



Civil Engineering and Construction

Short Contract CSC

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

and

for Civil works to develop and construct facilities for the RPVCH replacement project

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CIDB

PS Xotyeni
2022-02-11
Procurement Quality Engineering

Q2/L3

Quality Specification 238-103

C1 Free-ent Contract Data

C1.1 Form of Offer and Acceptance

Offer

The *Employer* identified in the acceptance page signature block on the next page a solicited offer to enter into a contract to perform

Civil works to develop and construct facilities for the RPVCH replacement project

The tenderer identified in the signature block below a defined the document listed in the Tender Data and addenda thereto a listed in the Tender Schedule and by submitting this Offer has accepted the Condition of Tender

By the representative of the tenderer deemed to be duly authorized herein this part of the Form of Offer and Acceptance the tenderer offer 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 condition of contract identified in the Contract Data

The offered total of the Price exclusive of value added Tax	R[•]
Value added Tax 1	R[•]
The offered total of the Price inclusive of Tax	R[•]
In word [•]	

This Offer may be accepted by the *Employer* by signing the form of acceptance overleaf and returning one copy of this document including the Schedule of Deduction if any to the tenderer before the end of the period of validity stated in the Tender Data or other period agreed hereupon the tenderer becomes the party named as the *Contractor* in the condition of contract identified in the Contract Data

Signature

Name

Capacity

For the
tenderer:

(Insert name and address of organisation)

Name

Signature of

itself

Date

Tenderer CID registration number

Acceptance

By signing this part of the 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 condition of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an irrevocable contract between the Employer and the tenderer upon the terms and conditions contained in this irrevocable contract and in the Contract that is the subject of this irrevocable contract.

The terms of the Contract are contained in:

Part 1 Irrevocable contract and Contract Data which include this Form of Offer and Acceptance

Part 2 Pricing Data

Part 3 Scope of work or other information

Part 4 Site Information

and drawings and documents for part thereof which may be incorporated by reference into the above listed Part

Declarations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedule 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 Declaration attached to and forming part of this Form of Offer and Acceptance. All amendments to or declarations from said documents are valid unless contained in this Schedule which must be signed by the duly authorized representative for both parties.

The tenderer shall within two days of receiving a completed copy of this irrevocable contract including the Schedule of Declaration if any, contact the Employer's Representative whose details are given in the Contract Data to arrange the delivery of any securities and guarantee proof of insurance and any other documentation to be provided in terms of the condition of contract identified in the Contract Data at or after the date this irrevocable contract comes into effect. Failure to fulfil any of these obligations in accordance with the terms shall constitute a repudiation of this irrevocable contract.

Nothing standing in any way contained herein shall prevent this irrevocable contract coming into effect on the date when the tenderer receives one fully completed and signed copy of this document including the Schedule of Declaration if any.

Signature

Signature

Capacity

Mr. Friess, Illi

Snr Manager Nuclear Engineering

for the
Employer

CSOM Oldins SOC Ltd
Power Operations Unit
R200 Off West Coast Road
Duynefontein
7701

Signature

Signature of

Witness

Date

Note If a tenderer wishes to submit an alternative tender offer, further copies of this document may be used for that purpose, duly endorsed. Alternative Tender No. 0000000

Schedule of Deviations

Note

- To be completed by the *Employer* prior to award of contract. This part of the Offer acceptance could 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.
- The extent of deviation from the tender document issued by the *Employer* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- The tenderer's covering letter must not be included in the final contract document. Should any matter in such letter constitute 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 document shall be required to incorporate the effect of it.

No	Subject	Detail
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
	[•]	[•]
	[•]	[•]
	[•]	[•]
	[•]	[•]

By the duly authorised representative herein this Schedule of Deviation is accepted by the *Employer* and the tenderer agrees to and accept this Schedule of Deviation as the only deviation from and amendment to the document listed in the Tender Data and any addenda thereto listed in the Tender Schedule as well as any confirmation, clarification or amendment to the terms of the Offer agreed by the tenderer and the *Employer* during the process of Offer and acceptance.

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

For the tenderer:

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

Signature of witness _____

Date _____

For the Employer

Mr. Friess, Mli

Snr Manager Nuclear Engineering

CSOM Oldins SOC Ltd
Operations Unit
R200 Off West Coast Road
Duynefontein
1101

Data provided by the *Employer*

Clause	Statement	Data
	General	
10.1	The Employer is ESKOM	Mr. Frikkie Ellis for Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel no	+27 21 550 5202
10.1.1	The Employer's Representative to ESKOM the Employer in terms of clause 1.1.1.1 delete action 1	Xoliswa Motlhale
	Address	Koeberg Operating Unit R27, Off West Coast Road Duynefontein 7441
	Tel no	+27 21 550 5426
	E-mail address	MotlhaXM@eskom.co.za
11.2.1.1	The works are	Civil works to develop and construct facilities for the RPVCH replacement project
11.2.1.3	The Works Information is in	The document called 'Works Information' in Part 3 of this contract.
11.2.1.2	The Site Information is in	The document called 'Site Information' in Part 4 of this contract.
11.2.1.2	The Site is	Koeberg Nuclear Power Station, Farm Duynefontein N° 1552, Melkbosstrand.
30.1	The starting date is	2022-04-01
11.2.2	The completion date is	2022-09-30
13.2	The period for reply is	2 (two) weeks
10	The defects date is	52 weeks after completion of the whole of works
11.3	The defect correction period is	One (1) week of date of notification.
10.1	The assessment day is the	Between the 24 th and 25 th day of each successive month.
10.1.1	The delay damages are	R10 000.00 per day

¹ Except to the extent action can only be done by the *Employer* as a Party to the contract.

0	The retention is	10%																										
12	The interest rate on late payment is	zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands																										
80	The Contractor is not liable to the Employer for loss of or damage to the Employer's property in the event of	The amount of the deductibles, in the amount of R500 000 (Five hundred thousand Rand) payable in terms of the Employer's Annual Construction All Risk Insurance Policy, available on request from Eskom Group Insurance.																										
82	The Employer provides these insurances from the Insurance Table	<table><tr><th colspan="2">INSURANCE TABLE</th></tr><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>As per the insurance policy document.</td></tr><tr><td>Project insurance</td><td>As per the insurance policy document.</td></tr><tr><td>Nuclear Public Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Nuclear Material Damage and Business Interruption</td><td>As per the insurance policy document.</td></tr><tr><td>Nuclear Material Damage Terrorism</td><td>As per the insurance policy document.</td></tr><tr><td>General and Public Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Environmental Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Transportation (Marine)</td><td>As per the insurance policy document.</td></tr><tr><td>Marine Small Craft Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>As per the insurance policy document.</td></tr><tr><td>Cyber Liability</td><td>As per the insurance policy document.</td></tr></table>	INSURANCE TABLE		Insurance against	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	As per the insurance policy document.	Project insurance	As per the insurance policy document.	Nuclear Public Liability	As per the insurance policy document.	Nuclear Material Damage and Business Interruption	As per the insurance policy document.	Nuclear Material Damage Terrorism	As per the insurance policy document.	General and Public Liability	As per the insurance policy document.	Environmental Liability	As per the insurance policy document.	Transportation (Marine)	As per the insurance policy document.	Marine Small Craft Liability	As per the insurance policy document.	Motor Fleet and Mobile Plant	As per the insurance policy document.	Cyber Liability	As per the insurance policy document.
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Cyber Liability	As per the insurance policy document.																											
82	The Employer provides these additional insurances	INSURANCE TABLE																										

		Insurance against	Minimum amount of cover or minimum limit of indemnity
		Loss of or damage caused by the Contractor to the Employer's property	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at contract date, where covered by the Employer's insurance.
		Loss of or damage to Plant and Materials	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at contract date, where covered by the Employer's insurance.
		Loss of or damage to Equipment	The replacement cost where not covered by the Employer's insurance. The Employer's policy deductible as at contract date, where covered by the Employer's insurance.
		The Contractor's liability for loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service	<u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the applicable law.
		Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

82.1	The Contractor provide the additional insurance	State the Contractor deem necessary in addition to that provided by the Employer
82.1	The minimum limit of indemnity for insurance in respect of loss of or damage to property except the works Plant Material and equipment and liability for bodily injury to or death of a person not an employee of the Contractor caused by activity in connection with the contract for any one event is	State the Contractor deem necessary in addition to that provided by the Employer notwithstanding anything stated to contrary in the Employer's insurance the insurance procured by the Contractor will be required to indemnify the Employer for loss of or damage to the Employer's property in respect of the Employer's insurance deductible in the amount of minimum of R2M
82.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R100 000 (One hundred thousand Rand)
3.1	The Adjudicator is	The referring Party select 2 independent persons from the panel of ICC Adjudicator set up by the IC-S African Institution See Dispute-Adoption and make available to be confirmed to act as the Adjudicator. The other Party select 1 one of the 2 independent to be the Adjudicator within 14 days failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the ICC3 Adjudicator Contract. If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA)
3.2.2	The Adjudicator nominating body is	The Chairman of IC-S Joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers See Dispute-Adoption for its Successor body
3.3	The tribunal is	Arbitration
	The arbitration procedure is	The latest edition of Rules for the Conduct of Arbitration published by The Association of Arbitrators (Southern Africa) or its Successor body
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organization who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who select an arbitrator	The Chairman for the time being or nominee of the Association of Arbitrators (Southern Africa) or its Successor body
	The conditions of contract are the ICC3 Engineering and Construction Short Contract April 2013 ²³ and the following additional conditions 1 to 11 which shall apply	

² If June 2000 edition applies delete April 2013 and insert June 2000

³ State whether attached as a PDF file in terms of scope of licence or to be obtained from Engineering Contract State Tel 011 803 3008 Fax 083 1002 or [www.ecsa.org](#)

Z1	Cession delegation and assignment
11	The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.
12	Notwithstanding the above, the Employer may on written notice to the Contractor cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations, which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
Z2	Change of Broad Based Black Economic Empowerment (B-BBEE) status
21	Where a change in the Contractor's legal status, ownership or any other change to its 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.
22	The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in its B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.
23	Where as a result the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively terminate the Contractor's obligation to provide the or
24	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 procedure on termination are those stated in Clause 11 and the amount due on termination includes a amount listed in Clause 12, less a deduction of the forecast additional cost to the Employer of completing the works.
Z3	Confidentiality
31	The Contractor does not disclose or make any information arising from or in connection with this contract available to other persons except where required by this contract. This undertaking does not however apply to information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure evidenced by written record in existence at that time. Should the Contractor disclose information to other persons where required by this contract, the Contractor ensures that the provisions of this clause are complied with by the recipient.
32	If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the Employer.
33	In the event that the Contractor is at any time required by law to disclose any such information, it 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 use reasonable effort to obtain assurance that confidential treatment will be afforded to the information so disclosed.
34	The taking of images, whether photographs, video footage or otherwise, of the works or any portion thereof, in the course of providing the or and after Completion, requires the prior written consent of the Employer. All rights in and to all such images are exclusively in the Employer.
35	The Contractor ensures that all subcontractors abide by the undertakings in this clause.

