and notify the *Service Manager* of any other anomalies the *Contractor* may notice.
- All documents transmitted to the *Service Manager* for review / acceptance / record / information are transmitted under cover of a formal communication

#### **2.4.2 Documentation quality and control**

- The quality level of the work has been classified as a Q3/L3 service.
- The *Contractor* complies with the general quality requirements of DSG-310-087 and 238-103 Revision 1.
- The *Contractor's* quality assurance system is subject to the acceptance by the *Employer*.
- The *Contractor* ensures that any sub-contractor employed by him has and implements a Quality Assurance Programme to meet the quality assurance requirements of the *Employer*.
- The *Contractor* ensures that the work is carried out in accordance with the quality control plans or any other specifications through written instructions from the *Project Manager*.
- The *Contractor* ensures that all specifications and requirements are communicated to the relevant parties in his organization and not to deviate from it.
- All completed work is signed-off in the quality control plans on a daily basis and all the relevant signatures are on the documentation. A daily status report of completed work/activities is made available to the *Project Manager*.
- The *Contractor* ensures that his staff is conversant with the content of the scope of work, quality control plans, specification requirements and work instructions.
- The *Contractor* complies with the requirements listed in this document and specific quality requirements that are as per the specifications given In the required work with each Task Order.

#### **2.4.3 Documentation to be provided by the *Employer***

- The *Employer*, on request from the *Contractor*, provides software copies of all applicable *Employer* standards, procedures, guides and forms;
- The *Employer* provides access to all available Affected Property documentation required for providing the *service*;
- Original component related design base information does not reside with the *Employer*. In cases where such information is required, the *Contractor* notifies the *Employer* to gain access from others or reverse engineers the basis as part of the *service*;
- The *Contractor* provides a list of persons that require authorisation, by the *Service Manager*, for requesting copies of the Affected Property documentation;
- The *Service Manager* only authorises the relevant personnel once the *Contractor* has signed a confidentiality agreement;
- Copy requests are made in writing, to the *Service Manager*, and details the exact documentation identification numbers; and
- Documentation, as required, is provided in accordance with the latest Accepted Plan/ Programme.
- All documents transmitted by the *Service Manager* for review / acceptance / record / information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet.

#### **2.4.4 Communication**

- All communication is addressed to the *Service Manager*. All communication makes reference to:
  - The *contract* number that is issued by the *Employer* i.e. 46000.....;
  - the title of the *contract*;
  - the specific TSC clause under which the communication is issued; and
  - an unique letter reference number.
- The unique reference numbers to be used for written correspondence between the *Service Manager* and *Contractor* and vice versa is as follows:
  - from the *Service Manager* to the *Contractor*: 46000..... E/C 0xxx; and
  - from the *Contractor* to the *Service Manager*: 46000.... C/E 0xxx with 460002..... referring to the contract number and the next sequential letter (channel) number.
- The title of each letter clearly summarise the purpose of the letter.
- In accordance with TSC Core Clause 13.1, each notification deals with only one specific issue at a time; and

All communications to be attached to an e-mail to the *Service Manager* and the same to the *Contractor*. When these letters are submitted by means of email, the title of the letter is reflected in the subject line and only one letter is submitted per email. The title of each letter clearly summarise the purpose of the letter. Each notification deals with only one specific issue at a time.

## **2.5 Invoicing and payment**

### **2.5.1 Assessments**

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

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

### **2.5.2 Records and forecasting of expenses and time charges**

The *Contractor* shall submit forecasts of time charges for each assessment period and maintain records thereof.

Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Contractor* and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the *services* rendered which shall be cross-referenced to deliverables rendered. In addition, the *Contractor* shall provide proof of how he is managing his staff working remotely due to COVID-19 related restrictions. The records of hours shall indicate the Task Order Manager to whom *services* were delivered. The *Service Manager* shall review all time sheets during assessment and the *Contractor* shall obtain signed timesheets and assessment documentation from the Task Order Manager and submit the assessment package to the *Service Manager* for processing.

The *Contractor* shall maintain records of all documentation and make available to the *Employer* any or all such documentation on request.

#### **2.5.1.1 Invoices and payment arrangements**

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 10(4)(C), is adhered to. Adherence by the *Contractor* to this requirement is applicable since 1 June 2004. No payment will be made on tax invoices not fully meeting this requirement.

The *Contractor* shall address the tax invoice to:

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:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- The date of the invoice;
- An invoice number;
- *Contractor's* VAT registration number (if applicable);
- *Employer's* VAT registration number 4740101508;
- Reference to Contract and/or SAP Task Order number;
- The value of the invoice split into payments as per the activity schedule;
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; and
- The amount paid to date.

To enable payment against each applicable SAP generated Task Order the *Service Manager* and the *Contractor* must sign next to each line acceptance of the *service*, Plant and Materials or goods delivered on the applicable SAP generated Task Order. The *Service Manager* includes the Goods Receipt Number (GRN) on the SAP generated Task Order. The signed copy of this SAP generated Task Order is promptly returned to the *Service Manager*.

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

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.

All invoices must be emailed in **.pdf** format to [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)

Supplier statements must be emailed to [Statementseskom@eskom.co.za](mailto:Statementseskom@eskom.co.za)



For any payment enquiries, please contact Eskom Finance Shared Service call centre on (011) 800 5060 or e-mail [FSS@eskom.co.za](mailto:FSS@eskom.co.za)

### 2.5.3 Compensation events

#### 2.5.3.1 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.

#### 2.5.3.2 Mitigation of delay

The *Contractor* has a duty to mitigate the effect, of *Employer* risk events, on the *services* 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.

