

Q2/L2 Service
238-102 Rev 2
2022-06-28

NEC3 Supply Contract (SC3)

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

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

for The provision of design, manufacturing, delivery and commissioning support of the electromagnetic flow meters and accompanying installation materials for the RIS System and the compilation of the ASME Compliant Specification (Option) (KBG2406).

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	15
C1.2b Contract Data provided by the <i>Supplier</i>	2
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	

C1.1 Form of Offer & Acceptance

Offer

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

The provision of design, manufacturing, delivery and commissioning support of the electromagnetic flow meters and accompanying installation materials for the RIS System and the compilation of the ASME Compliant Specification (Option) (KBG2406).

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

	The offered total of the Prices exclusive of VAT is	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Purchaser

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,
2199

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Purchaser**

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

C1.2a SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price Adjustment for Inflation
		X2: Changes in the law
		X3: Multiple Currencies
		X7: Delay Damages
		X13: Performance Bond
		X18: Limitation of Liability
		Z: <i>Additional conditions of contract:</i>
	of the NEC3 Supply Contract (April 2013) ²	
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Represented by :	Frikkie Ellis
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	+27 21 550 5202
10.1	The <i>Supply Manager</i> is (name):	Pravin Sewsanker
	Address	Koeberg Nuclear Power Station, R27 off West Coast Road, Melkbosstrand, Republic of South Africa.
	Tel	+27 21 522 3042
11.2(13)	The <i>goods</i> are	1. Supply of 5 off new flow meters, signal converters, associated installation materials and spares including gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling. 2. Calibration equipment for on-site periodic calibration of installed flow meters.

		3. All required documentation.	
11.2(13)	The <i>services</i> are	<ol style="list-style-type: none"> 1. Compilation of ASME compliant design specification (Option). 2. Calibration of non-nuclear grade flow meter and corresponding signal converters in test loop similar to plant configuration prior to manufacture start. 3. Factory acceptance testing. 4. Provide technical site support during installation and commissioning. 5. Training of Purchaser's personnel on the 5 off flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station. 	
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Matters notified under Early Warning procedure. • Matters that arise from risk reduction meetings 	
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it refers.	
11.2(15)	The Supply Requirements as part of the Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it refers.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	One (1) week	
2	The Supplier's main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	One (1) week after order placement	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods</i>	<i>delivery date</i>
		1	Supply of 5 off new flow meters, signal converters, associated installation materials and spares including gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling.
		2	Calibration equipment for on-site periodic calibration of installed flow meters.
		3	Supply of all required documentation.
		<i>Services</i>	
		<i>delivery date</i>	

		1	Compilation of ASME compliant design specification (Option).	One (1) month after the Contract Date
		2	Calibration of non-nuclear grade flow meter and corresponding signal converters in test loop similar to plant configuration prior to manufacture start.	Prior to start of manufacture of flow meters
		3	Factory acceptance testing.	Supplier's first accepted programme
		4	Provide Technical site support during installation and commissioning.	Unit 1- 31 July 2024 Unit 2 – 30 April 2025
		5	Training for the new 5 off flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station	29 Feb 2024
31.1	The <i>Supplier</i> is to submit a first acceptable programme for acceptance within	One (1) week after the Contract Date.		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	4 weeks, before the end of the <i>assessment interval</i> .		
4	Testing and defects			
42	The <i>defects date</i> is	Goods: 116 weeks after delivery of 5 off new flow meters for Units 1 and 2 RIS 014 / 015 MD Services: 104 weeks after completion of the Commissioning support for 5 off New Flow Meters on the each Unit		
43.2	The <i>defect correction period</i> is except that the <i>defect correction period</i> for foreign repairs is	Two (2) weeks following installation and commissioning on Site Four (4) weeks		
42.2	The <i>defects access period</i> is except that the defects access period for foreign repairs is	Unit Outage dependant Unit Outage dependant		
5	Payment			
50.1	The <i>assessment interval</i> is	between the 24th and 25th day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand		

51.2	The period within which payments are made is	Four (4) weeks after invoice received.
51.4	The <i>interest rate</i> is	<p>(i) 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 Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	Damage of <i>goods</i> following delivery at Delivery Place.
81.1	Insurance	Refer to Z13 – Insurance
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	The referring Party selects 2 (two) persons from the panel of NEC Adjudicators set up by the ICE-SA Division (or its successor body) of the South African Institution (see www.ice-sa.org.za) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 1 (one) of the 2 (two) nominees to be the Adjudicator within 4