Z4	Waiver and estoppel: Add to clause 12.2:
001	Any extension, concealment or relation of any action stated in this contract by the Parties or their delegate or the <i>Adjudicator</i> does not constitute a waiver of right and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing
Z5	Health, safety and the environment
001	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> without limitation the <i>Contractor</i> - accept that the <i>Employer</i> may appoint as the <i>Principal Contractor</i> as defined and provided for under the Construction Regulations 2017 promulgated under the Occupational Health and Safety Act 8 of 1993 the Construction Regulations for the Site - warrant that the total of the Price as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations all applicable health and safety laws and regulations and the health and safety rules, guidelines and procedure provided for in this contract and generally for the proper maintenance of health and safety in and about the execution of <i>works</i> and - undertake in and about the execution of the <i>works</i> to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules, guidelines and procedure otherwise provided for under this contract and ensure that its Subcontractor's employee and other under the <i>Contractor's</i> direction and control likewise observe and comply with the foregoing
002	The <i>Contractor</i> in and about the execution of the <i>works</i> complies with all applicable environmental laws and regulations and rules, guidelines and procedure otherwise provided for under this contract and ensure that its Subcontractor's employee and other under the <i>Contractor's</i> direction and control likewise observe and comply with the foregoing
Z6	Provision of a Tax Invoice and interest. Add to clause 50
001	The <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedure stated in the or Information book in the correctly ascertained amount due for payment
002	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract the time by which the <i>Employer</i> 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 <i>Employer</i> in terms of clause 41.2 is then calculated from the delayed date by which payment is to be made
003	The <i>Contractor</i> is required to comply with the requirements of the Value Added Tax Act no 8 of 1991 as amended and to include the <i>Employer's</i> VAT number 010108 on each invoice submitted for payment
Z7	Notifying compensation events
001	Delete from the last sentence in clause 41.1 unless the event arises from an instruction of the <i>Employer</i>
002	Add to core clause 42.3 The <i>Employer representative's</i> reply includes an acceptance of a quotation for a compensation event may require the due authority of the <i>Employer</i>

03	Add core clause 2. The <i>Employer representative</i> notify the <i>Contractor</i> if the <i>Employer's</i> authority is required and include in the notification any extension to the period within which the <i>Contractor</i> is required to reply to the <i>Contractor's</i> quotation
Z8	Employer's limitation of liability; Add to clause 80.1
81	The <i>Employer</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss limited to R000 Zero Rand
Z9	Termination: Add to clause 90.2, after the words "or its equivalent":
01	or had a undue influence order granted against it
Z10	Addition to Clause 50.5
101	If the amount due for the <i>Contractor's</i> payment of <i>delay damages</i> reaches the limit stated in the Contract Data if any the <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the or
	If the <i>Employer</i> terminate in terms of the clause the procedure on termination are to be stated in Clause 11 and the amount due on termination include amount limited in Clause 21 less a deduction of the forecast additional cost to the <i>Employer</i> of completing the works
Z11	Ethics
For the purpose of the clause the following definitions apply	
Affected Party	mean a the content require any party irrespective of whether it is the <i>Contractor</i> or a third party, a party, a employee, a agent, or Subcontractor, or Subcontractor, a employee, or any one or more of all of the parties, relative or friend
Coercive Action	mean to or threaten to or 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	mean 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	mean a the content require the <i>Contractor</i> or any member thereof in the case of a joint venture or its employee, agent, or Subcontractor or the Subcontractor, a employee
Corrupt Action	mean the offering, in or soliciting directly or indirectly of a good or service to unlawfully or illegally influence the action of an Affected Party
Fraudulent Action	mean any unlawfully or illegally intentional act or omission that is intended or attempted to lead an Affected Party in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation
Obstructive Action	mean a Co-acting Party unlawfully or illegally destroying, falsifying, altering or concealing information or a false statement to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	mean any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action

111	Co-ordinating Party may not take any Protected action during the course of the procurement of the contract or in execution thereof
112	The Employer may terminate the Contractor's obligation to Provide the Service if a Co-ordinating Party has taken such Protected action and the Contractor did not take timely and appropriate action to prevent or remedy the situation without incurring any other risk or remediate the Employer. It is not required that the Co-ordinating Party had to have been found guilty in court or in any other similar process of such Protected action before the Employer can terminate the Contractor's obligation to Provide the Service for this reason.
113	If the Employer terminates the Contractor's obligation to Provide the Service for this reason the amount due on termination are those intended in core clause 21 and 22.
114	Co-ordinating Party co-operate fully with any investigation pursuant to alleged Protected action where the Employer does not have a contractual bond with the Co-ordinating Party. The Contractor ensures that the Co-ordinating Party co-operate fully with an investigation.
Z12	Nuclear Liability
121	The Employer is the operator of the former Nuclear Power Station (NPS) a nuclear installation designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the NPS.
122	The Employer is solely responsible for and indemnifies the Contractor or any other person against any and all liabilities of the Contractor or any person may incur arising out of or resulting from nuclear damage as defined in Act 47 of 1987 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 NPS or on the NPS site without the permission of the Employer or of a person acting on behalf of the Employer.
123	Subject to clause 13, the Employer shall be liable for all risk of recovery arising from the aforeaid to the extent that any claim arises 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 NPS or on the NPS site without the permission of the Employer or of a person acting on behalf of the Employer.
124	The Employer does not waive its right provided for in Section 30 of Act 47 of 1987 or any replacement section dealing with the same subject matter.
125	The protection afforded by the provisions thereof shall be in effect until the NPS is decommissioned.
Z13	Communications
131	Add to the end of the first sentence in core Clause 131: including communication by a communication protocol allowing the interchange of short text messages between mobile telephone / tablet devices and a store-and-forward method of routing and sending and receiving and sending of messages over the internet.

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

10	The Contractor is a	[•]
	Address	[•]
	Tel no	[•]
	Fax no	[•]
	E-mail address	[•]
32	The percentage for overhead and profit added to the Defined Cost for people is The percentage for overhead and profit are applied to any change in the Defined Cost due to the compensation event. The percentage is required to cover all costs and overhead not included in the Defined Cost as well as an allowance for profit. The percentage is applied to Defined Cost for people.	[•]%
32	The percentage for overhead and profit added to other Defined Cost is The percentage for overhead and profit are applied to any change in the Defined Cost due to the compensation event. The percentage is required to cover all costs and overhead not included in the Defined Cost as well as an allowance for profit. The percentage is applied to all Defined Cost except people.	[•]%
112	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11210	The offered total of the Price is Enter the total of the Price from the Price List	R[•] excluding VAT [in words] [•] excluding VAT

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering *Contractor*.

If the *Contractor* is to be paid an amount for the item, it is not added if the quantity of work in the item can be entered by the tenderer in the Price column only. The unit, Quantity and Rate columns remain blank.

If the *Contractor* is to be paid an amount for the item of work, it is the rate for the work multiplied by the quantity completed. The tenderer enters the rate, which is then multiplied by the expected quantity to produce the Price, which is also entered.

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

If there is insufficient space in the Price List, it follows the format in the document the Price List is contained in.

C2.2 Price List

The Price List is as follows

No.	DESCRIPTION	Unit	Qty	Rate	Amount
	SECTION A: Preliminaries for work package 1- 2				
1	Fixed				
1.1	Fitness for duty complete and safety file approved	lts	1		
1.2	Site establishment	lts	1		
1.3	Scanning for known and unknown services	lts	1		
1.4	Insurance for Contractor personnel, Contractor equipment and any other insurance the Contractor deems necessary to comply with the Contract and the law of the country	lts	1		
1.5	PP and compliance to Covid-19 regulation	lts	1		
1.6	Tea on Completion				
2	Time Related				
2.1	Project management and supervision	Month	2		
2.2	Temporary works and plant- including access, scaffolding etc, Office shed etc	Month	2		
2.3	Protection of existing structure	Month	2		
2.4	Transport	Month	2		
2.5	Lead office overhead	Month	2		
	WORK PACKAGE 01: Alterations to LLW building doorway (as per Section 2 below)				
1	Door Opening (Gridline D)				
1.1	Removal of the existing door at Gridline D1 Roller shutter door	no	1		
1.2	Permanent increment of the height of the door opening at Gridline D1 from 2000 to 2100	no	1		
1.3	Reinforcing concrete Cover including formwork and curing				
1.4	Coating of the newly repaired concrete area by hydrophobic coating or equivalent coating must be applied on both sides of the wall and extend 1 m beyond the repaired area	no	1		
1.5	Installation of a new roller shutter door at Gridline D1	no	1		
2	Beam modification Gridline E				
2.1	Careful removal and setting aside of door a steel window door Gridline E1	no	1		
2.2	Permanent removal of the overhead reinforced concrete beam 100 mm x 1000 mm at Gridline E1 and replacing it	no	1		

	a reoale structural steel sea PFC 300100				
23	Coatin of the structural steel sea and associated ancorage	o	1		
24	Reintateent of steel lidin door to interface it the ne steel sea	o	1		
3	Concrete Shield Panels				
31	Reoce concrete shieldin panel fro LL buildin modify the shieldin panel to ace coerae of up to a ei of eter and poition the around nit 2 ORP once it is placed in the LL buildin	o	1		
C	WORK PACKAGE 02: Refurbishment of RO Building (as per Section 2 below)				
C1	Cil/buildin or on RO buildin				
C11	Cleanin/rulle reotal fro RO buildin and surroundin area up to fro buildin perimeter Oer to the cut	o	1		
C12	Midin aeto eet are to be replaced it laa fire eet of a ilar profile The interior surface of all edin eet on the buildin are to be prayed it a uita ealer in order to prevent any dicarce of fire/duo cuttin drillin reain of aeto eet or any other action ic could caue the eneration of aeto duct or fire all be carried out	o	1		
C13	rea out pup/ acine plint to lel it floor	o	1		
C14	Fill all cae trenc it a concrete and apply a 0 0 creed oer entire floor Ma concrete fill to be 30 MPa The fini ed floor to be oot and en and capa e of carryin the anticipated load includin the operation of a ton for lift	o	1		
C15	Inspect and repair 2 steel frae doule door Door to be repaired and re-un if neceary and ut in freely and be locale y ean of a padloc	o	1		
C16	Install industrial grade steel elin floor standin appro ately 8 2 0 el e - 0 / load in Filter Storage Roo currently itc ear roo		1		
C17	Install 1 2 ton 3 industrial grade chain loc To be certified and appro ed y oer Ri in Dept To be in talled in a poition to be indicated	o	1		
D1	Electrical Works in RO Building				
D11	Replace edin fluorecent fittin it LD tu e to provide ilar lel of illu ination				

D12	Installation of 100230 plug-point and internal reticulation				
D13	Smoke detector Rec and repair/replace eitin				
D14	Installation of all necessary equipment site to provide the appropriate power supply to the RO building from the eitin transfer T could include the necessary cabling equipment and itclear required to link the transfer to the internal distribution board D to be provided by the Contractor				
D15	Complete earthing resistance test report				
D16	Provide all risin requirement if required				
D17	Material list to be maintained and issued on completion of work				

PART 3: WORKS INFORMATION

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	Site Information	1
C32	Contractor or information	
	Total number of pages	

C3.1: Employer's Works Information

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C3: Works Information

1. Description of the works

1.1. Introduction

Owner Nuclear Power Station (PS) will be replacing the Unit 2 Reactor Pressure Relief Closure Head (RPC) and its Control Rod Drive Mechanism (CRDM) and In-core Instrumentation System (ICS) connection cable in outage 22. The RPC and its CRDM and RIC connection cable project itself is divided into 2 Task Order. Task order 1 pertains to the RPC installation and commissioning and in order to support the RPC replacement project a number of facilities and infrastructure need to be defined, developed and constructed.

The Low Level Waste (LLW) Storage complex at Owner Nuclear Power Station (PS) is used for the interim storage of low and intermediate level waste drums prior to shipment and ultimate disposal at a final disposal site. The project team intend to temporarily store the RPC at the Low Level Waste Building until it too can be shipped off to a final disposal site.