#### 2.5.3.3 Quotation

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

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

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

It is specifically stated that the *Employer* will not accept any forecasted payments relating to “compensation event acceptance”. Simply stated, the *Employer* will assess only the actual Defined Cost of the work already done on the compensation event in each *assessment interval*.

#### 2.5.3.4 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 coronavirus outbreak could also result in a number of the compensation events being triggered under clause 60.1, such as the following examples:

**X19.10 (3)**– The *Employer* does not provide the right of access to the Affected Property in accordance with the latest accepted Task Order programme.;

**60.1(4)**– The *Service Manager* gives an instruction to stop or not to start any work. due to the pandemic;

**X19.10 (5)**– The *Employer* or Others do not work in accordance with the latest accepted Task Order programme or within the conditions stated in the *Service Information*;

**60.1(6)**– The *Service Manager* does not reply to a communication from the *Contractor* within the period required by this contract, because of imposed period of self-isolation;

**60.1(13)**–the *Service Manager* notifies a correction to an assumption which they have previously stated about a compensation event ;

**60.1(14)**–A breach of contract by the *Employer* which is not one of the other compensation events in this contract.

#### 2.6 Contract change management

The *Contractor* is responsible to document and resolve any required changes on his Equipment. The approval process indicated in the Service Information is adhered to, by the *Contractor*.

The *Contractor* adheres to the contract change management procedure and KAA-815 for any changes to the scope of the *services*. The details of the contract change management procedure are agreed between the *Service Manager* and the *Contractor* at the project kick-off meeting.

#### 2.7 Records of Defined Cost to be kept by the Contractor

The *Contractor* keeps detailed records, for presentation to and inspection by the *Service Manager*, for compensation events.

#### 2.8 Insurance provided by the Employer

The *Employer* provides the insurances as stated in the Contract Data.

#### 2.10 Management of work done by Task Order

The work is managed by the issue of a Task Order. The *Contractor* either perform the instructed *services* against the amount stated in the prices or provides a quotation for rate base *services* against the rates stated in the prices. The prices in the price list includes for all work and other things necessary to complete the *services*. Health and safety, the environment and quality assurance

### 3 Health And Safety, The Environment And Quality Assurance

#### 3.1 Health and safety risk management

##### 3.1.1 Nuclear Safety

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

The *Employer* defines appropriate safety objectives for the KNPS, 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.

##### 3.1.2 *Employer's* lifesaving rules on the Affected Property

The *Contractor* complies with the *Employer's* five rules as stipulated in the *Employer's* Management Directive 32-421 or any subsequent updates thereof. 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; and
- Rule 5: Permit to work.

The *Contractor* shall comply with the health and safety requirements contained in the *Employer's* Management Directive 32-421 and this Service Information.

##### 3.1.3 Laws and regulations to be complied with

Some specific laws to be complied with:

- The *Contractor*, at its own expense, complies with, amongst others, the Nuclear Energy Act 46 of 1999, the National Key Points Act 102 of 1980 and in general, with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the *services* and as amended or replaced.
- The *Contractor* complies with the *Employer's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations, which may be in force at the *Employer's* facilities from time to time.
- While on the Affected Property, the *Contractor* is at all times under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above two Clauses hereof. However, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation. Failure of the *Employer's* Power Station Manager to act in any specific manner does not make him or the *Employer* liable to the *Contractor* in any manner for any matter which may arise as a consequence of such failure to act.
- While in the Republic of South Africa, the *Contractor*, at his 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's* transgression of the Act.

- While outside the country of the Republic of South Africa, the *Contractor* shall comply with the relevant laws of that country.

### 3.2 Environmental constraints and management

- The *Contractor* shall comply with the environmental criteria and constraints.
- The *Contractor* ensures that all plant and materials, *services* and work supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications.

## 4 Procurement

### 4.1 People

#### 4.1.1 BBEE and referencing scheme

As per regulation 4(1) of the Preferential Procurement Policy Framework Act (PPPFA) of 2017, pre-qualification criteria are used in tenders to advance certain designated groups. For this contract, regulation 4 will apply as follows:

- A minimum B-BBEE status level of contribution of 3 applies to this tender; and
- The tender will be limited to EMEs and QSEs only.

The *Contractor's* BBB-EE status level of contributor is Qualifying Small Enterprise (QSE) Level 3.

#### ~~4.1.2 Supplier Development and Localisation (SD&L)~~

~~Table 1: SD&L Undertaking Proposal~~

<del>Category</del>	<del>Eskom's Requirements</del>	<del>Contractor's Proposal</del>
<del>Enterprise Development and Skills Development</del>	<del>Supplier's Development &amp; Localisation Undertaking (Enterprise Development) Independent Quality Control services during project and modification execution at NOU plant</del>	

~~The table above represent the Contractor's SD&L undertaking proposal and will form part of the contractual obligation.~~

### 4.2 Subcontracting

#### 4.2.1 Preferred Sub-contractors

No ~~preferred~~ Sub-contractor for this scope of *services* is required.