		(four) days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. If the Parties do not agree on an Adjudicator, the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).																		
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)																		
94.4(2)	The <i>tribunal</i> is:	Arbitration																		
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																		
94.4(5)	The place where arbitration is to be held is	Cape Town, South Africa																		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																		
10	Data for Option clauses																			
X1	Price Adjustment for inflation	Price adjustment will only be applicable after the first twelve (12) months from the base date for indices.																		
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are: <i>Goods Cost:</i> <i>Services Cost:</i>	One month prior to the tender closing date Local: <table border="1"> <tr> <th>Proportion</th><th>Linked to Index for</th><th>Index Prepared by</th></tr> <tr> <td>0.10</td><td>Non adjustable</td><td></td></tr> <tr> <td>0.90</td><td>Table U-A Production Price Index (PPI) – Final Manufactured Goods</td><td>SEIFSA</td></tr> </table> <table border="1"> <tr> <th>Proportion</th><th>Linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.10</td><td>Non adjustable</td><td></td></tr> <tr> <td>0.90</td><td>SEIFSA Table D-3 Consumer</td><td>SEIFSA/STATS SA</td></tr> </table>	Proportion	Linked to Index for	Index Prepared by	0.10	Non adjustable		0.90	Table U-A Production Price Index (PPI) – Final Manufactured Goods	SEIFSA	Proportion	Linked to index for	Index prepared by	0.10	Non adjustable		0.90	SEIFSA Table D-3 Consumer	SEIFSA/STATS SA
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X1.4	Price adjustment	Price adjustment for inflation is not applicable to a change in the amount due since the last assessment, for a change in the amount due since the last assessment after the Completion Date for which delay damages in terms of Option X7 are applicable.																								
X2	Changes in the law																									
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date																								
X3	Multiple Currencies																									
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	<table><tr><td>Items</td><td>Other currency</td><td>Total maximum payment in the currency</td></tr><tr><td>[•]</td><td></td><td></td></tr><tr><td>[•]</td><td></td><td></td></tr><tr><td>[•]</td><td></td><td></td></tr></table>	Items	Other currency	Total maximum payment in the currency	[•]			[•]			[•]														
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X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)																								
		The items will be paid in the other currency - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa																								

		- in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date. (select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)	
		The direct cost of modification of forward cover due to a change in the following is paid by the Party causing the change: <ul style="list-style-type: none"> the date of payment; the date of invoicing; and the currency to be paid. 	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of Goods	amount per day
		5 off new flow meters, signal converters, associated installation materials and spares including gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling.	R 22 010.00
		Calibration equipment for on-site periodic calibration of installed flow meters.	R 22 010.00
		Supply of all required documentation.	R 22 010.00
		Delivery of Services	amount per day
		Provide Technical site support during installation and commissioning.	R 22 010.00
		Training for the new 5 off flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station	R 22 010.00
		The total delay damages payable does not exceed 20% of the Prices at the Contract Date.	
X13	Performance Bond		
X13.1	The amount of the performance bond is	10% of the Total of the Prices	
X18	Limitation of Liability		

X18.2	For any one event the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	The amount of the deductibles relevant
Z	The additional conditions of contract are	Z1 to Z14 always apply for Eskom
Z1	Cession delegation and assignment	
Z1.1	The <i>Supplier</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .	
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Supplier</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Purchaser</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.	
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.	
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i> .	
Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the <i>Goods and Services</i> .	
Z3.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
Z4	Confidentiality	
Z4.1	The <i>Supplier</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Supplier</i> , enters	

	the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Supplier</i> disclose information to Others in terms of clause 23.1, the <i>Supplier</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Supply Manager</i> .
Z4.3	In the event that the <i>Supplier</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Supplier</i> , to the extent permitted by law prior to disclosure, notifies the <i>Purchaser</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Supplier</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the <i>goods</i> or any portion thereof, in the course of Providing the <i>Goods</i> and <i>Services</i> and after Delivery, requires the prior written consent of the <i>Supply Manager</i> . All rights in and to all such images vests exclusively in the <i>Purchaser</i> .
Z4.5	The <i>Supplier</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Supply Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 25.4
Z6.1	<p>The <i>Supplier</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the <i>goods</i> and execution of the <i>services</i>.</p> <p>Without limitation the <i>Supplier</i>:</p> <ul style="list-style-type: none"> warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Supplier</i> , in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Supply Manager</i> in terms of core clause 51.1, the <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice in accordance with the