The LLW Building entrance for the RPC is not wide enough for the component and the selected Self-Propelled Modular Transporter (SPMT) to enter. Alteration to the entrance of the LLW Building is required. An area will be made available in the LLW Building for the temporary storage of the RPC. Temporary shielding by means of mobile concrete shielding panels similar to those being used at Unit 1 RPC currently being stored in the LLW Building will be required. The scope of this contract is therefore divided into three work packages as follows:

- Work package 01: Modification of LLW Building and supply of shield panel
- Work package 02: Refurbishment of the RDB Building

The work will be located mainly at the Site as depicted in Figure 1 (option 1) below. The Contractor perform all activities necessary to Provide the work until Completion is certified by the Employer Representative. This will include but is not limited to procure, transport, delivery, construction, contract administration, inspection, construction management, environmental management, commissioning etc.

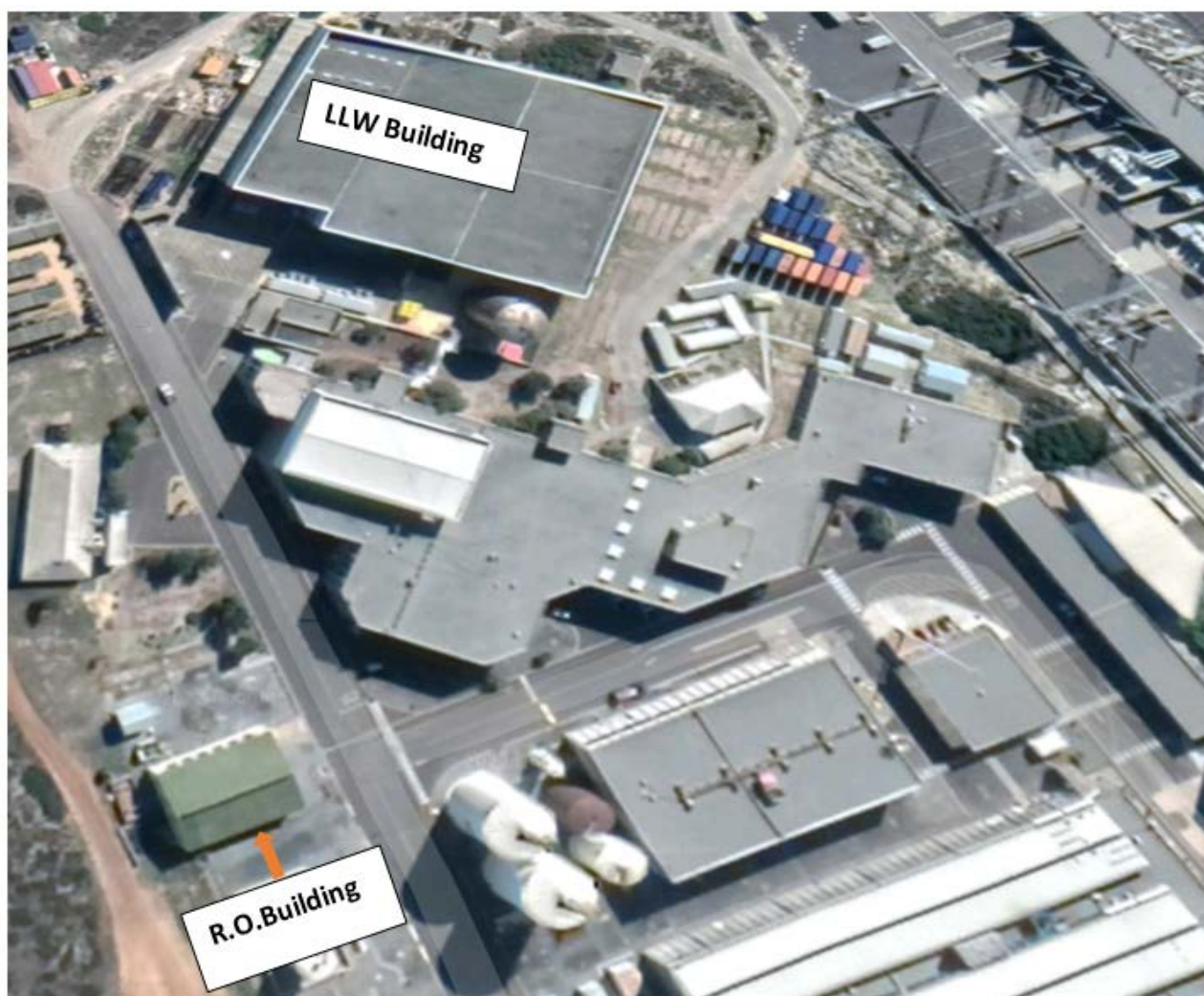


Figure 1: LLW & R.O. Building overview with its infrastructure

1.2. Interpretation and terminology

1.2.1. $\square\square\square$ re $\square$ ation $\square$

The following abbreviations are used in this or the Information

Abbreviation	Meaning given to the abbreviation
CP	Control Point
SL	Approved Supplier List
ROAD	Road - Aided Location Conoscopic Powerent
CRDM	Control Rod Drive Mechanism
CoC	Certificate of Conformance
DCP	Dynamic Cone Penetrometer
FFD	Fit For Duty
MM	Generation Independent Material Management

Abbreviation	Meaning given to the abbreviation
Q	Storage complex
PS	Power Nuclear Power Station
LL	Low Level waste
MSDS	Material Safety Data Sheet
C	Engineering Contract
OHS	Occupational Health and Safety
PP	Personal Protective Equipment
PQP	Project Quality Plan
QCP	Quality Control Plan
QMS	Quality Management System
QS	Qualifying Small Enterprise
RIC	In-core Instrumentation System
RO	Reverse Osmosis
RP	Reactor Pressure Relief Head
RPC	Reactor Pressure Relief Closure Head
RP	Radiation Protection
SSS	South African National Standard
SARS	South African Revenue Service
SSR	South African Heritage Resource Association
SS	Safety Health and Environment
SM	Small Medium Enterprise
RS	Reactor Requirement Specification
SPMT	Self-propelled modular transporter
COVID-19	Corona Virus disease 2019 The global pandemic

1.2.2. Terminology

Term	Description
Shall	Denote a requirement
Should	Denote a recommendation
May	Denote a permission
Construction Health and Safety Agent	A competent person who acts as a representative for the Contractor in analysing health and safety on a construction project for the Contractor and who has satisfied the registration criteria of the SCPCMP to perform the required functions

Term	Description
Action of the Employer's Representative	The action of the <i>Employer's Representative</i> to perform in fulfilling their respective duties under the CC
Non-Outage	When the power station unit is operational
Outage	When the power station unit is shut down for maintenance and refuelling
Design	The process of defining a system component or process to meet the <i>Employer's</i> requirements as specified in the or Information Decision-making process in which the scientific, artistic and engineering sciences are applied to meet the objective for the works
Designer	- competent person who - prepare a design - check and approve a design - arrange for any person at or under his or her control to prepare a design - an employee of that person where he/she is the employer - design temporary or including its component - an architect or engineer contributing to or carrying out overall responsibility for a design - a building services engineer designing detail for fixed plant - a surveyor specifying article or drawing up specification - a Contractor carrying out design or a part of a design and building project - an interior designer, shop-fitter or landscape architect
Others	Other persons on this project as required by the <i>Employer</i> are as follows - OR <i>Employer's</i> Outsource Inspection Agency <i>Employer's</i> consultant and contractor - Consultant The list is updated by the <i>Employer's Representative</i> each time a third party contract is placed by the <i>Employer</i> or Other chance
Physical conditions	Referred under Core Clause 01 shall mean natural physical conditions and man-made and other physical obstruction and pollutant which the Contractor encounter at the Site when executing the works, such as surface hydrological conditions etc, but excluding weather conditions
Include	If included is followed by other specific word it will not be construed as limiting the meaning of the general word preceding it where the word is similar precedes the word included
Including	If including is followed by other specific word it will not be construed as limiting the meaning of the general word preceding it where the word is similar precedes the word including
COVID-19	Corona disease 2019 The global pandemic

2. Scope of Work

2.1. Work package 01: Modification of the LLW building

2.1.1. Storage of RPVCH at the Low Level Waste Building

In order to store the RPCH in this area the following work activities are required to be executed by the Contractor

(Refer to figure 2 & 3 below for graphical representation):

- Removal of the existing door at Gridline DI (Roller shutter door)
- Permanent increment of the height of the door opening at Gridline DI from 1000 to 1200
- Permanent removal of the overhead reinforced concrete beam 1000 mm x 1000 mm at Gridline EI and replacing it with a replaceable structural steel beam (PFC 300x100)
- Removal of existing door at Gridline EI (Metal Sliding door)
- Coating of the newly repaired concrete area by hydrophobic coating or equivalent coating must be on applied on both sides of the wall and extend 1 m beyond the repaired area
- Coating of the structural steel beam and associated anchorage
- Installation of a new door at Gridline DI
- Reinforcement of the door at Gridline EI
- Remove concrete fielding panels from LLW building modify the fielding panels to take clearance of up to a height of 1000 mm and position them around Unit 2 ORP once it is placed in the LLW building

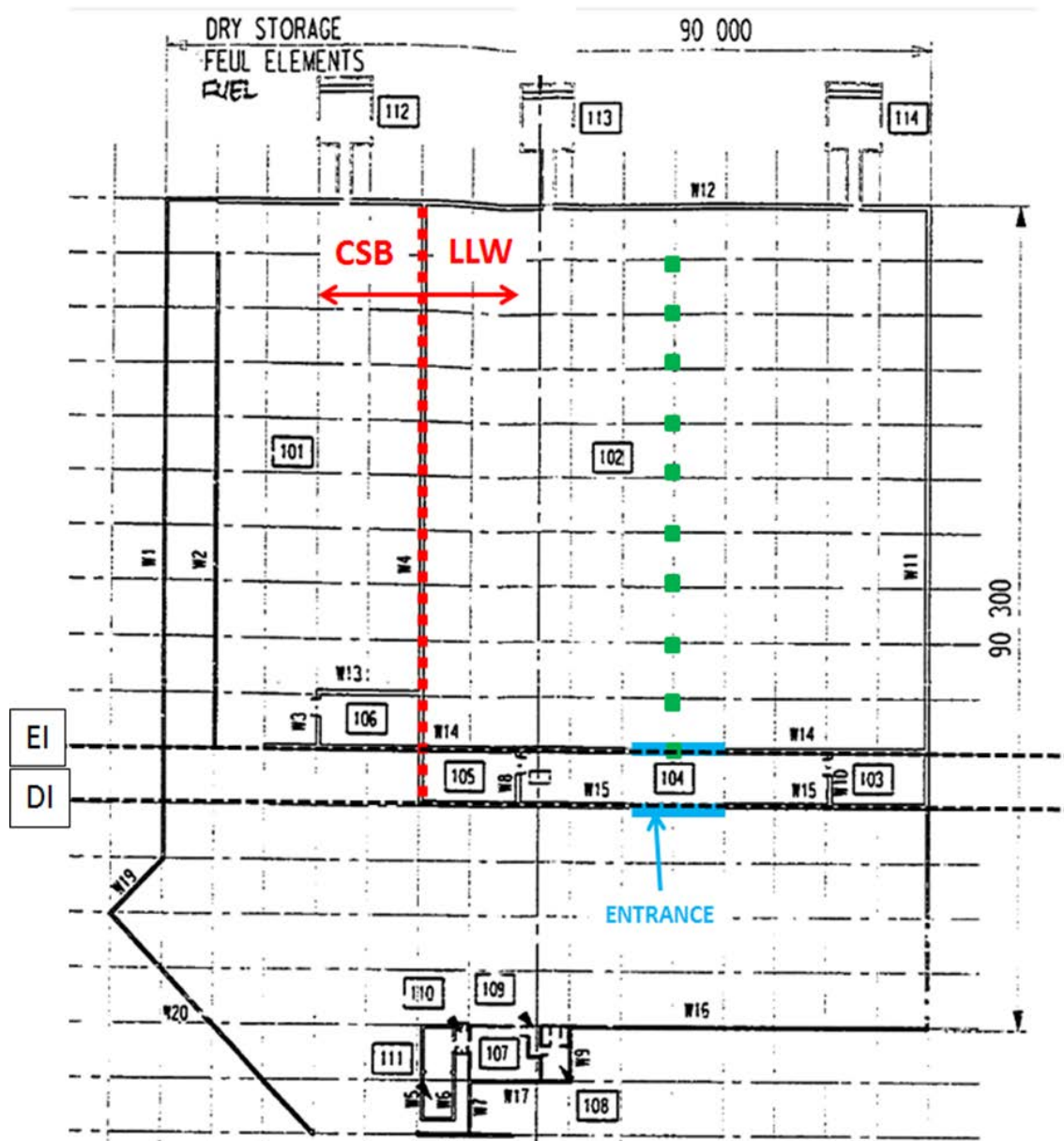


Figure 2: Plan View of the LLW complex (Gridline EI and DI)