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

~~All Sub-contractors are contracted under appropriate NEC conditions of contract. Where this requirement are not met, the proposed conditions for Compensation Events/Variation~~

~~Orders/Amendments of contract are submitted to the Service Manager for acceptance, except if the Contractor utilises NEC, Standard Contractor's conditions of contract or if the relationships are documented in some form of Service Level Agreement, Long Term Partnering Agreements etc.~~

#### ~~4.2.3 Limitations on subcontracting~~

~~Sub-contractors reporting relationships are such that quality outputs and independence is assured. These relationships are such that the Contractor has full control of all sub-contractor outputs. Sub-contractors contracting to Sub-contractors are to be avoided as far as possible. Exceptions are only allowed with the explicit acceptance of the Service Manager.~~

#### ~~4.2.4 Attendance on sub-contractors– Nuclear safety~~

~~The Contractor establishes and maintains vigorous oversight over its Sub-contractors to assure adherence to this Service Information and its requirements and thereby achieve nuclear safety.~~

## 5 Working on the affected property

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

#### 5.1.1 Fitness for duty (FFD) 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 KOU (335-68 Rev 3). This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.

The FFD programme provides reasonable assurance that the Contractor's employees and subcontractors perform their tasks in a reliable and trustworthy manner, and not under the influence of any substance or suffering from any health impairment which adversely affects their ability to safely and competently perform their tasks. It is the responsibility of the Contractor to ensure that its staff is fit for duty as per FFD requirements. The FFD programme further gives reasonable assurance that an individual has been trained and technical competence assessed prior to gaining access to the Site.

It is a requirement of the Employer's nuclear license that all persons classified as radiation workers, on completion of their work period on a nuclear site, attends an exit medical examination and receives a final whole body count administered by the Employer's Radiation Protection (RP) group. It is the Contractor's responsibility to timeously book its own and its Subcontractor's personnel for entry and exit medical examinations, prior to entering the Site. Entry medicals form part of the Employer's mandatory site access FFD requirements.

The Contractor ensures that all its personnel, including Subcontractors, brought on the Site comply with the FFD process requirements prior, during and on completion of all activities. In particular the Contractor ensures that all personnel receive a whole body count on their last day of work and that all access permits are handed in. For control purposes the final payment of the contract or Task Order (if applicable) is withheld if the tax invoice is not accompanied by written confirmation of completed exit medical examinations and other FFD requirements.

The Employer's FFD process is designed to only allow the Contractor's and its Subcontractor'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 takes place

Information the *Contractor's* or Subcontractor'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* or Subcontractor'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 Affected Property:

Activity Description	Service Manager /	Contractor	Requirements	Planning	Additional Notes
Recruitment and Selection		X		<i>Contractor's</i> own planning	
ID Document / Passport		X	Proof of identification is required before that the	<i>Contractor's</i> own planning	The following identification documents are the only documents that shall be

Activity Description	Service Manager /	Contractor	Requirements	Planning	Additional Notes
			Contractor's employee is allowed to register on the FFD system.		accepted as proof of identification.  <ul style="list-style-type: none"> <li>• South African Identification Book issued by the Department of Home Affairs. (Green ID) or</li> <li>• Valid Official Passport or</li> <li>• Valid Temporary Identification Document issued by the Department of Home Affairs.</li> </ul>
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.
CV and Qualifications		X	Authenticated qualifications to be presented before registration takes place	Contractor's own planning	<ul style="list-style-type: none"> <li>• CVs of Contractor employees are included in the documents where this is required by the procedure.</li> <li>• The Contractor's employees must be in possession of his/her CV when he/she arrives on the Affected Property to start the FFD process.</li> <li>• The Contractor is required to verify the authenticity of the qualifications that is required for the work that is to be performed on the Affected Property. Eskom retains the right to verify any tertiary qualification that an applicant is required</li> </ul>

Activity Description	Service Manager /	Contractor	Requirements	Planning	Additional Notes
					<p>to have to work in a specific discipline.</p> <ul style="list-style-type: none"> <li>The <i>Contractor</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system.</li> <li>Persons not in possession of the qualifications required by the <i>Employer</i> are not considered for employment by the <i>Contractor</i> (in that particular discipline).</li> </ul>
Criminal History		X	Assessment of criminal history	<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li>Terminate Process Hold Point</li> <li>The criminal history of an applicant shall be assessed before access to the Affected Property is considered.</li> <li>SA citizens obtain their criminal history reports from the South African Police (SAPS). The report may not be older than 3 months when the <i>Contractor's</i> employee is enrolled on the FFD system. This service is also available from the <i>Employer's</i> Security section. South African applicants are required to give their consent to the <i>Employer</i> to obtain the relevant information from the SAPS.</li> <li>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</li> </ul>



Activity Description	Service Manager /	Contractor	Requirements	Planning	Additional Notes
					<p>INPO (USA citizens only) is dated within three months of their required access date.</p> <ul style="list-style-type: none"> <li>Persons with a criminal background that is deemed to be a security risk to the Affected Property are not to be considered for employment by the <i>Contractor</i>.</li> <li>The <i>Contractor's</i> employee will be in possession of the proof of criminal history when he/she arrives on the Affected Property to start the FFD process.</li> </ul>
Complete Man Job Spec Form	X	X	Contractor to complete with Service Manager	Contractor's own planning	<ul style="list-style-type: none"> <li>The <i>Contractor</i> ensures that an occupational health services job specification form is completed, in conjunction with the <i>Service Manager</i>, for each of his employees and all signatures are obtained before the health assessment is arranged.</li> <li>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.</li> <li>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</li> </ul>

