



**NEC3 Term Service Contract (TSC3)**

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

**and** **[Insert at award stage]**  
**(Reg No. \_\_\_\_\_ )**

**for** **The provision of nuclear fuel handling services for**  
**Koeberg Nuclear Power Station**

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**CONTRACT No.** **[Insert at award stage]**

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## **PART C1:        AGREEMENTS & CONTRACT DATA**

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	[to be inserted from Returnable Documents at award stage]		

# C1.1 Form of Offer & Acceptance

## Offer

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

### The provision of nuclear fuel handling services for Koeberg Nuclear Power Station

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 or C	The offered total of the Prices exclusive of VAT is	R [•]
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

<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*.

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for        the  
Employer**

.....  
(Insert name and address of organisation)

Name        &  
signature    of  
witness       

Date

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

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

Note:

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

No.	Subject	Details
1	<b>No applicable</b>	

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

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

**For the tenderer:**

**For the Employer**

Signature _____ Name _____ Capacity _____ On behalf of <i>(Insert name and address of organisation)</i> _____  Name & signature of witness _____ Date _____	_____ _____ _____ <i>(Insert name and address of organisation)</i> _____  _____ _____
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# C1.2 TSC3 Contract Data

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

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left-hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "■" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
■	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
■		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X18: Limitation of liability</b>
■		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):	<b>Nomfusi Gumede</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)

	Address	<b>Private Bag X10, Kernkrag, Republic of South Africa, 7440</b>
	Tel	<b>021 5505775</b>
	Fax	<b>N/A</b>
	e-mail	<b>gumedenl@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Koeberg Nuclear Power Station</b>
11.2(13)	The <i>service</i> is	<b>The provision of nuclear fuel handling services for Koeberg Nuclear Power Station</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Matters notified under early warning procedure</b></li> <li>• <b>Matters that arise from risk reduction meetings</b></li> <li><b>[•]</b></li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> <li>• <b>Non-Outage period: two (2) weeks</b></li> <li>• <b>Outage period: twenty-four (24) hours</b></li> </ul>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>Not Applicable</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 December 2025</b>
30.1	The <i>service period</i> is	<b>5 years</b>
<b>4</b>	<b>Testing and defects</b>	<b>NEC3 Term Service Contract April 2013</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 24th and 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>Four (4) weeks.</b>
51.4	The <i>interest rate</i> is.	<b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b>

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	<b>Compensation events</b>	As per NEC3 Term Service Contract April 2013
7	<b>Use of Equipment Plant and Materials</b>	As per NEC3 Term Service Contract April 2013
8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. [●] 2. [●] 3. [●]
9	<b>Termination</b>	As per NEC3 Term Service Contract April 2013.
10	<b>Data for main Option clause</b>	
A	<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 <i>service</i> at intervals no longer than	<b>Two weeks.</b>
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).  Address <span style="float: right;">South Africa</span>

W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>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.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

## 12 Data for secondary Option clauses

<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	<b>85% variable and 15% fixed accordingly to Siefesa rates for labour</b>
<b>X2</b>	Changes in the law	As per NEC3 Term Service Contract April 2013
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</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>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b>

		<ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>[6] months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>[7] days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's*

obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

#### **Z4 Confidentiality**

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

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

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his

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

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

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

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

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**Z9 Employer's limitation of liability**

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

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

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

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

**Z11 Ethics**

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

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

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

Affected Party to act unlawfully or illegally,

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

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

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

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

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

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

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

Z11.2 The *Employer* may terminate the *Contractor’s* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor’s* obligation to Provide the Services for this reason.

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

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

**Z12 Insurance**

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

**Insurance cover**

83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the	The replacement cost where not covered by the <i>Employer’s</i> insurance.

<i>Employer's property</i>	The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance.  The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
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	<b><u>Loss of or damage to property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

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

**Insurance by the Employer** 86

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum li of indemnity</b>
Assets All Risk	Per the insurance policy document

Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z13 Nuclear Liability**

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

**Z14 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

- Compliance Monitoring** means Ccompliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard’s requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard’s requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Employer’s* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (“Asbestos Regulations”). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor’s* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor’s* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer’s* expense, and conducted in line with South African legislation.