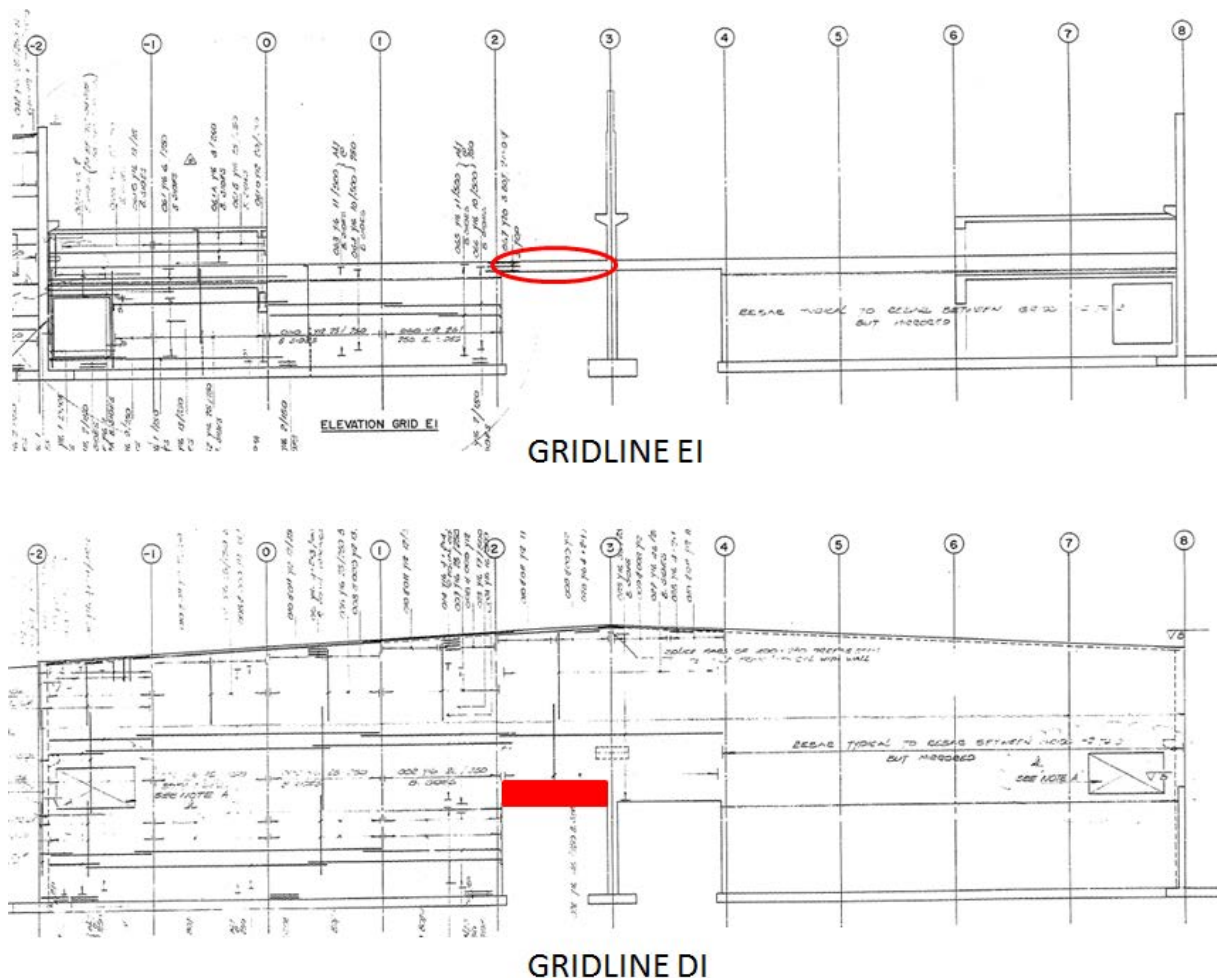


Figure 3: Elevation view of the LLW building and affected areas

2.1.2. Civil and Structural requirements:

Modification performed by the Contractor of the LLW building main equipment entrance door unit meet the following requirements:

- The building entrance shall be enlarged to make a minimum opening of 2000 mm in height and a width of 2000 mm make width as mentioned.
- The overhead reinforced concrete beam parallel to the main entrance is removed and replaced with a reinforced structural steel beam (PFC 300x100) in order to allow it future removal of the RP.
- The Contractor perform repair/canning of the area where the steel beam will be anchored to the existing concrete column. Chemical anchor or equivalent unit be used for anchorage.
- Where the anchorage into the column identified to interfere with the existing column repair/canning Employer's engineer shall be notified immediately for remedial action. The Contractor is also afforded an opportunity to present an alternative solution.
- The overhead crane shall not operate during the period where the overhead reinforced beam is removed. The operation of the overhead crane shall resume after installation of the reinforced structural steel beam.
- Corrosion resistant repair mortar unit be used to reinstate the concrete cover in affected area. The minimum required cure strength of the repair mortar is 3 MPa.
- During implementation of the works the Contractor ensure that no damage is inflicted on the area surrounding the affected area.

- After curing of the repair mortar a hydrophobic coating must be applied to both sides of the wall and must extend 1 m beyond the repaired area.
- The Contractor to submit detailed method statement/quality control plan and risk assessment for all the work activities to the Employer's Representative prior to implementation of the works for review and acceptance.
- All works including temporary works shall be the responsibility of the Contractor.
- The Contractor is to verify all the dimensional requirements stated in this section during site alignment and contract clarification meeting prior to commencement of any works.

2.1.3. Concrete Works Required on Gridline D1

The works required on Gridline D1 at the main entrance/opening in the structure are described below and will be performed by the Contractor and inspected by Employer's Agent accordingly. The Contractor:

- Mark out the affected area that requires removal of the concrete as indicated in figure below. The area to be broken out is approximately 1 m wide by 0 m high. The concrete is reinforced concrete.
- Remove the existing roller door and break out the concrete.

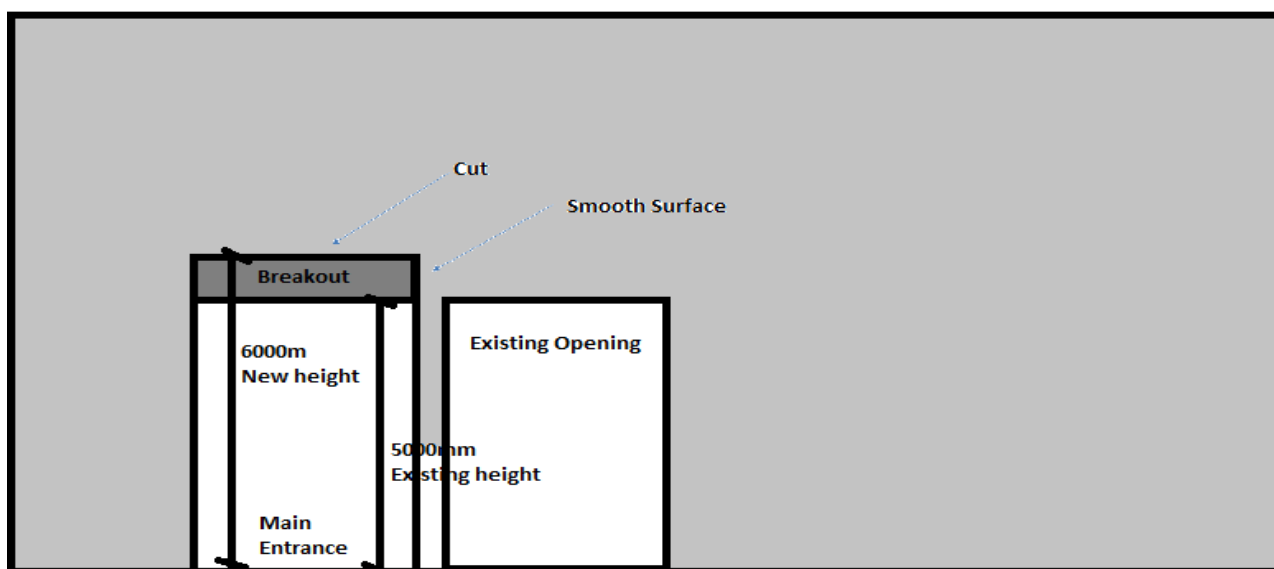


Figure 4: Marking out of the LLW Building Outer Wall (Gridline D1)

- Take caution and ensure that no damage is inflicted on the immediate surrounding area during execution of the works.
- The anticipated concrete strength of the affected area is 3 MPa. It may be increased over the year after completion of the building.
- After breaking out of concrete and cutting of in situ rebar in the affected area, the area is prepared by the Contractor for reinstatement of the concrete cover using an approved repair mortar. The concrete cover to be used is 10 mm.
- Provide the finished similar appearance.
- After curing of the repair mortar the newly repaired area coat the area with corrosion resistant coating on the both the internal and external surface of the affected area.
- Execute concrete works in accordance with relevant SANS 2100 standard and manufacturer's specification.
- Submit all proposed products to be used in the works, to the Employer's Agent for review and acceptance before commencement of any works can take place.