Activity Description	Service Manager /	Contractor	Requirements	Planning	Additional Notes
					on the Affected Property to start the FFD process.
Drug Test		X	Negative drug test to be presented before registration takes place	Contractor's own planning	<ul style="list-style-type: none"> <li>• Terminate Process Hold Point</li> <li>• <i>Contractor</i> ensures that their employees have been tested for drugs before they arrive on the Affected Property to start the FFD process. Persons with a positive drug test result are not considered for employment by the <i>Contractor</i>.</li> <li>• Persons with positive drug tests will not be allowed to register for the FFD process.</li> <li>• The <i>Contractor's</i> employees must be in possession of the drug test results when he/she arrives on the Affected Property to start the FFD process.</li> </ul>
Health Assessment		X	Medical examination to be presented before registration takes place	Contractor's own planning	<ul style="list-style-type: none"> <li>• Terminate Process Hold Point</li> <li>• The <i>Contractor</i> ensures that all his employees complete a health assessment before they arrive on the Affected Property to start the FFD process. The occupational health services job specification form is required by the occupational health practitioner for the health assessment.</li> <li>• Applicants that are not declared fit to do the work specified in the occupational health</li> </ul>

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

Activity Description	Service Manager /	Contractor	Requirements	Planning	Additional Notes
					<ul style="list-style-type: none"> <li>The <i>Contractor's</i> employee must be in possession of the original work permit when he/she arrives on the Affected Property to start the FFD process.</li> </ul>
Registration on FFD System	X	X		<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li><i>Contractor's</i> employees are registered 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>. The <i>Service Manager</i> is responsible to arrange this activity. Registration is only performed if the <i>Contractor's</i> employee is in possession of all the documentation required for registration</li> <li>If the <i>Contractor's</i> employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.</li> </ul>
Training Requirements Form	X	X	<i>Service Manager</i> and <i>Contractor</i> to supply	<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li>The scope of each <i>Contractor</i> employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence.</li> <li>All <i>Employer</i> training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical assessments as</li> </ul>

Activity Description	Service Manager /	Contractor	Requirements	Planning	Additional Notes
					<p>identified for the Service Information are not allowed to continue with the FFD process and shall be required to leave the <i>Affected Property</i>.</p> <ul style="list-style-type: none"> <li>• The <i>Service Manager</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 the Affected Property is considered.</li> <li>• The <i>Contractor's</i> employee must be in possession of the training requirements form when he/she arrives on the Affected Property to start the FFD process.</li> </ul>
FFD Bookings	X	X		<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li>• <i>Contractor's</i> 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>.</li> </ul>
Non-Disclosure Agreement		X	All <i>Contractor</i> employees are required to sign a non-disclosure agreement	<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li>• 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.</li> </ul>
Security Permit Application	X	X	<i>Service Manager</i> and	<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li>• The <i>Contractor</i> ensures that a security permit application form is</li> </ul>

Activity Description	Service Manager / Contractor	Contractor	Requirements	Planning	Additional Notes
			Contractor 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"> <li>It is important that the form is completed by the <i>Contractor</i> in conjunction with the <i>Service Manager</i>. The form identifies the security areas that the <i>Contractor's</i> employee is required to enter for the execution of the tasks.</li> <li>The <i>Contractor's</i> employees must be in possession of the security permit application when he/she arrives on the Affected Property to start the FFD process.</li> </ul>

### 5.1.3 Fraudulent Documents

The *Contractor's* employees that have presented fraudulent documentation are permanently denied access to the Affected Property.

### 5.1.4 False Declarations

The *Contractor's* employees that have made false declarations are permanently denied access the Affected Property.

### 5.1.5 FFD requirements after registration takes place

Activities to be performed after the *Contractor's* arrival at the Affected Property:

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
Enrolment on FFD System	X	X	<i>Contractor's</i> employees shall be enrolled on the <i>Employer's</i>	10 min	<ul style="list-style-type: none"> <li>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.</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			FFD system by the Security Group when they arrive the Affected Property.		
Drug Test	X	X	All the <i>Contractor's</i> employees are required to perform a drug test administered by the <i>Employer</i> . This test will be done notwithstanding the test done by the <i>Contractor</i> .	30 min	<ul style="list-style-type: none"> <li>The <i>Contractor's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Affected Property and will be denied access for at least 12 months.</li> </ul>
Criminal History Verification	X	X	All <i>Contractor</i> employees that apply for a security permit to access the <i>Affected Property</i> are required to give consent to the <i>Employer</i> to verify their criminal background. This activity is performed on the Affected Property by the <i>Employer's</i> Security staff	30 min	<ul style="list-style-type: none"> <li>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.</li> <li><i>Contractor</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the <i>Affected Property</i></li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			for South African citizens by the taking of a set of finger prints and forwarding same to the SAPS for verification.		
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 the Affected Property will be verified to ensure that all requirements have been met.	30 min	The duration of this activity is approximately 30 minutes
Induction Training including: <ul style="list-style-type: none"> <li>• SIT</li> <li>• PIT</li> <li>• FME (Generic)</li> <li>• Human Performance</li> </ul>	X	X	<ul style="list-style-type: none"> <li>• <b>Site Induction Training (SIT)</b> <i>Contractor</i> employees that are required to work outside the protected area of KOU are required to complete</li> </ul>	8 hours	<ul style="list-style-type: none"> <li>• <b>Site Induction Training (SIT)</b> The SAT course is designed for persons working only in the OCA and the LAA. Their security permits will not allow them access to the protected area of KOU. <i>Contractor</i> employees that do not successfully complete the SIT course shall not be allowed access to the Site.</li> <li>• <b>Plant Induction Training (PIT)</b></li> </ul>



Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			<p>the SIT course before work may commence.</p> <ul style="list-style-type: none"> <li> <b>Plant Induction Training (PIT)</b>  <i>Contractor</i> employees who are required to work inside the protected area of KOU are required to complete the Plant Access Training (PAT) course before work may commence. </li> <li> <b>Foreign Material Exclusion Training (FME)</b>  <i>Contractor</i> employees coming to site that require access to FME zones or will perform any </li> </ul>		<p><i>Contractor</i> employees that do not successfully complete the PIT course are not allowed access to the Site.</p> <p><i>Contractor</i> employees required to perform work in the intake basin are required to pass the PIT</p> <ul style="list-style-type: none"> <li> <b>Foreign Material Exclusion Training (FME)</b>  The Foreign Material Exclusion Awareness (FME) Training has been incorporated into the PIT training and applicants that are required to work inside the protected area of KOU shall also complete the TECHNICAL FME training component before work may commence. <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 </li> <li> <b>Human Performance Training (HP)</b>  <i>Contractor</i> employees that do not successfully complete the HP course are not allowed access to Site.  <i>Contractor</i> employees required to perform work in the intake basin </li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			<p>hands-on work on the plant are required to complete this training.</p> <p>• <b>Human Performance Training (HP)</b></p> <p><i>Contractor</i> employees that are required to work inside the protected area of KOU shall complete the Human Performance Training (HPT) before work may commence.</p>		are required to pass the HPT course.
Induction to Working at	X	X	<p>• <i>Contractor</i> employees</p>	8 hours	• Only if required

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
Heights / Material Handling			are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered.		<ul style="list-style-type: none"> <li>Failure to successfully complete the Working at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited</li> </ul>
Radiation workers Training	X	X	<ul style="list-style-type: none"> <li>Contractor employees are required to successfully complete the required radiation worker training before access to radiation zones is considered.</li> </ul>	3 days	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the radiation training shall result in access to radiation zones being restricted</li> </ul>
Induction to Confined Space	X	X	<ul style="list-style-type: none"> <li>Contractor employees are required to successfully complete the required confined space training before access to confined</li> </ul>	2 hours	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the confined space training will result in access to confined space being restricted</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			space is considered.		
Supervisor Training	X	X	<ul style="list-style-type: none"> <li>Contractor employees are required to work as supervisors must successfully complete the required Supervisor training before work is considered.</li> </ul>	2.5 days	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the supervisor training will result individual being prohibited to do supervision</li> </ul>
Final acceptance and Issuing permit	X	X	<ul style="list-style-type: none"> <li>All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group.</li> </ul>	30min	

### 5.1.6 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	<a href="mailto:Magda.VanZyl@lifehealthcare.co.za">Magda.VanZyl@lifehealthcare.co.za</a>

Incon	Benita Du Preez	021 975 2694 ext. 2001	<a href="mailto:benita@incon.co.za">benita@incon.co.za</a>
OCSA	Sibusiso Ngubane	0219810141	<a href="mailto:sibusison@ocsa.co.za">sibusison@ocsa.co.za</a>
EOH	Pam Kinnock	0212527750	<a href="mailto:Pam.Pinnock@eoh.co.za">Pam.Pinnock@eoh.co.za</a>
Fair Care Health	Colleen Paul	021 552 1377 I	<a href="mailto:hmalaka@msn.com">hmalaka@msn.com</a>

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.

#### 5.1.7 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 Affected Property
- 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.

#### 5.1.8 Exit procedure

The *Contractor* and the *Service Manager* 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.

#### 5.1.9 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 ACP-1. All temporary worker/visitors permits are issued at ACP-1.

#### 5.1.10 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.

#### **5.1.11 Prohibited/unauthorised items on the Affected Property**

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 the Affected Property, 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 the Affected Property.

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 Access Training Course (PAT). It is the responsibility of each of the *Contractor's* employees to ensure compliance and to refrain from bringing prohibited/unauthorised items onto the Affected Property.

#### **5.1.12 Vehicles and tools/equipment**

All equipment and tools are subject to a security screening before they are allowed on the Affected Property. All equipment and tools must be listed and specified before they are brought on Affected Property. This list will serve as evidence for removal permits upon Completion of the *service*. Vehicles are only allowed on Affected Property if justification is provided to the *Service Manager* that such a vehicle is essential to provide the *service*.

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

#### **5.2.1 People**

The *Employer's* standard for management and control of supplemental workers at KNPS is document in KSA-119 Rev 2.

The *Contractor* employs in and about the provision of the *services* only such persons that are careful, competent and efficient in their several trades and callings, to achieve nuclear safety, and the *Employer* reserves the right to object to and require the *Contractor* to remove from the *services*, forthwith, any person employed by the *Contractor* in or about the provision of the *services* who, in the opinion of the *Service Manager*, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the *services* without the written permission of the *Service Manager*.