## C1.2 Contract Data

### Part two - Data provided by the Contractor.

#### Notes to a tendering contractor:

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

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

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

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

Experience:

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

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

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

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

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

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

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

### 2. 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.

### 3. Link to the *Contractor's* plan

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

### 4. Preparing the *price list*

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

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

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

#### **4.1. Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

### A: Resources

TENDERING PRICE LIST					
Category	Supervisors	Experienced FH	Fuel Handler	Trainee FH	
Rate/hour					
Number of employees	2	6	6	4	
TOTAL TENDERED RATES	R -	R -	R -	R -	<b>R -</b>
<p><b>PLEASE COMPLETE RATE PER HOUR</b>  <b>FFD CAPPED AT 4HRS</b>  <b>OVERTIME 1 CALCULATED AT 1.5 HRS</b>  <b>OVERTIME 2 CALCULATED AT 2.0 HRS</b>  <b>ESCALATION IS PER CLAUSE X1</b>  <b>NO OVERTIME FOR TRAINING</b></p>					

**B: Services**

Dates Aligned to Rev75 of the 10 Year Production Plan

ACTIVITIES	DURATION (HOURS)	SUPERVISOR RATE	SUPERVISOR TOTAL	EXPERIENCED FUEL HANDLER RATE	EXPERIENCED FUEL HANDLER TOTAL	FUEL HANDLER RATE	FUEL HANDLER TOTAL	FUEL HANDLER IN TRAINING RATE	FUEL HANDLER IN TRAINING TOTAL	TENDERING PRICE	ASSUMPTIONS
<b>2026</b>											<b>PRIOR TO PROVIDING COSTING PLEASE NOTE THE FOLLOWING ASSUMPTIONS:</b>  SIPPING: PER SHIFT - 2X SUPERVISORS - 7X FUEL HANDLERS (2X EXPERIENCED FH; 4X FUEL HANDLERS; 1X FH IN TRAINING)  CASK LOADING: PER SHIFT - 2X SUPERVISORS - 14X FUEL HANDLERS (6X EXPERIENCED FH; 6X FUEL HANDLERS; 2X FH IN TRAINING)
Sipping 128	544										
Cask Loading 227	184										
Fuel Movement 227	135										
Outage 227	1048										
Fresh Fuel Reception 128	204										
Cask Loading 227	180										
Outage 128	388										
<b>TOTAL</b>										<b>R0</b>	
<b>2027</b>											FUEL MOVEMENT: PER SHIFT - 2X SUPERVISORS - 7X FUEL HANDLERS (2X EXPERIENCED FH; 4X FUEL HANDLERS; 1X FH IN TRAINING)  OUTAGE: PER SHIFT - 2X SUPERVISORS - 14X FUEL HANDLERS (6X EXPERIENCED FH; 6X FUEL HANDLERS; 2X FH IN TRAINING)
Sipping 228	540										
Fresh fuel reception 228	204										
Cask loading 228	180										
Outage 228	388										
Fresh fuel reception 129	204										
<b>TOTAL</b>										<b>R0</b>	
<b>2028</b>											FRESH FUEL RECEPTION: PER SHIFT - 2X SUPERVISORS - 14X FUEL HANDLERS (6X EXPERIENCED FH; 6X FUEL HANDLERS; 2X FH IN TRAINING)  <b>SERVICES MAY INCLUDE SHIFT WORK.</b>

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER \_\_\_\_\_  
 THE PROVISION OF NUCLEAR FUEL HANDLING SERVICES FOR KOEBERG NUCLEAR POWER STATION

Sipping 129	540											
Cask loading 129	180											
Fuel Movement 129	139											
Outage 129	568											
Fresh fuel reception 229	253											
<b>TOTAL</b>												<b>R0</b>

<b>2029</b>												
Cask Loading 229	180											
Fuel Movement 229	135											
Outage 229	568											
Sipping 130	540											
Fresh fuel reception 130	208											
Cask Loading 130	180											
Fuel Movement 130	139											
<b>TOTAL</b>												<b>R0</b>

<b>2030</b>												
Outage 130	388											
Sipping 230	540											
Fresh fuel reception 230	208											
Cask Loading 230	180											
Fuel Movement 230	135											
Outage 230	388											
<b>TOTAL</b>												<b>R0</b>

**TOTAL**

**R0**



## PART 3: SCOPE OF WORK

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C3.1 C3.2	This cover page <i>Employer's Service Information</i> <i>Contractor's Service Information</i>	1
	Total number of pages	

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

# 1 Description of the service

## 1.1 Executive overview

Reactor Fuel Engineering (RFE) is mandated to establish and maintain the basis for safe nuclear fuel operation in line with the operating specifications. Thus, fuel handling operations form part of the RFE mandate.