- Submit detailed Method Statement and quality control plan and risk assessment for all the proposed activities to the Employer's Agent prior to implementation of the works for review and acceptance
- All installation works shall be the responsibility of the Contractor

2.1.4. **Works required on Gridline EI**

The Contractor

- Remove door rail and associated anchored on overhead beam in Gridline EI
- Break/Cut out the overhead reinforced concrete beam on Gridline EI as indicated in figure 2 above
- Cut through the entire section of the beam and remove the entire beam safely
- Take caution and ensure that no damage is inflicted on the immediate surrounding area during execution of the works
- Mark out and prepare the area where the new overhead reinforced steel beam is to be installed in accordance with requirement in concept drawing 0003Y001000 Doc No 13003 Overhead beam Load Level after building been in Appendix 3
- Set out the coordinate and level of bolt before installation
- Install reinforced overhead steel beam in accordance with drawing specification 0003Y001000 Doc No 13003-Overhead beam Load Level after building been in Appendix 3
- Provide all structural steel at grade S 300 R
- Perform all steel works that is coated in accordance with 331-100 Requirement for protective coating for use at Boeher Power Station
- Do all the steel works in accordance with SSS 2001-CS1 Structural Steelwork
- Submit detailed Method Statement and quality control plan and risk assessment for all the proposed activities to the Employer's Representative prior to implementation of the works, to the Employer's Agent, for review and acceptance
- All installation work is the responsibility of the Contractor. The Contractor is allowed to present an alternative solution to the proposed work for consideration and acceptance by the Employer

2.1.5. **Doors**

The Contractor

- Replace and install roller shutter door in Gridline DI with a new fixed door. The size of the new door is 1000 wide and 1000 high
- Reinstate and install door rail on overhead structural steel beam in Gridline EI
- Coat all steel works in accordance with 331-100 Requirement for protective coating for use at Boeher Power Station

2.1.6. **Radiation Protection Requirements**

- All waste generated from the works is managed by Contractor in accordance with radiation protection procedure 000 S-033 and 300 and standard 000-300238-01 and 238-000
- All Contractor worker working in the LL building must undergo radiation protection training at the Employer's FFD training centre

2.1.7. **Fire Requirements**

During execution of the works, the existing fire detection and suppression system in the building is supplemented by the Contractor with localized fire extinguisher in the affected area. The fire extinguisher are supplied by the Contractor, in terms of construction regulation Contractor Health and Safety Requirement 32-1300 Construction Regulation 2 - Fire precaution on construction site Contractor Health and Safety Requirement 32-13000-03 Re-SOS specification guideline 33-0 Re-Safety Health and Environmental Safe Induction

2.1.8. **Shielding Panels**

- Reo concrete ieldin panel fro LL uildin modify t e ieldin panel to a e coerae of up to a ei of eter and poition t e around nit 2 ORP once it i placed in t e LL uildin

2.1.9. Verification and Tests

T e folloin verification and te t are perfor ed y t e Contractor

- T e Contractor eaure t e clear di tance etween t e support before and after re oal of t e ea and confir openin of i i till acieed
- T e Contractor inspect t e affected area prior to co ence ent of t e works for crac and notifie t e Employer T e Contractor enure t at t e affected area and urroundin are free of crac after co pletion of t e works
- Installation are inspected and te ted in accordance it t e pro ect pecification reference docu entation detailed dra in and t e anufacturer pecification instruction and reco endation Reference to e ade to t e Employer's iued dra in and upplier docu entation for procured equip ent
- Verify concrete placin and te t record includin
 - Dup te t verification ain t concrete i de on
 - concrete cu e te t record to verify co pre t e tren t of ardened concrete
- Verify t at t e curin of concrete in accordance it appro ed curin etod tate ent i done i ediatly after t e concrete i placed
- Verify t at all concrete defect are repaired u euent to t e re oal of for or
- T e Employer's Repre entative i to provide an occupation certificate after all works verification and te tin a een co pleted and appro ed

2.2. Work Package 2: Refurbishment of the R.O. Building

- Cleanin/ru e re oal fro RO uildin and urroundin area
- Replace i in eet on all it cla fire tran ducent eet to clo e up t e uildin i in a e to eet all not e re oed cut drilled or cro en ppendi 3
- Paint interior all and roof urface includin itc ear roo ppendi 3
- rea out pu p/ ac ine plint to le el it floor
- Fill all ca e tren e it a a concrete and apply a 0 0 creed o er entire floor ppendi 3
- Inspect and repair 2 t eel fra e dou e door/oter da a e ppendi 3
- Install el in in Filter Storage Roo ppendi 3
- Install 1 c ain loc ref ppendi 2
- lectrical or
 - Replace e tin fluore cent fittin it LD tu e to provide ilar le el of illu ination
 - Installation of 1 230 plu -point and internal reticulation
 - So e detector ec and repair/replace e tin
 - Installin all nece ary equip ent to provide t e appropriate po er supply to t e RO uildin fro t e e tin tran for er T ould include t e nece ary ca lin equip ent and itc ear re uired to lin t e tran for er to t e internal di ttribution board

to be provided by the Contractor

- Complete earthing resistance test report
- Provide all rigging requirements if required
- Provide all scaffolding requirements if required
- Special tools that may be required
- Material lift to be maintained and issued on completion of work
- All work and installation to be done in accordance with relevant SSS Standard
SSS 1012-1 The Erection of Pre-erect Part 1 Low Voltage Installation

2.3. Supply

In Providing the work, the Contractor supplies the following

- a Quality Control Plan (QCP) document to be submitted to the Employer's Representative for acceptance on completion
- provide a Certification of Conformance (COC) to the Employer's Representative for all manufactured elements delivered before installation commences
- ensure that any crane truck and its rigging equipment used for loading and offloading is a valid load test certification
- ensure that all vehicles entering the premises comply with the Employer's Vehicle and Driver Safety Management Procedure 20-20038
- ensure that all material and components are stored in such a manner as not damage them and to ensure that stored items are not a hazard to people and the environment
- comply with the Employer's Life Safety Rules as stipulated in the Employer's Management Directive 32-21

2.4. Install

In Providing the work, the Contractor

- Perform excavating of underground services for underground cables and or services before excavation or take place at the Site. The results of the scan must be provided to the Employer's Representative for acceptance. The Employer's Representative will provide further instruction to the Contractor which may include re-routing of services or not depending on the Site condition
- Provide Site egress as required
- Provide Site egress and drainage clearly shown in the position on Site. The Contractor's storage facilities and Site office facilities requirements
- Provide full time competent and skilled labour force competent supervision and Health and Safety Officer in accordance with the Construction Regulation 2003 of the OS Act. The Project and Construction Management Professional Act 8 of 2000 and CID Civil Engineering Contract the appropriate level of application
- Provide a Quality Control Plan (QCP) for the installation phase for the Employer's Representative acceptance
- Maintain a clean and tidy construction site ensuring that the Site is kept clean on a daily basis
- Provide protection of existing structures and services
- ensure there is no disruption to the Employer's existing business
- Provide fall arrest plan and equipment when required or in accordance to the Contractors method statement and submit it for acceptance by the Employer's Representative;
- attend weekly Site progress meeting as stipulated in the work Information
- Measure the works and amount due by each assessment day, and provide to the Employer's Representative payment certificate for acceptance

2.5. Existing works on the Site

The Contractor does not re-route any existing services. All existing services will be re-routed by the Employer upon written request from the Contractor. The Employer's Representative may instruct the Contractor to perform rerouting of services as an instruction under Core Clause 01. The Employer does not have sufficient record of underground services therefore the Contractor perform underground services excavating to determine the extent of such services before excavation will be permitted by the Employer.

2.6. Completion

The Employer's Representative certifies Completion when the works have been completed and accepted. This includes the acceptance of the Site after the Contractor cleans the Site to the required standard and does the final inspection with the Employer's Representative.

2.7. Drawings and specifications

The Contractor complies with all the drawings and specifications as stipulated in the contract, RS PM21/008 and in the table below.

Title	Tick (X) if publicly available
Environmental Authorization 12/12/20/	
Construction Certificate 000-03	
FFD Environmental Map	
Construction Regulation 201 promulgated under the Occupational Health and Safety Act 8 of 1987 and the Construction Regulation for the Site	☐
Occupational Health and Safety Act 1987 Act 8 of 1987	☐
Construction Safety and Environmental Procedure Number 32-13	
Procedure 32-13 - Environmental Occupational Health and Safety Incident Management Procedure	
Health and Safety plan CR 11a	☐
Health and Safety plan according to PC 32-13	☐
Expected hazard and risk at the OOA have been referenced in PC 32-13	☐
Occupational Health Service Job Specification Reference F-SR-00	☐
Environmental Impact Assessment Report 201 promulgated in terms of the National Environmental Management Act 108 of 1998 and amended	☐
The Nuclear Energy Act 2 of 1982	☐
National Key Point Act 102 of 1980	☐
The Protection of Information Act 8 of 1982	☐
National Road Traffic Act 1999 Act 103 Of 1999	☐
The Basic Conditions of Employment Act 76 of 1997	☐
Labour Relations Act 66 of 1994	☐
Medicine and Related Substance Control Act 101 of 1997	☐
National Health Act 61 of 2003	☐
Compensation for Occupational Injuries and Diseases Act 130 of 1993	☐
Site regulation and access control	

Title	Tick (X) if publicly available
SOS 20	☐
Construction Regulation 201	☐
331-8 De n C an e to Plant Plant Structure or Operatin Parameter	
01 Project Management Process for the e er Nuclear Power Station Modification 331-13 Screenin and Safety aluation uide	
02 project ana e ent proce for ne uildin and ci il pro ect and c an e to e tin uildin and ci il pro ect at e er nuclear power tation	
SOS 1200 SOS 1200 Serie Standardied pecification for ci il en ineerin construction Concrete Structural	
SOS 1000 The application of the ational uildin Regulation Ill Part	
Construction Regulation ct 18 of 2003	
ISO 001 Quality Management Syte Reuire ent	☐
Ill ot er rele ant SOS regulation	☐
238-103 Re 2 Supplier Quality eneral Reuire ent	
SOS 2001 CC1 Construction or Part CC1- Concrete or Structural	☐
SOS 2001 Construction or	☐
SOS 8 1 2 Concrete Te tin	☐
SOS 8 1 3 Concrete Te tin	☐
SOS 8 2 1 Concrete Te tin	☐
SOS 8 3 Concrete Te tin Co pre e Stren t of ardened concrete	☐
SOS 2001 CS1 Structural Steel or	☐

Title	Tick (X) if publicly available
S13 Construction Management System - Requirement	☐
331-1 Corrosion Protection Maintenance Manual	☐
33-Re-SFTY LT IROMTL SDDCTIO	
0-03 Re-S Specification Guideline	
Contractor Health and Safety Requirement 32-13	
0-3 Re-RSPO SILITIES FOR T R DIOCTI MTRI LCO TROL PRO RMM	

3. Constraints on how the Contractor Provides the Works

3.1. Meetings

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

3.1.1. Project kick-off meeting

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

	Activity Description	Employer/ Employers Representative	Contractor	Requirements	Planning	Additional notes
	Establish the project team	X		The <i>Employer's Representative</i> notify the name of <i>Employer</i> key person to support the <i>Contractor</i> in the Provision of the <i>Project</i> in terms of the <i>Employer</i> function	it in 1 week after the Contract Date	it kick-off meeting with <i>Employer</i> or <i>Contractor</i>
	Notification of the agenda and support documentation	X		The <i>Employer's Representative</i> develop and notify the agenda of the agenda and required support documentation for the meeting	it in 2 weeks after the Contract Date	On <i>Employer</i> by the <i>Employer</i> engineer operation representative and maintenance representative in present at the meeting

	Activity Description	Employer/ Employers Representative	Contractor	Requirements	Planning	Additional notes
•	Execution and Minute	X		The Employer's Representative shall prepare an copy of the meeting record and distribute the minute of meeting	It in 2 day of the meeting	
•	Conclusion	X	X	This activity is complete upon acceptance of the minute of the check-off meeting by both Parties	In accordance with the accepted Program	Deliberate Minute of the check-off meeting

3.1.2. Risk reduction meetings

Interval	Location	Attendance by:
Notified	OO	Contractor, Employer's Representative and Other as appointed by the Employer
At the risk reduction meeting site as prescribed in CSC3 Core Clause 1.1 and 1.2 are discussed. The Risk Register is updated by the Employer's Representative, and distributed within five days of the meeting.		

3.1.3. Operational meetings

Interval	Location	Attendance by:
Weekly during contract period	OO or Tele/video Conference	Employer's Representative and Contractor
An operational meeting is held by tele or video conference if necessary between the Employer's Representative and the Contractor to monitor and control the design, manufacturing and planning process. Typical topics for discussion at the meeting will include Contractor reporting on the following: - Review of Project Progress (Program specific focus on Key Dates and interim milestones) - Key Risks created and Issues and where applicable identify and agree on associated preventative/contingent and recovery actions - Review of Action List - Review of Communication		

3.1.4. Implementation meeting for specific progress and feedback

Interval	Location	Attendance by:
Daily during implementation	OO	Contractor and Employer's Representative
The implementation meeting is held between the Contractor and Employer's Representative. Implementation support team to report on implementation progress and resolve any issues and Employer action that need to be resolved in order to ensure successful implementation of the works.		