	<i>Purchaser's</i> procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Supplier</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Purchaser</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>Purchaser</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Supplier</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Purchaser's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the <i>Supply Manager</i> giving an instruction, changing an earlier decision or correcting an assumption".
Z8.2	Add to core clause 62.3, "The <i>Supply Manager's</i> reply which is an acceptance of a quotation for a compensation event may require the due authority of the <i>Purchaser</i> ."
Z8.3	Add to core clause 62.5, "The <i>Supply Manager</i> notifies the <i>Supplier</i> if the <i>Purchaser's</i> authority is required and includes in his notification any extension to the period within which he is required to reply to the <i>Supplier's</i> quotation.
Z9	<i>Purchaser's</i> limitation of liability
Z9.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the <i>Purchaser's</i> liability under the indemnity is limited.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.
Z11	Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z11.1	If the amount due for the <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the <i>Goods</i> and <i>Services</i> using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.
Z12	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,		
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,		
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,		
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a <i>good</i> or service to unlawfully or illegally influence the actions of an Affected Party,		
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,		
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and		
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.		
Z12.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.		
Z12.2	The <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the <i>Services</i> if a Committing Party has taken such Prohibited Action and the <i>Supplier</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Purchaser</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Purchaser</i> can terminate the <i>Supplier's</i> obligation to Provide the <i>Services</i> for this reason.		
Z12.3	If the <i>Purchaser</i> terminates the <i>Supplier's</i> obligation to Provide the <i>Services</i> for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.		
Z12.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Purchaser</i> does not have a contractual bond with the Committing Party, the <i>Supplier</i> ensures that the Committing Party co-operates fully with an investigation.		
Z13	Insurance		
Z13.1	Replace core clause 81 with the following:		
81.1	When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.		
81.2	The <i>Supplier</i> provides the insurances stated in the Insurance Table A from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.		
	INSURANCE TABLE A		
	Insurance against	Minimum amount of cover	For the period following Completion of the whole of the services or earlier termination

	Liability of the <i>Supplier</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing <i>services</i> similar to the <i>services</i>	Value of the contract at the Contract Date.	Up to the Defects Date.
	Liability for death of or bodily injury to a person (not an employee of the <i>Supplier</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Supplier</i>	<p><u>Loss of or damage to property:</u></p> <p>The replacement cost where not covered by the <i>Purchaser's</i> insurance</p> <p>The <i>Purchaser's</i> policy deductible, as at Contract Date, where covered by the <i>Purchaser's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u></p> <p>The amount required by the applicable law.</p>	Up to the Defects Date.
	Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law.	Up to the Defects Date.

81.3 The *Purchaser* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

	Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity	
	Assets All Risk	Per the insurance policy document	
	Contract Works insurance	Per the insurance policy document	
	Environmental Liability	Per the insurance policy document	
	General and Public Liability	Per the insurance policy document	
	Transportation (Marine)	Per the insurance policy document	
	Motor Fleet and Mobile Plant	Per the insurance policy document	
	Terrorism	Per the insurance policy document	
	Cyber Liability	Per the insurance policy document	
	Nuclear Material Damage and Business Interruption	Per the insurance policy document	
	Nuclear Material Damage Terrorism	Per the insurance policy document	
Z14	Nuclear Liability		
Z14.1	The <i>Purchaser</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.		

Z14.2	The <i>Purchaser</i> is solely responsible for and indemnifies the <i>Supplier</i> or any other person against any and all liabilities which the <i>Supplier</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Supplier</i> or any other person or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS Delivery Place, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .
Z14.3	Subject to clause Z14.4 below, the <i>Purchaser</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Supplier</i> or any other person, or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS Delivery Place, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .
Z14.4	The <i>Purchaser</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z14.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Annexure A: Supply Requirements

The Supply Requirements for this contract are based on the use of INCOTERMS:

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010² as follows:

Group	Category	Term	Delivery Place
D	Arrival	DDP (Delivery Duty Paid)	Koeberg Nuclear Power Station (KNPS) Main Admin Building and Bulk Stores R27 off West Coast Road Melkbosstrand Republic of South Africa 7740

The Parties obligations described in Incoterms for the category and term selected are now incorporated into this contract as part of the Supply Requirements and hence the Goods Information.