The *Contractor*, in and about the provision of the *services*, provides evidence of skills assessment (including qualifications) for its entire staff. *Contractor* staff has to conform to the minimum qualification and experience as stipulated in price list C2.2. for the positions that they fulfil. The *Contractor's* project manager is trained on the TSC3 prior the *access date*. Any personnel that do not meet the requirements will have their access to the Affected Property revoked.

The *Contractor* ensures that the *Contractor's* employees are reasonably fluent in the language of the contract. The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its *Contractors* and Sub-*Contractors* or their employees who may be involved. All radiation workers comply with such radiation protection standards as is required by the *Employer*.

### 5.2.2 Key personnel

The *Contractor* ensures that all key personnel requiring access to Affected Property meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these staff members also meet such requirements as the National Nuclear Regulator may stipulate from time to time.

During any *services* on the Affected Property, the *Contractor* ensures continuous Affected Property supervision of the *services* by its supervisors as specified by the scope of supply.

The *Contractor* provides orientation and technical training for all key personnel requiring access to the Affected Property 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 *Employer's* Affected Property from time to time, which is available on request.

The following are considered key persons by the *Employer* and the *Contractor* submits a brief CV with associated records of qualification and related experience at the Contract Date:

### 5.2.3 Emergency mustering, accountability and evacuation

Due to the nature of the Affected Property, 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 Affected Property. The accountability list is handed to the *Service Manager* each time a change occurs.

The *Contractor* ensures that his Affected Property 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.

### 5.2.4 Affected Property hours

The *Employer's* working hours is stipulated below:

Mon - Thurs: 07h30 - 16h35

Fri: 07h30 - 13h35

Friday at the end of the month : 07h30 - 12h00

Outages:

Monday - Sunday: possible 24 hour cover. This is subject to *Employer* approval.

The *Contractor* takes due cognisance of the *Employer's* working hours whilst providing the *service* and performs regular reporting of person hours worked on a monthly basis to the *Service Manager*.

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

The *Employer* maintains a first aid and clinic facility which is available for treating minor medical problems. *Contractors* are permitted to make use of this facility at their own expense provided that they appear during prescribed consulting hours and are duly authorised by the *Contractor* supervisor. Emergency treatment is provided as needed. Casualty facilities are available at hospitals within a 25km radius.

### **5.4 Environmental controls, fauna & flora**

The *Contractor* ensures that all plant and materials, *services* and work supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications.

### **5.5 Cooperating with and obtaining acceptance of others**

#### **5.5.1 The *Contractor*:**

- Handles all formal communication between the *Contractor* and the *Employer* through the *Service Manager*, as applicable to the TSC. All communication references the contract number and the title of the contract issued by the *Employer*.
- Conducts informal day-to-day verbal communications with others as necessary for the purpose of providing the *service*.
- Maintains an up to date record of the receipt and submission of all communication related to providing the *service*.

#### **5.5.2 Co-operation with others and standard of the *Service*:**

All *services* are subject to, at any given time, inspections by various *Employer* groups, i.e. Safety Risk Management, Fire Risk Management, Engineering, Licencing, and Quality Assurance/Quality Control.

#### **5.5.3 In Providing the Services, the *Contractor*:**

- Shares the Affected Property with Others and maintains a harmonious relationship at all times with, and co-operates with the *Employer* and Others and their employees who may be working in the same area or on the same system.
- The *Contractor* takes the lead to interface the *services* with the activities of the *Employer* and Others. The *Contractor* is expected to chair any interface meetings, as may be required.
- Makes available the assignees and key people timeously for providing the *services*.
- Makes it his business to gain sufficient understanding relevant to these *Services* and of the *Employer's* mission and objectives.



- Seeks out everything necessary to identify those matters that fall fully or partially within the scope of the *service*, whether or not such matters are addressed in the description of the *service* or in the Service Information or in other requirements for the *service* stated from time to time.
- Brings to the attention of the *Employer* any additional *service* that the *Contractor* believes should be performed by him in keeping with sound professional practice.
- Notifies the *Employer* of any matter that the *Contractor* disagrees with or cannot resolve to his satisfaction.
- Co-operates at any time with others (e.g. an independent person) appointed by the *Employer* to review work done by the *Contractor* in providing the *service*.
- Co-operates and provides information as required by the *Employer* for issues affecting the *service*, but outside the scope of the *service*.

## 5.6 Equipment provided by the *Employer*

For the purpose of expediting the *service*, the *Employer* will not be providing any equipment except special equipment for radiation areas (as applicable)

Any special equipment for *services* in radiological areas are furnished by the *Employer* at no cost to the *Contractor* except if specified otherwise in the Service Information or unless otherwise agreed by the *Service Manager* and the *Contractor*.

Any additional special Equipment furnished by the *Contractor* which in the *Employer's* opinion cannot be recovered (whether decontaminated or not), is charged to the *Employer* at its replacement value which value is determined by mutual agreement between the *Service Manager* and the *Contractor* at the time when the Equipment is furnished by the *Contractor*. The *Service Manager* and the *Contractor*, by mutual agreement decide whether or not any such Equipment can still be used, notwithstanding that it has been contaminated.