3.1.5. QC Meetings during implementation

Interval	Location	Attendance by:
Daily during implementation	OO	Contractor QC representative and Employer QC representative
The Contractor's QC representative provide report from each meeting to the Employer's project QC group. The report will cover - Scheduled QC inspection for the period identified in the meeting - Any new QC related issues identified since the last report, its status and action plan for resolution - Status and progress on previously reported quality issues		

3.1.6. Meetings of a specialist nature

Interval	Location	Attendance by:
idoc	any	Employer's personnel, the Employer's Representative, the Contractor and Other as required
Meetings of a specialist nature may be convened by person and at time and location to suit the Parties the nature and the progress of the works		

3.1.7. Post implementation meeting for project feedback and review

Interval	Location	Attendance by:
After completion of the works	OO	Employer's Representative, Contractor Senior Manager (not the Contractor), Employer Representative, Contractor, Employer Representative, Employer's personnel and Other as required
The post implementation meeting is held between the Employer's Representative, Contractor Senior Manager (not the Contractor), other line group to report on implementation issues and resolve. S are lesson learnt in order to ensure good implementation on the next implementation phase		

All meetings are recorded within minutes or a register prepared and circulated by the person who convened the meeting. Record of the meeting shall be submitted to the Employer's Representative by the person convening the meeting within five days of the meeting.

Such minutes or register shall not be used for the purpose of confirming action or instruction under the contract and the shall be done separately by the person identified in the conditions of contract to carry out such action or instruction. Confirmation of contract communication during operational meeting will be considered as formal acknowledgement of receipt of a contract communication.

3.2. Use of standard forms

The Employer's Representative and the Contractor will use the standard CSC template listed below

- 1 Delegation by Employer
- 1 and 22 Accept
- 1 Early Warning by Contractor
- 1 Early Warning by Employer's Representative
- 303 Completion Certificate
- 02 Notification of Defect by Employer's Representative

- 1 Defect Certificate
- 01 Contractor's amount of amount due
- 11 Compensation notification by Contractor
- 22 Compensation Request for Quotation by Employer
- 01 Termination Certificate
- Acceptance upon completion by Contractor
- Employer's Representative Instruction
- Employer's Representative summary of amount due

3.3. Invoicing and payment

In terms of core clause 00 the Contractor agrees to the amount due and applies to the Employer for payment. The Contractor applies for payment in a tax invoice addressed to the Employer that complies with the requirements below.

The Contractor includes the following information on each tax invoice.

- The Contractor ensures that the requirement in terms of Section 20(1)(c) of the Value Added Tax Act no 8 of 1991 (as amended by the Revenue Laws Amendment Act 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 requirement of a valid invoice for VAT purposes as contained in the said Section 20(1)(c) is adhered to and reference by the Contractor to the requirement is applicable since 1 June 2000 as payment is made on tax invoice not fully meeting the requirement.
- The Contractor submits an original Tax Invoice to the Employer's Financial Accounting Group or via e-mail to invoices@localenergy.co.za copy of each invoice is forwarded to the Employer's Representative to allow follow-up in the event of payment delay. The payment period will start from the date and time at which the invoice and all relevant documentation were received at their office.
- The Employer's VAT Registration number is 010108.
- All invoices are marked for the attention of:
The Account Payable Section
Power Nuclear Power Station
Private Bag 10
Bernara
0000
South Africa
- Particulars to be included on the Contractor's Tax Invoice:
The word "Tax Invoice" in a prominent place
The name, address and VAT registration number of the Contractor;
The name, address and VAT registration number of the Employer;
An invoice serial number
The date of issue of the invoice
The quantity or volume of goods or services supplied
The price per unit or a statement that VAT is included @ 1% or zero-rate
Reference to the Contract
A descriptive title of the service covered by the Invoice and/or the Contract agreement number
and
A signed copy of the Completion Certificate and S&P release order (S&P) on line and item number
- Printed tax invoice Section 20(1)(c) where the amount included is less than R3 000.00. The above requirements apply to the name, address and VAT registration number of the Employer and the quantity or volume does not need to be specified.

Payment is made by means of electronic transfer. The Contractor therefore provides in detail to the Employer's Representative within one week of the Contract Date. The Contractor attaches the detail agreement of the amount due to each tax invoice showing the Price for or Done to Date for each item in the Price List for or which has been completed.

3.4. Records of Defined Cost

In order to substantiate the Defined Cost of compensation event, the Employer requires the Contractor to keep records of amounts paid by it for people employed by the Contractor, Plant and Material, or subcontracted by the Contractor and equipment. See clause 11.2 and 13.2. The records must be kept in both electronic and hard copy and must be issued to the Employer's Representative at the earliest possible time.

3.5. Compensation events

3.5.1. Concurrent delay

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

3.5.2. COVID-19 Pandemic

The spread of the COVID-19 Pandemic constitutes a Force Majeure event. The principal cause of the introduction of preventative measures by the Government into the spread of the COVID-19 Pandemic, hence the primary basis of any claim from the Contractor, would be the spread of the COVID-19 Pandemic as a Force Majeure event as opposed to the introduction or amendment to the existing legislation and or regulation.

The corona outbreak could also result in a number of compensation events triggered under clause 10.1 such as the following examples:

- 10.1.2 the Employer does not allow access to part of the Site by the date shown on the Accepted Programme
- 10.1.3 the Employer does not supply materials by the date for providing it shown on the Accepted Programme
- etc.

3.5.3. Mitigation of delay

The Contractor has a duty to mitigate the effect of Employer risk event on the works and the Contractor does all it reasonably can to avoid an impact on the Price. The duty to mitigate does not extend to the Contractor to add extra resources or to procure outside its planned or in-house.

3.6. Supplier Development and Localisation Initiatives

The Employer endeavours to support Small Medium and Qualifying Small Enterprises (QSEs) designated group supplier in the Eastern Cape Province. The objective is to focus on the broader East Coast Corridor spanning a 100km radius from the Eastern Nuclear Power Plant (ENPP). The Contractor ensures that the service will be completely provided from the local market. The Contractor finds opportunities to either subcontract and/or use local to Site labour for portions of the works.

The Contractor through the Provision of the procurement capacity and capability by ensuring that technical support is directed to assist in developing and doing with the capacity and competitiveness of the local supply chain will be increased and the goal of shared employment creation, poverty reduction and skills development will be achieved.

3.7. Procurement

3.7.1. B-BBEE and preferencing scheme

The Employer and/or an of state is governed by the Preferential Procurement Regulation 2011 which states that all contracts for goods or services are procured in accordance with a system that is fair, equitable, transparent, competitive and cost-effective.

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

The use of the 80/20 system 80 price 20 B-BBEE preference point system for procurement greater than R1 M.

The table of tender evaluation will apply

- First stage

The use of a functionality technical evaluation as a Gatekeeper Only Contractor who meet the functionality threshold will be further evaluated.

Contractors who meet the functionality threshold but are not on the approved supplier list in the SL for nuclear will be further subject to a supplier capability assessment which will form part of the first stage of the evaluation.

An analysis of the Contractor's financial state and credit will be conducted for the purpose of establishing the tenderer's financial stability and ability to meet its entire contractual obligation for the duration for the contract should the tenderer be awarded the contract.

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

Financial analysis will be conducted on all responsive and compliant tenders prior to the price and preference scoring. Tenderers who do not meet the Employer's financial requirements will not be evaluated further.

- Second stage

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

80	Price and
20	B-BBEE Status Level of Contribution

An approach in which a cross-functional team will be taken during the evaluation of tenders to ensure that the best interests of the Employer are assured.

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

3.8. Facilities to be provided by the Contractor

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

Latrines shall be provided at the rate of one for 12 persons and the Contractor shall make all on-site arrangements and pay all charges for the removal of waste to the satisfaction of the local health authority concerned.

The Contractor ensures that passengers are not transported on the back of LDs, trailers or trucks within the boundaries of the Employer's property.

The Contractor provides everything necessary for providing the service.

3.14. Health and safety risk management

The Contractor comply with the Employers Specification reference 32-13 and request it from the Employer's Representative on Site immediately.

- Safety, health and environment plan shall be submitted to the Employer's Representative for the works performed on the Site by tender closing.
- A project specific SOP file is to be created by the Contractor and submitted to get a completed copy of the Construction Regulation Checklist to the Employer's Representative for acceptance within 2 weeks of the starting date following which the Contractor maintain and update the file.
- Provide a copy of current health and safety policy by tender closing.
- All work carried out by the Contractor is done in strict accordance with all relevant safety Law and procedure.
- The Contractor provide the Employer's Representative with the following before work at the Site commences:
 - Health and Safety plan
 - Letter of appointment
 - Risk assessment of the task

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

- At least one team member is a qualified first aider with a valid level 2 first aid certificate.
- All operators of equipment have valid training certificate from an accredited training company to operate such equipment.
- All employees working on the Site wear the mandatory Personal Protective Equipment (PPE) such as hard hat, safety glasses, safety boots, CO2-related PPE and safety labels.
- Safety induction and environmental training pertaining to the Site will be conducted by the Employer's Representative.

3.15. Nuclear and Conventional Safety

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

3.16. Environmental constraints and management

The Contractor ensure that all Plant and Material and works supplied in terms of the contract conform to all applicable environmental legislation and to the Employer's environmental specification. Contractors' personnel, equipment, Plant and Material does not enter the Site beyond the road reference boundary irrespective of whether or not the boundary is fenced. The Contractor take every precaution to avoid damage to vegetation within the area that fall outside the designated work area. Any damage caused will be repaired at the Contractor's expense. Storage and stockpiling of material will not be permitted without the written consent of the Employer's Representative.

The Contractor ensure that all concept and provisions stated in the national heritage resource act no 2 of 1989 is adhered to and that no disturbance of natural nature take place on the Site without the consent of the Generation Environmental Management and the Southern African Heritage Resource Association (SARHRA).

3.17. General constraints

3.17.1. Laws and regulations to be complied with

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

At the Site the Contractor is at all relevant times under the authority of the Employer's Land Portfolio Manager for the purpose of giving effect to the provisions of the above clause hereof notwithstanding the afore said that does not in any way relieve the Contractor of obligation to comply with the relevant legislation could the Employer's Land Portfolio Manager fail to act in any specific manner which may or the Employer liable in any way whatsoever.

The Contractor at its own expense comply with the basic Condition of employment set out of 1. The Contractor indemnifies the Employer against any claim proceedings compensation and cost arising from the Contractor transgression of the act.

The Contractor comply with all relevant labour legislation and applies to the Ministerial Determination for working hours and obtain approval prior to the commencement of any work on Site. The Contractor submit the approval to the Employer's Representative for acceptance.

3.17.2. Confidentiality and publicity

The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 2 of 1982 the National Key Point Act 102 of 1980 and the Protection of Information Act 8 of 1982. The Contractor agrees that neither the Contractor nor its employees agent or sub-contractor shall give any public statement or release to any third party including the Adjudicator any information concerning the performance of any work without first obtaining the written approval of the Employer's Representative. Requests to release information are co-ordinated by the Employer's Representative through the designated Employer's Commercial Manager or the Employer's Power Station Manager. The Contractor ensure adherence of its employees agent and sub-contractor to this restriction.

3.17.3. Reporting culture

The Contractor is required to have a procedure whereby any of the order all or organizational level can report issues and incidents that negatively or have the potential to affect performance without fear of retaliation or punitive action.

The Contractor's procedure must be such that the information is captured analysed and the resulting corrective action taken as a result of the report are identified and traced for implementation and improvement. All such reported issues are shared with the OOO for purpose of capturing in the OOO Corrective Action Programme (CAP).

3.17.4. Observation programme

It is desired not expected that the Contractor is capable of performing initial identification into human performance element to determine the contributing factors error precursor and organizational behaviour. The Contractor must cooperate support and co-operate with any such identification by OOO.