The obligations of seller and buyer for the selected Incoterm determine each Party's costs, risks and insurance requirements incidental to the supply and transport of the *goods* from *Supplier* to *Purchaser*.

For each of the thirteen terms, Incoterms set out obligations of the seller (the *Supplier*) in ten paragraphs identified as A1 to A10 and the corresponding obligations of the buyer (the *Purchaser*) in paragraphs B1 to B10. These obligations cover the following subjects:

A	The <i>Supplier's</i> obligations	B	The <i>Purchaser's</i> obligations
A1	Provision of <i>goods</i> in conformity with contract	B1	Payment of the price
A2	Licences, authorisations and formalities	B2	Licences, authorisations and formalities
A3	Contracts of carriage and insurance	B3	Contracts of carriage and insurance
A4	Delivery	B4	Taking delivery
A5	Transfer of risks	B5	Transfer of risks
A6	Division of costs	B6	Division of costs
A7	Notice to the buyer	B7	Notice to the seller
A8	Proof of delivery, transport document or equivalent electronic message	B8	Proof of delivery, transport document or equivalent electronic message
A9	Checking - packing – marking	B9	Inspection of <i>goods</i>
A10	Other obligations	B10	Other obligations

All other information NOT pertinent to the above is given in the balance of the Goods Information

² International Chamber of Commerce, Incoterms 2010, Paris, January 2011

The Supply Requirements for this contract are as follows:

[Use these when INCOTERMS do not apply].

1. The requirements for the supply are	Refer to <i>Purchaser's</i> Goods Information.	
2. The requirements for transport are	Refer to <i>Purchaser's</i> Goods Information	
3. The delivery place is	Koeberg Nuclear Power station main stores, R27 OFF West Coast Road, Melkbosstrand Cape Town, Republic of South Africa. The installation and Commissioning support Services shall be on Delivery Place at Koeberg Nuclear Power Station,	
4. Actions of the Parties during supply	Action	Party which does it
	Giving notice of Delivery	<i>Supplier</i>
	Checking packing and marking before dispatch	<i>Supplier</i>
	Contracting for transport	<i>Supplier</i>
	Pay costs of transport	<i>Supplier</i>
	Arrange access to delivery place	<i>Supplier</i>
	Loading the <i>goods</i>	<i>Supplier</i>
	Unloading the <i>goods</i>	<i>Supplier</i>
For international procurement	Undertake export requirements	<i>Supplier</i>
	Undertake import requirements	<i>Supplier</i>
5. Information to be provided by the <i>Supplier</i>	Title of document	
	Packing lists for cases and their contents	
	Copy of invoice for the <i>goods</i>	
	Delivery Note	
	Test results and maintenance manuals	
For international procurement	Licences, authorisations and other formalities associated with export of the <i>goods</i>	
	Air Waybill or Bill of Lading with associated landing, delivery and forwarding order	
	The Bill of Entry endorsed by the importation authority	
	Customs work sheets, showing tax, duties and surcharges which the law of the country into which the <i>goods</i> are being imported requires the importer to pay	
	Invoice from the importation clearing agent showing airline fees, landing charges, wharfage and dock dues as applicable	
	Specify other import documents required by authorised officials.	

All other information NOT pertinent to the above is given in the balance of the Goods Information

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

The *conditions of contract* stated in the Contract Data Part 1 includes Option:

Option X13: Performance bond

This Option require a bond or guarantee “in the form set out in the Goods Information”.

Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Goods Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto it's letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Purchaser* within the time stated in the contract.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)
 (to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	Eskom Holdings SOC Ltd a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Purchaser* by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
- state the amount claimed ("the Demand Amount");

- state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

C1.2b Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering *supplier*:

1. Please read both the NEC3 Supply Contract (SC3)³ and the relevant parts of its Guidance Notes (SC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	
11.2(11)	The tendered total of the Prices is	R , (in words)
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.	
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	

³ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

PART 2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, (SC3) core clauses states:

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.

Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>.

Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the *Goods* and *Services* in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the *Goods* and *Services* in accordance with the Price Schedule. The Price Schedule is only a pricing document.

Preparing the *price schedule*

Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering *supplier* should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the *Goods* and *Services* as described at the time of entering into this contract.

It will be assumed that the tendering *supplier* has

- Read Pages 8, 11, 12 and Appendix 5 of the SC3 Guidance Notes before preparing the *price schedule*;
- Included in his Prices and rates for correction of Defects (core clause 43.1) as there is no compensation event for this unless the Defect is due to a *Supplier's* risk;
- Spread the cost of doing work he chooses not to list as separate items in the *price schedule* across

other Prices and rates in order to fulfil the obligation to Provide the *Goods* and *Services* for the tendered total of the Prices;

- Understood that there is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event per clause 60.1;
- Understood that the *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event.

Format of the *price schedule*

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

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

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

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

Item nr	Description	Price
1.	Goods	
1.1	Supply of 5 off new flow meters, signal converters, associated installation materials and spares including gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling.	
1.2	Calibration equipment for on-site periodic calibration of installed flow meters.	
1.3	Supply of all required documentation.	
2.	Services	
2.1	Compilation of ASME compliant design specification (Option).	
2.2	Calibration of non-nuclear grade flow meter and corresponding signal converters in test loop similar to plant configuration prior to manufacture start.	
2.3	Factory acceptance testing.	
2.4	Provide Technical site support during installation and commissioning.	
2.5	Training for the new 5 off flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station	

The total of the Prices

Note

- 2.1 above is priced as an option. The *Purchaser* will decide prior to the Contract Date if the option will be exercised.
- Prices exclude VAT.

C3 SC3 SCOPE OF WORK

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C3.1: *PURCHASER'S* GOODS INFORMATION

1. Overview and purpose of the *goods* and *services*

The *goods*, to be supplied by the *Supplier*, are:

- Supply of 5 off new flow meters, signal converters, associated installation materials and spares including gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling.
- Calibration equipment for on-site periodic calibration of installed flow meters.
- Supply of all required documentation.

The *services*, to be supplied by the *Supplier*, are:

- Compilation of ASME compliant design specification (Option).
- Calibration of non-nuclear grade flow meter and corresponding signal converters in test loop similar to plant configuration prior to manufacture start.
- Factory acceptance testing.
- Provide Technical site support during installation and commissioning.
- Training for the new 5 off flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station.

1.1 Executive overview

Several systems and components used at the *Purchaser's* Koeberg Power Station are designed to mitigate the consequences of a Loss of Coolant Accident (LOCA). The safety injection system (RIS) consists of three High Head Safety Injection (HHSI) pumps, a Boron Injection Tank (BIT), three pressurised accumulator tanks and two Low Head Safety Injection (LHSI) pumps. The RIS delivers borated water to the reactor core, to limit fuel and cladding temperature during a LOCA.

The function of the LHSI pumps is to inject large quantities of borated water into the Reactor Coolant System in the event of a LOCA. Any time during a safety injection, the LHSI pumps provide Net Positive Suction Head (NPSH) for the HHSI pumps. They also assist in removing heat from the core by re-circulating containment sump water through the core.

The flow meters RIS 014 MD and RIS 015 MD are located on the discharge side of the LHSI pumps RIS 001 PO and RIS 002 PO respectively. These flow meters are used to measure the low-pressure injection flow into the various systems it is connected to. These flow meters are degraded and obsolete and require replacement.

1.2 Purpose of the *goods* and *services*

The purpose of the *goods* and *services* is the replacement of 5 off flow meters, including signal converters, gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling to enable to accurate measurement of the low-pressure injection flow into the various systems.