Fuel handling services are regarded as critical as it involves direct manipulation of nuclear fuel. These services are required during both maintenance and refuelling outages. During an outage the activity entails unloading of the reactor core to allow drain down for statutory maintenance interventions to be executed. Following this maintenance period, the core needs to be replenished with a fuel batch that consists of one third fresh assemblies. This newly loaded core will supply the necessary energy for the reactor to operate for a full cycle, according to the 10 Year Production plan requirements. Outside outage periods, fuel handling services involve the receipt of fresh nuclear fuel in specialised nuclear fuel containers. The new nuclear fuel has to be shunted, unpacked, inspected and stored in dry storage racks. Furthermore, other services include handling, inspection and loading of spent nuclear fuel into dry storage casks.

Fuel handlers perform all of the above activities and play a crucial role to ensure that these activities, which involves the direct handling of the first protection (fission) barrier, are executed with the necessary due diligence and with nuclear safety as the overriding consideration. RFE requires the Nuclear Fuel Handling Services contract as this forms part of the nuclear strategic support services for Koeberg Nuclear Power Station (KNPS).

## 1.2 Employer’s requirements for the service

The Nuclear Fuel Handling Services will be required to drive the Fuel Handling equipment (PMC) crane both in reactor and fuel buildings during unloading and reloading of the core. In between unload and reload, Nuclear Fuel Handlers are required in the fuel building for fuel permutations which involves manipulation of fuel handling tools. Outside outages fresh fuel assemblies are delivered at Koeberg, this work includes shunting of fresh fuel containers from 0 m to 20 m fuel building, unpacking, and storing of fresh fuel assemblies.

The Nuclear Fuel Handlers' activities are as follows:

- Drive the PMC crane in the spent fuel pool in the fuel and reactor buildings.
- Move fuel from the spent fuel pool to the transfer channel.
- Control the transfer compartment.
- Move fuel from transfer channel into the reactor.
- Operate the fuel handling tools in the spent fuel pool.
- Load the fuel handling sequence on the PMC both in the reactor and fuel buildings.
- Understand and resolve fuel handling rules on the PMC crane.
- Shunt fuel containers in and out of fuel building.
- Operate fuel unpacking equipment.
- Open new fuel containers.
- Unpack new fuel into dry storage.
- Operate the new fuel elevator to transfer new fuel into the spent fuel pool.
- Load spent nuclear fuel into the dry casks.
- Sipping of spent nuclear fuel assemblies to check for fuel defects.
- Unpack new Rod Control Cluster Assemblies (RCCAs).

## 1.3 Interpretation and terminology

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

Term	Definition
Requirement	A condition or capability needed by a user to solve a problem or achieve an objective.

<b>Term</b>	<b>Definition</b>
<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>	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. The <i>Employer’s</i> contractors, NNR, <i>Service Manager’s</i> Authorised Inspection Agency (AIA), <i>Employer’s</i> consultants and consultants. 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.
<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”.
<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”.
<b>Zero Harm:</b>	“Zero Harm” means ensuring that the <i>Employer</i> operational activities do not inflict harm on <i>Employer’s</i> assets, its employees, contractors and members of the public affected by its operations, and the environment in terms of compliance obligations. Zero Harm is a value, which the organisation will strive towards by operating within its compliance obligations/legal and other requirements, continual improvement against set intended outcomes and reduction of its environmental footprint by avoiding incidents and minimising environmental degradation.
<b>Behaviour based</b>	<i>Contractor’s</i> behaviour (both safe and unsafe) systematically and in positive structured framework to create a healthier workplace safety culture in the organisation, which will result in improved health and safety performance.