The Contractor is required to have a procedure whereby order that order behaviour in the field are observed and coached against a set of formalized best practice criteria. This is to reinforce the desired standard and behaviour expected on the site and to provide assurance that the Contractor's order and supervisor are adhering to standard. The Contractor's order must be coached where deviation from standard and expected behaviour are detected.

This information is captured by the Contractor in a manner that allows review of previous observation performed for the identification of potential trends in order behaviour that could potentially lead to an event. Action are to be developed and implemented to address such trends. The Contractor's procedure must have an auditable trail.

3.17.5. Employer's Koeberg Nuclear Power Station entry and security control, permits, and plant regulations

Any person visiting the Koeberg Nuclear Power Station (KPS) or a generally non-nuclear Owner Controlled Area (OCA) will be required to do training on the KPS access requirements and safety induction for the plant. The training is to be conducted by the Environmental Officer of the KPS.

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

All waste material taken in from the works will be discarded of in line with legislation and by-law.

3.17.6. Fitness for duty management

The *Contractor* adhere to the *Employer's* procedure re Fitness for duty requirement for Vendor and contractor who are required to perform work inside the owner controlled area of PS 33-8. The document is not applicable to Contractor's access for Contractor are dealt with in 33-8.

The objective of the *Employer's* FFD programme is to provide reasonable assurance that the *Contractor's* plant and/or personnel will perform their tasks in a reliable and trustworthy manner and are not under the influence of any substance or suffer from any health impairment which in any way adversely affects their ability to safely and competently perform their duties. The FFD programme also gives reasonable assurance that the workforce has been trained and their technical competence has been assessed.

The *Employer's* FFD process is defined 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 medically fit and free of any medical condition that could impair their ability to perform work or they have been appointed for
- have valid work permit
- have completed the security background verification process
- have the qualification required for the task
- have the minimum plant access training required to perform on site
- have been declared competent and authorised to perform work or they have been appointed for
- have received specific training required for the work or they will be required to perform and
- have signed a non-disclosure agreement to protect the *Employer's* Information they come in contact with

3.17.6.1. FFD requirements before registration takes place

Information the *Contractor's* employees must supply

- Identification documents
- work permit (non S citizen)
- Qualification
- Curriculum vitae (CV)
- Criminal record history and
- Proof of residential address

For that the *Contractor's* employees must do

- Pre-placement medical examination
- baseline questionnaire for audio entry
- Medical declaration
- Security permit application
- Consent to disclose criminal information if the *Employer* is performing in the criminal precinct
- SPS enquiry and
- non-disclosure agreement protection of information

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

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
•	Recruitment Selection		X	•	Contractor's on planning	
•	ID Documents		X	Proof of identification	Contractor's on planning	The following identification documents are the only

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
				required before that the Contractor's employee is allowed to register on the FFD system		document that all be accepted as proof of identification - South African Identification issued by the Department of Home Affairs Green ID or - Valid Official Passport or - Valid Temporary Identification Document issued by the Department of Home Affairs
	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 on planning	The proof may not be older than 3 months when the Contractor's employee is enrolled on the FFD system
	Certification and Qualification		X	Authenticated Qualification to be presented before registration take place	Contractor's on planning	- Cost of Contractor employee are included in the document where this is required by the procedure - The Contractor's employee must be in possession of valid Driver's License/ID card on date to start the FFD process - The Contractor is required to verify the authenticity of the Qualification that is required for the work that is to be performed on Site. The Employer retains the right to verify any tertiary Qualification that an applicant is required to take to work in a specific discipline - The Contractor ensure that employee submit the original or certified copy of the Qualification when he/she is registered on the FFD system - Person not in possession of the Qualification required by the Employer

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
						are not considered for employment by the Contractor in that particular discipline
	Criminal history		X	Requirement of criminal history	Contractor's on planning	- Terminate Process old Point - The criminal history of an applicant shall be assessed before access to the Site is considered - South African citizens obtain their criminal history report from the South African Police (SAPS). The report may not be older than 3 months when the Contractor's employee is enrolled on the FFD site. The service is also available from the Employer's Security Section. South African applicants are required to give their consent to the Employer to obtain the relevant information from the SAPS - South African citizens are required to provide proof of their criminal history. The criminal history report from their country's law enforcement agency or IPO (South African only) is dated within three months of their required access date - Persons with a criminal background that is deemed to be a security risk to the Site are not to be considered for employment by the Contractor - The Contractor's employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process
	Complete Man to Spec For	X	X	Contractor to complete it	Contractor's on planning	The Contractor ensure that an occupational health service is

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
				Employer's Representative		Specification for i completed in conjunction it the Employer's Representative for each of employee and all nature are obtained before the health assessment is arranged - The for are obtainable from the Employer at the time for identifying the scope the occupational hazard that the Contractor's employee will be exposed to and the physical attributes that are required for the execution of the task - The Contractor's employee will be in possession of the completed and signed occupational health service of specification for when he/she arrives on site to start the FFD process
	Drug Test		X	Medicative drug test to be presented before registration take place	Contractor's on planning	- Terminate Process Old Point - Contractor ensure that their employee have been tested for drugs before they arrive on site to start the FFD process. Person with a positive drug test result are not considered for employment by the Contractor - Person with positive drug test will not be allowed to register for the FFD process - The Contractor's employee must be in possession of the drug test result when he/she arrives on site to start the FFD process
	Health Assessment		X	Medical examination to be presented before	Contractor's on planning	- Terminate Process Old Point - The Contractor ensure that all employee

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
				registration take place		complete a health assessment before they arrive on site to start the FFD process. The occupational health service is specification for is required by the occupational health practitioner for the health assessment. - Applicants that are not declared fit to do the work specified in the occupational health service is specification for are not allowed to register on the FFD system. - Health assessments are only performed by Employer registered Occupational Health Practitioners. - The health assessment report is not older than 3 months when the Contractor's employee is enrolled on the FFD system. - Persons that are not declared fit to perform the work specified in the occupational health service is specification for are not considered for employment by the Contractor. - The Contractor's employee must be in possession of the medical assessment result and other relevant documentation when they arrive on site to start the FFD process.
	Work Permit		X	Work Permit to be obtained before registration take place	Contractor's on planning	- Terminate Process at Old Point - South African Citizens are required to be in possession of the relevant Work Permit as required by the

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
						Information not before acceptance considered - Person not in possession of a valid or permit is not be considered for employment by the Contractor - The Contractor's employee must be in possession of the original or permit when the arrival on site to start the FFD process
	Registration on FFD System	X	X		Contractor's on planning	- Contractor's employee are registered on the Employer's FFD system by a person appointed by the Employer. They could be a Contractor employee if appointed by the Employer. The Employer's Representative is responsible to arrange this activity. Registration is only performed if the Contractor's employee is in possession of all the documentation required for registration - If the Contractor's employee is in possession of all the required documentation the individual will be registered and issued with a bar coded for
	Training Requirement Form	X	X	Employer's Representative and Contractor to supply	Contractor's on planning	- The scope of each Contractor employee or requirement are to be agreed to identify the training and/or technical assessment that are required before or day commence - All Employer training sessions include an assessment at the end of each session. Person that do not pass any training assessment and/or technical assessment identified for the scope of or are

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
						not allowed to continue until the FFD process and all are required to leave the Site - The <i>Employer's Representative</i> identify any specific training need of each individual or group of individual based on the planned work scope and ensure compliance to the training requirement identified for the specific duties before access to Site is considered - The <i>Contractor's</i> employee must be in possession of the training requirement for when he/she arrives on site to start the FFD process
	FFD process	X	X		Contractor's on planning	Contractor's employee are based on the Employer's FFD by a person appointed by the Employer. They could be a Contractor employee if appointed by the Employer
	Confined Space Training		X	Training that the Contractor's employee must complete only if required	Contractor's on planning	Only if required
	Basic Risk Training		X	Training that the Contractor's employee must complete only if required	Contractor's on planning	Only if required. The Contractor verify the validity of prior learning
	Non-Disclosure Agreement		X	All Contractor employees are required to sign a non-disclosure agreement	Contractor's on planning	The Contractor ensure that a non-disclosure agreement is signed for and signed by each employee before the person is required to start the FFD process. These forms are obtainable from the Employer at the time

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional notes
	Security Permit Application	X	X	Employer's Representative and Contractor to Supply	Contractor's on planning	- The Contractor ensure that a security permit application for is completed for each employee before the person is required to start the FFD process. The for are obtainable from the Employer at the site. - It is important that the for is completed by the Contractor in conjunction with the Employer's Representative. The for identify the security area that the Contractor's employee is required to enter for the execution of the task. - The Contractor's employee must be in possession of the security permit application when the arrival on site to start the FFD process.

2.1.1.1 Fraudulent Documents

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

3.17.6.2. False Declarations

The Contractor's employee that have made false declaration are permanently denied access to the Employer's site.

3.17.6.3. FFD requirements after registration takes place

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

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
	Enrolment on FFD System	X	X	Contractor's employee must all be enrolled on the Employer's FFD system by the Security Group when they arrive on site.	10 min	The Contractor's employee will not be allowed to attend any further FFD activities if the employee is not enrolled on the FFD system and issued with a bar coded for.

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
	• Drug Test	X	X	All the Contractor's employees are required to perform a drug test administered by the Employer. The test will be done notwithstanding the test done by the Contractor.	30 min	The Contractor's employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Site and will be denied access for at least 12 months.
	• Criminal History Verification	X	X	All Contractor employees that apply for a security permit to access the Site are required to give consent to the Employer to verify their criminal background. This activity is performed on site by the Employer's Security Staff for South African citizens by the taking of a set of fingerprints and forwarding same to the SAPS for verification.	30 min	- South African citizens who have obtained their criminal record direct from the South African Police are only required to provide the Employer's Security Staff with a set of fingerprints for record purposes. - Contractor employees with a criminal background that is deemed to be a security risk to others are denied access to the Site.
	• Health Verification	X	X	Contractor employees are required to report to the Employer's Health Service Section where the medical examination is performed off-site. It will be verified to ensure that all	30 min	The duration of this activity is approximately 30 minutes.