## 5.7 Site services and facilities

### 5.7.1 Provided by the *Employer*

#### 5.7.1.1 Electric power supplies

Electric power for *services* on the Affected Property is supplied free of charge. All installations comply with the details set out under Construction Power Supplies, OH&SA (Act 85 of 1993).

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Electrical supply point	X		<ul style="list-style-type: none"> <li>Power supply points will be made available to which the <i>Contractor</i> interfaces for his power requirements. Three levels of power supplies are available:</li> </ul>	As required	The <i>Employer</i> does not guarantee continuity of supply and no compensation events for standing time as a result of power failures will be considered.

Activity description	Service	Contractor	Requirements	Planning	Additional notes
			<ul style="list-style-type: none"> <li>• 220V AC rated at 15 A at various positions on the Affected Property,</li> <li>• 380V AC three phase rated at 32 A without neutral at various positions on the Affected Property,</li> <li>• 6.6 KV AC three phase at various positions on the Affected Property.</li> </ul>		
Electrical leads and adapters / connectors and (where required) distribution system.		x	<ul style="list-style-type: none"> <li>• All leads, plugs, connections and adapters shall be in good working order and comply with the requirements of the OH&amp;S Act.</li> <li>• All portable electrical equipment used by the <i>Contractor</i> is clearly marked; regularly inspected for safety and a register kept of these inspections as required by the OH&amp;S Act. Defective equipment is removed from the Affected Property until restored to a good working order by the <i>Contractor</i>.</li> <li>• The <i>Employer</i> provides and maintains an electrical distribution system (including temporary wiring, cabling, distribution boards, protection, metering etc.) to lead</li> </ul>	As required	The <i>Service Manager</i> reserves the right to stop the <i>Contractor's</i> use of any electrical equipment or appliance that in the <i>Service Manager's</i> opinion does not conform to the foregoing safety requirement.

Activity description	Service	Contractor	Requirements	Planning	Additional notes
			power from the <i>Employer's</i> supply point, to where it is required. On Completion the <i>Contractor</i> removes all such temporary distribution systems (included as part of the Service Plan).		

#### 5.7.1.2 Lighting

Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
Temporary local lighting		X	<ul style="list-style-type: none"> <li>Where applicable, temporary local lighting in accordance with the safety requirements of the OH&amp;S Act.</li> </ul>	As required	

#### 5.7.1.3 Water

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Water supply point for services	X		<ul style="list-style-type: none"> <li>Potable water is supplied at standard tapping points.</li> </ul>	As required	The <i>Employer</i> takes no responsibility for disruptions in the supply of water.
Water supply hoses, connectors, piping and temporary plumbing and pumps.	X		<ul style="list-style-type: none"> <li>All devices shall be in good working order and comply with the requirements of the OH&amp;S Act.</li> <li>Others will provide and maintains all pipework and temporary plumbing and pumps necessary to lead the</li> </ul>	As required	

Activity description	Service	Contractor	Requirements	Planning	Additional notes
			water from the <i>Employer's</i> points of supply to the various points where it is required. On Completion Others will remove such pipework, temporary plumbing and pumps (included in the Work Plan).		

#### 5.7.1.4 Sanitary facilities

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Sanitary facilities	X	X	<ul style="list-style-type: none"> <li>The <i>Contractor</i> is allowed access to and use of the <i>Employer's</i> existing sanitary facilities.</li> <li>The <i>Contractor's</i> personnel maintain a clean condition of these facilities.</li> <li>Should temporary sanitary facilities be required, the <i>Employer</i> provides these with two (2) weeks' notice period ,</li> </ul>	Not applicable	

#### 5.7.1.5 Office and personal equipment

Activity/ description	Service	Contractor	Requirements	Planning	Additional notes
Supply of phones, fax machine and computers including the microwave or radio link for connection to the external internet networks.	X	X	Where applicable, the <i>Employer</i> will provide telephone equipment to the <i>Contractor</i> as needed for the <i>service</i> .	In accordance with <i>Accepted Plan</i>	<ul style="list-style-type: none"> <li>No cellular, mobile phones or tablets are allowed on the Affected Property.</li> <li>Telephone, fax, and LAN line account payments is for the <i>Contractor's</i> account</li> <li>The <i>Contractor</i> supplies the consumables required to provide the <i>service</i>.</li> <li>The <i>Contractor</i> shall provide and his use own tools, special equipment, IT hardware and software, PPE including COVID-19 face masks, stationery and acquire all necessary licences, permits and authorisations required to perform the <i>services</i>.</li> <li>The <i>Employer</i> will supply a LAN connection, cable and LAN usernames access for the <i>Contractor's</i> access to the <i>Employer</i> documents.</li> <li>The <i>Contractor</i> will provide his own internet access.</li> </ul>

#### 5.7.1.6 Canteen and snack bar

<u>General Specifications:</u>					
Activity/ description	Service	Contractor	Requirements	Planning	Additional notes
Canteen, snack bar and vending supplies	X		<ul style="list-style-type: none"> <li>The <i>Employer's</i> canteen and snack bar may only be used on a cash basis.</li> <li>The <i>Contractor</i> supplies vending machines if required.</li> </ul>	Not applicable	

## 6 Specifications and data item descriptions

Documents which have relevance or serve as guiding reference, are:

Specific specifications and data item descriptions:	
32-421	32-421 Eskom cardinal rules - The employer takes a zero tolerance stance to the violation of these rules
DSG318-087	Quality requirements for the procurement of assets, goods and services
335-2	Koeberg Nuclear Power Station Management Manual
240-82737649	Generation Project Life Cycle Model Subset (Gx PLCM Subset)
KSA-119	<i>Contractor</i> control at Koeberg Nuclear Power Station
32-136	Construction safety, Health and Environmental management
KAA-500	The process for controlled procedures
KAA-501	Project Management Process for Koeberg Nuclear Power Station Modifications
KAA-559	Contracting process
KAA-611	Emergency mustering accountability and evacuation
KAA-632	ALARA Programme
KAA-647	Control of non-routine testing

Specific specifications and data item descriptions:	
KAA-648	Administration and responsibilities for requalification testing
KAA-667	Processing a permit to work
KAA-785	Safety, health and environmental audits at Koeberg Nuclear Power Station
KGA-067	Safety, health and environmental risk assessment guide
KGA-073	SHE specification guideline
KSA-011	The requirements for controlled documents
KSA-109	Requirements for access authorisation to Koeberg Nuclear Power Station
KSA-119	Management and control of supplemental workers Koeberg Nuclear Power Station
32-1033	Eskom's Procurement and Supply Chain Management Policy
32-1034	Eskom procurement and supply chain management procedure
GGP 0565	Projects / Expenditure Planning and approval Process
GGP 0215	Accounting Treatment of Plant Replacement and Renewal
GGP 0462	Quality requirements for Works Under Construction
GGP 0215	Treatment of Plant Replacement
GGD 1503	Generation contract Management Directive
32-104	Foreign exchange control policy.
OPR 3305	Plant Safety Regulations
OPG 0159-21	Generation evaluation of projects
ISO 9001	Quality Assurance
NQA-1:1994	Quality Assurance Requirements for Nuclear Facility Applications
BS 6079 – 1	Project Management. Guide to Project Management
BS 6079 -- 2	Project Management. Vocabulary
BS 6079 – 3	Project Management. Guide to the Management of Business Related Risk.

Specific specifications and data item descriptions:	
OHSA	Occupational Health and Safety Act of 1993 of South Africa
NEC	NEC contract management principles.
PIP	The approved Project Implementation Plan.
General	Eskom Holdings SOC Ltd directives, standards and guides applicable to project management.
General	Best practices followed by the <i>Contractor's</i> fraternity
General	Generation Division's financial procedures and directives.
240-66691512	Process Control Manual (PCM) for Execute Project Contracts
240-66691800	Process Control Manual (PCM) for Establish Project Contract Environment
240-66691362	Process Control Manual (PCM) for Close-Out Project Contracts
RD-0034	Quality and Safety Management Requirements for Nuclear Installations

The list above is indicative and may be updated or replaced during the course of the contract.



**Part 4: Affected Property Information****1. Topographical****1.1. Location of the Affected Property**

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

After the turn off, the access route follows the main access road to KOEBERG.

**1.2. Security check points**

Prior to access to Site, there are two security check points (Public Exclusion Boundaries), viz. at the entrance from the R27 and at the entrance from Duynefontein. Security access is through ACP-1.

Reference	Rev	Page
DSG-318-087	1	13 of 13

  

## APPENDIX A

### Supplier's Quality Programme Requirements

**Order No:** \_\_\_\_\_ **Station/BU:** KOEBERG OPERATING UNIT

**Title:** Modifications to support the steam generator replacement project at Koeberg nuclear power station **QUALITY LEVEL:** Q2/L3

  

		Tick (✓) as applicable	
		YES	NO
ISO 9001	Quality Management System - Certified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ISO 9001	Quality Management System – Compliance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
QA/QC Programme	Formal Quality Assurance and inspection Programme accepted by Eskom- such formal control shall consist of the appropriate work procedures (e.g. procurement, receipt inspection, storage, handling processes, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ASME NQA-1	Quality Assurance Program Requirements for Nuclear Facilities Applications - Compliance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IAEA-GS-R-3.	The Management System for Facilities and Activities, - Compliance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32-631 and KSA-037	Eskom approval of personnel performing quality related special processes on all Eskom plant: — for use when non-destructive testing, welding or corrosion protection forms part of the manufacturing or certification processes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32-632	Requirements for Non-Destructive Testing (NDT) in Eskom Plants	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Documents which shall be prepared on implementing quality programme requirements:**

1) Contract Quality Plan (ISO 10005)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Quality Control Plans (ISO 10005)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Data books for boilers, pressure vessels and alloy and high pressure/temperature pipe work systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Documents which shall be consulted on implementing quality programme requirements:**

1) NEC Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) DSG-310-087	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) TRS requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

  

Compiled by (Eskom)...A.Timotheus

Accepted by (Supplier): \_\_\_\_\_

Authorised by: \_\_\_\_\_

Date...2019-02-05.....

Date.....

Date.....

## Task Order

**Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis**

Task Order No. [•] *service* [•]

To:

[•].....

..

..... (*Contractor*)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per [•]  
week

Please submit your price and programme proposals below.

Signed:

Date

(for *Employer*)

Total of Prices for items of work on the Price List (details attached)

R. \_\_\_\_\_

Total of Prices for items of work not on the Price List (details attached).

R. \_\_\_\_\_

Total of the Prices for this Task Order R \_\_\_\_\_

The programme for the Task is ..... [ref] (attached)

Signed:

Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed:

Date:

(for *Employer*)