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Explanation</b>
ACP	Access control Point
FFD	Fitness for Duty
IAEA	International Atomic Energy Agency
KNPS	Koeberg Nuclear Power Station
NNR	National Nuclear Regulator

Abbreviation	Explanation
RFE	Reactor Fuel Engineering
URS	User Requirement Specification
PMC	Fuel Handling and Storage
PPE	Personnel Protective Equipment
RCCA	Rod Control Cluster Assembly

## 2 Management strategy and start up.

### 2.1 The Contractor’s plan for the service

The Contractor provides suitably trained fuel handlers for each Task Order to the Employer on an as and when required basis to ensure the overall Fuel Handling Services scope is delivered safely, efficiently, and effectively for a period of 5 years.

### 2.2 Programming Constraints

The Contractor prepares and submits at the stated intervals, all programming documentation, the layout of which is subject to the Service Manager’s acceptance.

### 2.3 Management meetings

- The Contractor is required to attend progress and planning meetings as agreed between the Contractor and the Service Manager.
- The Contractor is required to attend tabletop workshops with the Employer’s representatives and Outage stakeholders.
- The Contractor is required to submit quarterly progress reports to the Service Manager for the duration of the services; and
- Progress reports to include but not limited to skill level of staff allocated to project, hours worked, total hours allocated, work completed (per Task Order issued), yearly look ahead, delays experiences, early warning reference number, risks, observations completed.

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

#### 2.3.1 Task-order kick-off meeting

Interval	Location		Attendance by:			
Once per task-order	KNPS or virtually		Service Manager, Employer, Contractor and Others as required			
Activity Description	Service Manager	Contractor	Requirements	Planning	Additional notes	
<ul style="list-style-type: none"> <li>• Establishing the project team</li> </ul>	X		<ul style="list-style-type: none"> <li>• The Service Manager notifies the names of Employer key persons to support the Contractor with the Provision of the Service, in terms of the Employer functions.</li> </ul>	Within 1 week after the issue of the Task Order.	At kick-off meeting with Employer’s Org structure.	

	<ul style="list-style-type: none"> <li>Notification, venue, agenda and support documentation</li> </ul>	X		<ul style="list-style-type: none"> <li>The <i>Service Manager</i> develops and notifies the agenda, venue and required support documentation for the meeting.</li> </ul>	Within 2 weeks after the issue of the Task Order.	An <i>Employer</i> systems engineer, operations representative and maintenance representative is present at the meeting.
	<ul style="list-style-type: none"> <li>Execution and Minutes</li> </ul>	X		<ul style="list-style-type: none"> <li>The <i>Service Manager</i> assumes chairmanship of the meeting, records and distributes the minutes of meeting.</li> </ul>	Within 5 days of the meeting	
	<ul style="list-style-type: none"> <li>Conclusion</li> </ul>	X	X	<ul style="list-style-type: none"> <li>This activity is complete upon acceptance of the minutes of the kick-off meeting by both Parties.</li> </ul>	In accordance with the Accepted Plan	Deliverable: Minutes of the kick-off meeting.

**2.3.2 Risk reduction meetings.**

Interval	Location	Attendance by:
Ad hoc	KNPS or virtually	<i>Service Manager, Employer, Contractor</i> and Others as required
At the risk reduction meetings items as prescribed in TSC Core Clauses 16.2 and 16.3 are discussed. The Risk Register is updated, by the <i>Service Manager</i> , and distributed within 5 days of the meeting.		

**2.3.3 Implementation meeting for specific progress and feedback**

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

**2.3.4 Meetings of a specialist nature**

Interval	Location	Attendance by:
Ad hoc	Any	<i>Employer's</i> personnel, the <i>Service Manager</i> , the <i>Contractor</i> and Others as required
Meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties, the nature and the progress of the <i>service</i> .		

**2.3.5 Post implementation meeting for feedback and review.**

Interval	Location	Attendance by:
Post unit implementation	KNPS or virtually	<i>Service Manager, Contractor Senior Manager</i> (not the <i>Contractor's</i> project manager), <i>Contractor's</i> project manager, <i>Employer's</i> personnel, Others as required
The post implementation meeting is held between the <i>Service Manager, Contractor</i> senior management, Outage control centre management and other line groups, to report on implementation issues and reviews. Share lessons learnt in order to ensure smooth implementation on the next implementation phase.		

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.