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
				requirement able been et		
	- Induction Training including - SAT - PIT - FM Generic - Human Performance	X	X	Site Access Training (SAT) <i>Contractor employee that are required to enter outside the protected area of FPS are required to complete the SAT course before they commence</i> Plant Induction Training (PIT) <i>Contractor employee who are required to enter inside the protected area of FPS are required to complete the Plant Induction Training (PIT) course before they commence</i> Foreign Material Exclusion Training (FME) <i>Contractor employee coming to site that require access to FM Zone or will</i>	8 hour	Site Access Training (SAT) The SAT course is defined for personnel working only in the OC. Their security permit will not allow the access to the protected area of FPS. <i>Contractor employee that do not successfully complete the SAT course will not be allowed access to the Site</i> Plant Induction Training (PIT) <i>Contractor employee that do not successfully complete the PIT course are not allowed access to the Site</i> <i>Contractor employee required to perform work in the intake area are required to pass the PIT</i> Foreign Material Exclusion Training (FME) <i>Contractor employee that do not successfully complete the FM course are not allowed access to FM Zone Personnel required to perform and on work on the plant and for specific FM as identified as part of the training requirement that do not complete the FM course successfully are not allowed access to the plant</i> Human Performance Training (HPT) <i>Contractor employee that do not successfully complete the HPT course are not allowed access to Site</i> <i>Contractor employee required to perform work in</i>

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
				perform any on or on the plant are required to complete the training Human Performance Training (HPT) Contractor employees that are required to work inside the protected area of the PS shall complete the Human Performance Training before any work is commenced		The intake exam are required to pass the HPT course
	Induction to work at the site / Material handling	X	X	Contractor employees are required to successfully complete the required training before working at the site or handling material is considered	8 hours	- Only if required - Failure to successfully complete the training will result in restriction to work at the site or handling material is prohibited
	Induction to Confined Space	X	X	Contractor employees are required to successfully complete the required confined space	2 hours	- Only if required - Failure to successfully complete the confined space training will result in access to confined space is restricted

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
				training before access to confined space is considered		
	Induction to Basic Training	X	X	Contractor employees are required to successfully complete the required Basic Training before training or is considered	8 hour	- Only if required - Failure to successfully complete the Basic Training will result in training or prohibited
	Supervisor Training	X	X	Contractor employees are required to undergo successfully complete the required Supervisor Training before or is considered	2 day	- Only if required - Failure to successfully complete the Supervisor Training will result individual being prohibited to do supervision
	Technical assessment - Mechanical - Machining - MC - Electrical - Soldering - Pipe Fitting - Civil Trade - IoT - MSS	X	X	Contractor employees who are required to perform work of a technical nature inside the protected area of power are required to perform technical assessment and be authorized to perform the work that they have been	0800 - 1200 - 3p 1300 - 1700 - 1p 0800 - 1200 - 1p 1300 - 1700 - 1p 0800 - 1200 - 1p 1300 - 1700 - 1p	- Only if required - The Employer's Representative is responsible to indicate the work that the Contractor employee will be performing on the Site - Contractor employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Site - The duration of this activity depends on the type of work discipline and scope and is between 1 hour and two days

	Activity Description	Employer's Representative	Contractor	Requirements	Planning	Additional Notes
				allocated for		
	Final acceptance and Inspection per it	X	X	All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group	30 in	

3.17.6.4. Medical examinations

Medical examination are done by Employer approved external medical practitioner. These are

Occupational Health Practice	Contact Person	Telephone	e-mail address
Life Occupational Health	Manda Canoyl	021 11 1000	MandaCanoyl@lifehealthcare.co.za
Incon	Denita Du Preez	021 11 2000 ext 2001	denita@incon.co.za
OCS	Siobhán O'Sullivan	021 8101 11	sioh@onoc.co.za
PO	Pa Pinnock	0212 2000 00	Pa@Pinnock.co.za
Fair Care Health	Colleen Paul	021 11 2130	colleen@faircare.co.za

The Contractor is responsible for the cost and completion of the medical examination by its personnel prior to the completion to Site

The Contractor is liable for payment of medical examination and COVID-19 screening of staff

3.17.6.5. Criminal record check verification service provider:

For all background screening and qualification verification

Denne De Panora a Cape Town 0000
Office Number 021 11 1011 / 021 11 1338
Fax 08 11 2000
Cell 08 8000 3211 e-mail call@netec.co.za
www.netec.co.za

3.17.6.6. COVID-19 controls that must be followed:

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

3.17.6.7. Exit procedure

The Contractor is responsible to ensure that per it older that no longer require access to the Site follow the FFD exit procedure. Failure to do so may result in the Contractor's employee being denied access in future.

The duration of the exit activity is approximately 0 minute and include an exit medical examination.

3.17.6.8. Security check points

Prior to access to Site the Contractor pass through various security check points: a entrance at the R2 access gate, entrance at the Duynfontein entrance and at access Control Point 1 (CP-1) all temporary worker/director per it are issued at CP-1.

3.17.6.9. Prohibited/unauthorised items on Site

In terms of the National Key Point Act 102 of 1980 (hereafter Operative Unit is a declared National Key Point (NKP). The National Key Point Act requires and empower 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 (CP 2 in hard).

One such security measure is procedure (S-1) Re-Entry Process for access to the Nuclear Power Station. The procedure stipulates that the following items are prohibited from being brought onto the site unless specifically authorised:

- explosive or component thereof
- bait for in drums
- alcohol
- mercury
- acid
- cellular phone
- firearm, ammunition or any part thereof and
- camera

Contractor personnel violating the procedure will be investigated and may result in action being instituted against such individual and possible removal from site.

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

3.17.6.10. Vehicles and tools/Equipment

All equipment and tools are subject to a security screening before they are allowed on the Site. All equipment and tools must be listed and specified before they are brought on Site. This list will serve as evidence for removal per it upon Completion of the works. Vehicles are only allowed on Site if justification is provided to the Employer's Representative that such a vehicle is essential to provide the service.

3.18. Contractor's management, supervision and key people.

3.18.1. Minimum requirements of people employed

- The Contractor employ in and about Providing the service only such persons that are careful, competent and efficient in their general trade and calling.
- It is expected that the Contractor will have a minimum on site execution team:
 - Team leader / supervisor (full time)
 - Managerial capabilities will be present on site when required.
- The Contractor in and about Providing the service ensure that all the requirements of 3.18.1 above is adhered to.

- The *Contractor* provide orientation and technical training for all key personnel requiring access to the Site in accordance with the requirements of the *Employer's* Radiological Safety Regulation, the *Employer's* Industrial Safety Program and in general the whole framework of plant rules and applicable regulations which may be in force at the Site from time to time and is available on request.

3.18.2. Key personnel:

- The *Contractor* ensure that all key employees assigned to the works meet the requirements of the *Employer's* security and medical qualification as well as training and experience generally required by similar utilities elsewhere in respect of similar work where required. These staff members also meet such requirements as the national Nuclear Regulator may stipulate from time to time as well as the Construction Regulation 2003 of the OS, the Project and Construction Management Profession Act 8 of 2000 and CID Civil Engineering Council the appropriate legislation applicable and
- Contractor's* superiors are deemed to be key people and are dedicated to each project on a full-time basis.
- The *Contractor's* construction health and safety agent as a specified category in terms of Section 18 (1) of the Project and Construction Management Profession Act 8 of 2000, appointed to ensure that the *Contractor* comply with its statutory duties under the OSH Act 8 of 1993 and applicable regulations such as the Construction Regulation etc.
- The following are considered key personnel by the *Employer* and the *Contractor* submit a brief CV with associated records of qualification and related experience to the *Employer's* Representative at the start date:
 - Contractor's project manager
 - Contractor's planner
 - Construction and installation superiors
 - Quality assurance representative
 - Quality control inspector
 - Health and safety representative
 - Environmental Control Officer (ECO)

2.1.2 Supervision

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

The *Contractor's* construction superior must be regarded as a professional construction manager in terms of the Project and Construction Management Act 8 of 2000.

The *Contractor* may appoint additional people as assistant construction superiors to assist the construction superior to perform certain of its functions but it does not relieve the construction superior of its or her responsibilities under the regulation. If the *Contractor* has not appointed additional people to assist the construction superior and an inspector determines that the construction superior needs assistance, he can instruct the *Contractor* to do so at no additional cost to the *Employer*.

Work may be performed by the *Contractor* unless in the presence of the *Contractor's* construction superior or an assistant construction superior.

The *Contractor's* construction superior and an assistant construction superior shall be fully conversant with the content of the *Contractor's* health and safety plan including the following and shall stop any or all work which is not in line with the provision:

- Risk assessment
- Method statement and
- Fall protection plan

3.18.3. Hours of work

All work will be performed during normal working hours Monday to Thursday from 0830 to 1730 with a lunch break of 30 minutes and Friday from 0830 to 1330 with no lunch break. Additional work may be required if emergencies occur such as a field fire etc. The requirement should be catered for. It will be the responsibility of the Contractor to ensure that their employees are on time for work.

3.18.4. Emergency mustering, accountability and evacuation

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

The Contractor ensure that the Site representative has full responsibility of the requirement and that he and his personnel are fully conversant with the muster requirements as detailed in the Employer's procedure 000-011.

3.18.5. Working on the site

The Contractor adhere to the Employer's procedure Fit to For Duty (FFD) requirements for vendors and Contractor. Both are required to perform work inside the owner controlled area of OPS 33-08. This document is not applicable to visitors. Access for visitors are dealt with in 000-0000.

The objective of the Employer's FFD program is to provide reasonable assurance that the Contractor's Site workers will perform their tasks in a reliable and trustworthy manner and are not under the influence of any substance or suffer from any health impairment which in any way adversely affects their ability to safely and competently perform their duties. The FFD program also gives reasonable assurance that the workforce has been trained and their technical competence has been assessed.

3.19. Quality Assurance requirements

The Contractor comply with the Employers Quality Management requirements stipulated in Specification 238-103 Rev 2-Supplier Quality General Requirements. The works are classified as Q2/L3 service.

The Contractor compile and submit to the Employer's Representative for acceptance a quality control plan (QCP) in all agreed hold points and verification points prior to commencement of the works.

3.20. Subcontracting

The Contractor does not sub-contract more than 10% of the works.

3.21. Cooperating with and obtaining acceptance of Others

The Contractor maintain at all times a harmonious relationship with and co-operate with the Employer and all its suppliers and sub-suppliers or their employees who may be involved.

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

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

- Test and inspection that are to be done by third-party agent on behalf of the Employer.
- Licence, permit or authorisation agent to meet statutory requirements for delivering the works to the Employer.

3.22. Control of noise, dust, water and waste

The Contractor execute the works in a manner that ensures dust and noise control measures and all dispose waste safely.

3.23. Requirements for the programme

The Contractor is required to submit a detailed program to be in 1 month period of the starting date to the Employer's Representative for acceptance. The program shall indicate start and finish duration of all

activities it is to be done deadline and the Contractor plan of execution The activities are to be done as an entire project and activities can be planned in parallel with each other

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

- 1 week for the enrolment and completion of the FFD authorisation of the Contractor staff the FFD enrolment Map for clarity on the timeline
- 3 weeks for review and approval of the S file by the Employer's Representative
- 1 week for the review and acceptance of the facility maintenance annual and maintenance plan by the Employer's Representative
- 1 week for completion and testing
- 8 hour notice for all inspections to be performed by the Employer's Representative.
- the starting date acceptance date and Completion Date
- planned Completion
- the order and timing of the operation of the Contractor plan to do in order to provide the or
- the order and timing of the activities of the Employer and Other a last agreed with the Contractor or if not to be agreed as stated in the or Information
- the date when the Contractor plan to meet key date and to complete other activities needed to allow the Employer and Other to do their activities
- provision for
 - public holiday
 - float
 - time allowance
 - health and safety requirements and
- the procedure set out in the contract
- the date when in order to provide the or in accordance with the programme the Contractor will need
 - access to a part of the Site if later than its access date
 - acceptance
 - Plant and Material and other things to be provided by the Employer and
 - information from Other
- for each operation a statement of how the Contractor plan to do the or identify the principal equipment and other resources to be planned to use

3.24. Services and other things provided by the Employer

Item	Date by which it will be provided
Electricity point within 100 m	On Site establishment
Hot or Per it	Required
Area for site establishment as agreed by the Site establishment Plan	Required

4. Appendixes

4.1. Specification 238-103 Rev 2: Supplier Quality General Requirements

4.2. User Requirement Specification NPM21/008

4.3. Concept drawing KBA 0003Y001000 Doc No: 136463– Overhead Beam (Low Level Waste Building)

C Site Information

1. Topographical

1.1. Location of the Site

The Site is located in CP-2 at the Nuclear Power Station (NPS) north of Melbourn in the South Eastern Cape and is reached via the main road from Cape Town to Saldanha (R2). The turn off to NPS is indicated on the R2. NPS is approximately 30 km north of Cape Town and the approximate co-ordinates are 33°0'S and 18°2'E.

After the turn off the access route follows the main access road to NPS.

1.2. Security check points

Prior to access to Site there are two security check points: Public exclusion boundaries at the entrance from the R2 and at the entrance from Dwynefontein. Security access is through the Control Point (CP) 1 & 2.

1.3. The works will be located at the site as depicted in Figure 1 above and the RO Building nearby.