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

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

## **2.4 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.
- compile, and maintain site implementation documentation which includes SHE specifications, baseline risk assessment, and submit it for the *Employers* review and acceptance.
- 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*.

## 2.5 Provision of bonds and guarantees.

Not applicable

## 2.6 Documentation control

### 2.6.1 Documentation and record management

All documents shall be signed and approved by duly authorised and qualified personnel in accordance with the *Eskom'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.

## 2.7 Invoicing and payment

### 2.7.1 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)

## 2.7.2 Compensation events

### 2.7.2.1 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.

### 2.7.2.2 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.

### 2.7.2.3 Notification of Compensation Event

When a Compensation Event is notified, the *Contractor* must provide sufficient and sufficiently detailed information illustrating the exact or near to exact impact the Compensation Event has or will have on the *Contractor*, to enable the *Service Manager* to assess whether to call for a quotation or not. Adding to this the *Contractor* must state which Compensation event, under NEC3 TSC Clause 60.1 or X19.10, he believes it to be.

### 2.7.2.4 Quotation

A quotation is an assessment of the cost entitlement of a valid Compensation Event claim and a consequence of the *Service Manager* having agreed that the event is a Compensation Event.

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*.

## **2.8 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.

## **2.9 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.

## **2.10 Insurance provided by the Employer.**

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

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

### **2.11.1 Equipment**

Eskom will give all equipment for fuel handling.

## **2.12 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*.

## **2.13 Training workshops and technology transfer**

The contractor is to ensure that they have fuel handlers in training to ensure transoper of skill and succession planning

### 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.

- **Health and safety risk management**

- a) The Contractor shall comply with the health and safety requirements contained in OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the Operational risks and the contractor shall comply with the latest SHE Specification as amended at no cost.
- b) The OHSACT 37(2) agreement must be signed by Employer and Contractor/service provider's representatives.
- c) The Contractor OHS professional must conduct internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.
- d) The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.
- e) The Contractor may be selected during internal and/or external Eskom Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods and the contractor shall avail themselves for this audit.
- f) Below are minimum Safety requirements to be adhered to by contractors/service providers, to gain access to Koeberg Power Station:
  - i. Valid Medical fitness certificate
  - ii. Clearance from SAPS or accredited service provider linked to SAPS AFIS system not older than thirty (30) days
  - iii. Identification document (RSA ID or equivalent)
  - iv. National Drivers Licence (applicable to drivers)
  - v. Plant induction training.
  - vi. Adherence to the Eskom Life-saving rules 3 Buckle up and 4, Be Sober.

Rule	Description of rule
<b>3</b>	<b>BUCKLE UP</b> No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts
<b>4</b>	<b>BE SOBER</b> No person is allowed to be under the influence of intoxicating liquor or drugs while on duty.

- g) Applicable risk based Personal Protective Equipment
- h) Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing be expired. The contractor/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by Eskom.

- **Key Performance Indicators**

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

- a) Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS specification and applicable legislation as amended.
- b) Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
- c) Contractor must develop, Implement and monitor near miss reporting strategy / programme (reporting of near misses).
- d) Comply to Planned Job Observation programmes.
- e) Maintain Zero Fatalities for the duration of the contract.
- f) At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
- g) All incidents must be reported immediately or before the end of shift that the incident took place.
- h) All incident investigations must be completed within 30 days of the occurrence of an incident.
- i) Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
- j) Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM.
- k) Close Non-conformance as per the recommended time frames in SAP QIM.

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

- **Contract completion and sign-off.**

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

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

### **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.

### 3.3 Quality assurance requirements

The quality level of the work has been classified as a Q3/L3 service. The *Contractor* complies with the general quality requirements of 238-103 Revision 3 as applicable. The *Contractor* shall perform the specified scope of work in accordance with the requirements specified in User Requirement Specification (URS) RFE-URS-2025-43 as well as the documents listed in References.

- Contractor to submit a Personnel Selection Process document to indicate how personnel are recruited to meet the selection criteria stated in section 3.4 of the User Requirements Specification (RFE-URS-2025-43). E.g Process and criteria for the selection and evaluation of personnel.
- Contractor to submit a document used to manage non-conformances in instances where the tenderer did not meet the ESKOM requirements during the implementation of the works. E.g. Signed method statement or Non-conformance procedure.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed.

Refer to schedule of cost and hours.

#### 4.1.2 BBBEE and preferencing 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 4 applies to this tender; and
- The tender will be limited to EMEs and QSEs only.

#### 4.1.3 Supplier Development and Localisation (SD&L)

Table 1: SD&L Undertaking Proposal

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

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.

Sub-contracting 30% of the contract value to Black Owned EME and QSE designated group suppliers if feasible with preference given to such suppliers within the 16-kilometre GIS (stakeholder) radius of Koeberg, in order to aid the development of the limited supply of contractors in Fuel Handling Services.

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

Tenderers shall submit the following mandatory returnable for Subcontracting:

- Subcontracting agreement signed by both with subcontractors' company registration documents (CK and B-BBEE certificate or sworn affidavit) or
- Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. The Tenderer should sign both documents and the Sub-contractor(s) earmarked.

#### 4.2.3 Limitations on subcontracting

Tenderers shall subcontract a minimum of 30% of the contract value to the following designated groups:

- an EME or QSE which is at least 51% owned by black people.
- an EME or QSE which is at least 51% owned by black people who are youth.
- an EME or QSE which is at least 51% owned by black people who are women.
- an EME or QSE which is at least 51% owned by black people with disabilities.
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped area or townships.
- a cooperative which is at least 51% owned by black people.
- a EME or QSE which is at least 51% owned by black people who are military veterans.

#### 4.2.4 Nuclear safety

Although this is a Level 3 services, the *Contractor* is expected to comply with nuclear safety standards and procedures.

#### 4.2.5 Working on the Affected Property

Not applicable

#### 4.2.6 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 applicable latest Rev). 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 Affected Property.

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 Affected Property. Entry medicals form part of the *Employer's* mandatory Affected Property access FFD requirements.

The *Contractor* ensures that all its personnel, including Subcontractors, brought on the Affected Property 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* 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 the Affected Property.
- 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.

#### 4.2.7 FFD requirements before registration takes place.

Information the *Contractor's* employee must supply:

- Identification document.
- Work permit (non-SA citizens).
- Qualifications.
- Curriculum Vitae (CV).
- Criminal record history; and
- Proof of residential address.

Forms that the *Contractor's* employee must sign:

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

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

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
Recruitment and Selection		X		Contractor's own planning	
ID Document / Passport		X	Proof of identification is required before that the Contractor's employee is allowed to register on the FFD system.	Contractor's own planning	The following identification documents are the only documents that shall be 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 to have to work in a specific discipline.</li> <li>• The Contractor ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system.</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					<ul style="list-style-type: none"> <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		<b>X</b>	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 INPO (USA citizens only) is dated within three months of their required access date.</li> <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	<b>X</b>	<b>X</b>	<i>Contractor</i> to complete with	<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li>The <i>Contractor</i> ensures that an occupational health</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			<i>Service Manager</i>		<p><i>services</i> 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.</p> <ul style="list-style-type: none"> <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 <i>services</i> job specification form when he/she arrives on the Affected Property to start the FFD process.</li> </ul>
Drug Test		<b>X</b>	Negative drug test to be presented before registration takes place	<i>Contractor's</i> 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		<b>X</b>	Medical examination to be presented before registration	<i>Contractor's</i> 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</li> </ul>

Activity Description	Service / Manager Employer	Contractor	Requirements	Planning	Additional Notes
			takes place		<p>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.</p> <ul style="list-style-type: none"> <li>• Applicants that are not declared fit to do the work specified in the occupational health services job specification form are not allowed to register on the FFD system.</li> <li>• Health assessments are only performed by Employer registered Occupational Health Practitioners.</li> <li>• The health assessment report is not older than 3 months when the Contractor's employee is enrolled on the FFD system.</li> <li>• Persons that are not declared fit to perform the work specified in the occupational health services job specification form are not considered for employment by the Contractor.</li> <li>• The Contractor's 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		<b>X</b>	Work permits to be obtained before registration takes place	Contractor's 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</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					employment by the Contractor. • The Contractor's employee must be in possession of the original work permit when he/she arrives on the Affected Property to start the FFD process.
Registration on FFD System	X	X		Contractor's own planning	• Contractor's employees are registered on the Employer's FFD system by a person appointed by the Employer. This could be a Contractor employee, if appointed by the Employer. The Service Manager is responsible to arrange this activity. Registration is only performed if the Contractor's employee is in possession of all the documentation required for registration • If the Contractor's employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.
Training Requirements Form	X	X	Service Manager and Contractor supply	Contractor's own planning	• The scope of each Contractor employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence. • All Employer training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical assessments as identified for the Service Information are not allowed to continue with the FFD process and shall be required to leave the Affected Property. • The Service Manager identifies any specific training needs of each

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					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. <ul style="list-style-type: none"> <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</i> to supply	<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 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.</li> <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</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					Property to start the FFD process.

**4.2.8 Fraudulent Documents**

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

**4.2.9 False Declarations**

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

**4.2.10 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> FFD system by the Security Group when they arrive the Affected Property.	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>
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	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
			Affected Property by the <i>Employer's</i> Security staff for South African citizens by the taking of a set of finger prints and forwarding same to the SAPS for verification.		
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 the SIT course before work may commence.</li> <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</b></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> <i>Contractor</i> employees that do not successfully complete the PIT course are not allowed access to the Site. <i>Contractor</i> employees required to perform work in the intake basin are required to pass the PIT</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			<p><b>Material Exclusion Training (FME)</b>  <i>Contractor</i> employees coming to site that require access to FME zones or will perform any hands-on work on the plant are required to complete this training.</p> <ul style="list-style-type: none"> <li><b>Human Performance Training (HP)</b>  <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.</li> </ul>		<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 are required to pass the HPT course.</li> </ul>
Induction to Working at Heights / Material Handling	X	X	<ul style="list-style-type: none"> <li><i>Contractor</i> employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered.</li> </ul>	8 hours	<ul style="list-style-type: none"> <li>Only if required</li> <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><i>Contractor</i> employees are required</li> </ul>	3 days	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete</li> </ul>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			to successfully complete the required radiation worker training before access to radiation zones is considered.		the radiation training shall result in access to radiation zones being restricted
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 space is considered.</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>
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</li> </ul>	30min	

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			Security Group.		

#### 4.2.11 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 of the examination.

#### 4.2.12 COVID-19 Test requirements

All contractors (local and international) must have a COVID -19 test result that is negative and not older than 72 hours before they come to the Affected Property for final medical assessment.

International contractors must go into quarantine period of ten days from the date of arrival in South Africa.

International contractors must perform a COVID 19 PCR test on day seven after arrival in SA.

The *Contractor* is responsible for the cost of the COVID -19 test.

#### 4.2.13 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.

#### 4.2.14 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.

#### 4.2.15 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.

#### 4.2.16 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.

#### **4.2.17 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*.

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

##### **4.2.18 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*.

##### **4.2.19 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.

A Task Order (TO) will be raised, by the *Service Manager*, for the *services* required from the *Contractor* to work on an Affected Property within a specified time period. 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.

##### **4.2.20 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.

#### **4.2.21 Affected Property hours**

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

- Mon - Thurs: 07h30 - 16h35
- Fri: 07h30 - 13h30
- Last Fri: month end 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*.

#### **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.

#### **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.

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

##### **4.2.22 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*.

##### **4.2.23 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. *Employer's* Reactor Fuel Engineering (RFE) team, Licencing, and Quality Assurance/Quality Control.

##### **4.2.24 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*.

**Records of Contractor's Equipment**

- All equipment and tools must be listed and specified before they are brought onto the Affected Property. This list serves as evidence for removal permits upon Completion of the *services*.
- The *Contractor* is required to supply its own tooling, special tools and machinery to perform the *services*.
- The *Contractor* is required to ensure that each tool has a unique identifier traceable to *Contractor's* personnel using the tool.
- The *Contractor* is required to supply its own calibrated test equipment to perform the *services*.

**Site services and facilities**

**Provided by the Employer**

**4.2.24.1 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 Manager	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:                             <ul style="list-style-type: none"> <li>• 220 V AC rate d at 15 A at various positions on the Affected Property,</li> <li>• 380 V AC three</li> </ul> </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 Manager	Contractor	Requirements	Planning	Additional notes
			<p>phase rated at 32 A without neutral at various positions on the Affected Property,</p> <ul style="list-style-type: none"> <li>6.6 KV AC three phase at various positions on the Affected Property.</li> </ul>		
<p>Electrical leads and adapters / connectors and (where required) distribution system.</p>		<p>x</p>	<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 Contractor is clearly marked; regularly inspected for safety and a register kept of these inspections as required by the OH&amp;S Act.</li> </ul>	<p>As required</p>	<p>The Service Manager reserves the right to stop the Contractor's use of any electrical equipment or appliance that in the Service Manager's opinion does not conform to the foregoing safety requirement.</p>

Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
			Defective equipment is removed from the Affected Property until restored to a good working order by the <i>Contractor</i> . <ul style="list-style-type: none"> <li>The <i>Employer</i> provides and maintains an electrical distribution system (including temporary wiring, cabling, distribution boards, protection, metering etc.) to lead 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).</li> </ul>		

**4.2.24.2 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	

**4.2.24.3 Water**

Activity description	Service Manager	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 water from the <i>Employer's</i> points of</li> </ul>	As required	

Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
			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).		

**4.2.24.4 Sanitary facilities**

Activity description	Service Manager	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	

**4.2.24.5 Office accommodation and/or yard**

It is the *Contractor's* responsibility to provide office accommodation, furniture and storage facilities on site during the service period.

Activity/ description	Service Manager	Contractor	Requirements	Planning	Additional notes
Indication of Affected Property office requirements for the duration of the contract including the office services required.	X		<ul style="list-style-type: none"> <li>Request to be for <i>services</i> in accordance with the requirements of this contract.</li> </ul>	Six (6) weeks' notice	
Review of request and indication of offices available and container lay-down areas available.	X			Two (2) week duration	The <i>Contractor</i> will be allocated an area on a concrete slab within the security area for establishment of his Affected Property office facility.

Activity/ description	Service Manager	Contractor	Requirements	Planning	Additional notes
Supply of connection points for phone, fax, network and electrical supply.	X		<ul style="list-style-type: none"> <li>Co-ordination and scheduling by <i>Contractor</i>.</li> </ul>	As required	
Co-ordinates logistics of containers / Office space	X	X	<ul style="list-style-type: none"> <li><i>Employer</i> to co-ordinate.</li> </ul>	Two (2) months' notice	This is for temporary container laydown area which the <i>Service Manager</i> will provide to the <i>Contractor's</i> specifications.

**4.2.24.6 Garbage collection**

Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
Garbage collection	X		<ul style="list-style-type: none"> <li>A central garbage collection point is provided on the Affected Property and is pointed out by the <i>Service Manager</i> on request from the <i>Contractor</i>.</li> </ul>	Not applicable	

**4.2.24.7 Compressed air supply**

Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
Compressed air supply point	X		<ul style="list-style-type: none"> <li>Compressed air is supplied at 6 to 8 bar(g) at standard air supply points on the plant.</li> <li>All air points at the Affected Property are equipped with staubli quick connecting valves.</li> </ul>	N/A	The <i>Employer</i> takes no responsibility for disruptions in the supply of compressed air.
Air supply hoses and connectors	X	X	<ul style="list-style-type: none"> <li>All air hoses and connections shall be in good working order and comply with the requirements of the OH&amp;S Act.</li> </ul>	As required	

**4.2.24.8 House keeping**

The *Contractor* is responsible for any damage to buildings, floors and plant incurred during the provision of the *services*. The Affected Property is to be kept clean, neat and free of waste at all times. The Affected Areas and material storage areas are barricaded off and sign-posted to prevent access to anyone not involved with the job. The plant is left in a similar condition, after Completion, than it was found.

**4.2.24.9 Office and personal equipment**

Activity/ description	Service Manager	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 and office 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>Contractors</i> account</li> </ul>

**4.2.24.10 Canteen and snack bar**

Activity/ description	Service Manager	Contractor	Requirements	Planning	Additional notes
Canteen, snack bar and vending supplies	<b>X</b>		<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	

**Provided by the Contractor**

The *Contractor* provides the following to carry out the *services*"

- Ski-cabin accommodation;
- Personal Protective Equipment (PPE), and
- Storage facilities

**List of drawings**

**Drawings issued by the Employer**

As per Task Order