2. Interpretation and terminology

2.1 Abbreviation

The following abbreviations are used in this Goods Information:

Abbreviation	Meaning given to the abbreviation
ACP	Access Control Point
AFSA	Arbitration Foundation of South Africa
AIA	Appointed Inspection Authority

Abbreviation	Meaning given to the abbreviation
ASME	American Society Of Mechanical Engineers
B-BBEEE	Broad-Based Black Economic Empowerment
BIT	Boron Injection Tank
CFC	Customer Foreign Currency
CV	Curriculum Vitae
CQMP	Contract Quality Management Plan
DCRF	Document Comment and Resolution Form
DDP	Delivery Duty Paid
EDF	Electricité de France
FAT	Factory Acceptance Test
FFD	Fitness for Duty
HHSI	High Head Safety Injection
HP	Human Performance
HPR	Human Performance Representative
ICE-SA	A Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering
ISO	International Standard Organisation
KNPS	Koeberg Nuclear Power Station
KOU	Koeberg Operating Units
LHSI	Low Head Safety Injection
LOCA	Loss of Coolant Accident
NKP	National Key Point
NNR	National Nuclear Regulator
NPSH	Net Positive Suction Head
OEM	Original Equipment Manufacturer
pdf	Portable Document Format (Adobe Acrobat)
PIT	Plant Induction Training
PLAD	Project List of Applicable Documents
PPI	Production Price Index
PTW	Permit to Work
QA	Quality Assurance
QADP	Quality Assurance Data Package
QCP	Quality Control Plans
QMS	Quality Management System
RIS	Safety Injection System
RSA	Republic of South Africa
SACPCMP	South African Council for Project and Construction Management Professions
SARB	South African Reserve Bank

Abbreviation	Meaning given to the abbreviation
SEIFSA	Steel and Engineering Federation of South Africa
STATS SA	Statistics South Africa
TRS	Technical Requirement Specification

2.2 Terminology

The following terminologies are used in this Goods Information:

Term	Description
Shall	Denotes a requirement.
Should	Denotes a recommendation.
May	Denotes permission.
Construction Health and Safety Agent	A competent person who acts as a representative for the <i>Supplier</i> in managing health and safety on a construction project for the <i>Supplier</i> and who has satisfied the registration criteria of the SACPCMP to perform the required functions.
Action of the <i>Supply Manager</i>	The actions the <i>Supply Manager</i> has to perform in fulfilling their express duties, under the SC.
Confidential	the classification given to information that may be used by malicious/opposing/ hostile elements to harm the objectives and functions of the <i>Purchaser</i> .
Requirement	<ul style="list-style-type: none"> A condition or capability needed by the <i>Purchaser</i> to solve a problem or achieve an objective. A condition or capability that must be met or possessed by a system or system component to satisfy a contract, standard, specification or other formally imposed document.
Non-Outage	When the power station unit is operational
Outage	When the power station unit is shut down for maintenance and refuelling
Others	<p>Others working on this project as required by the <i>Purchaser</i> are as follows:</p> <ul style="list-style-type: none"> NNR; <i>Purchaser's</i> Authorise Inspection Agency; <i>Purchaser's</i> consultants; Consultants; <p>The list is updated, by the <i>Supply Manager</i>, each time a third parties contract is placed by the <i>Purchaser</i> or Others change.</p>
Design	The process of devising a system, component, or process to meet the <i>Purchaser's</i> requirements, as specified in the Goods Information. It is a decision-making process, in which the basic science, mathematics and engineering sciences are applied to meet the objective for the <i>Goods</i> and <i>services</i> .
Designer	<ul style="list-style-type: none"> Competent person who: <ul style="list-style-type: none"> prepares a design; checks and approves a design;

Term	Description
	<ul style="list-style-type: none"> - arranges for any person at work under his or her control to prepare a design; - an employee of that person where he/she is the employer; or - designs temporary work, including its components. • an engineer contributing to, or having overall responsibility for a design; • a building services engineer designing details for fixed plant; • a surveyor specifying articles or drawing up specifications; or • a <i>Supplier</i> carrying out design work as part of a design and implementation.
Technical Lead	The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the <i>works</i> is suited for its designated purpose as stated in the Works Information.
FIN	denotes "Final" documentation and indicates that the <i>Supply Manager / Purchaser</i> has accepted the document after the incorporation of any comments from the <i>Purchaser's</i> review of the document. Documents in FIN status, if necessary, are submitted by the <i>Purchaser</i> to the NNR for review.
Include	If "include" is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "include".
Including	If "Including" is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "including".
Work Plan	A work plan is a project management plan by another name. It clearly articulates and outlines the steps needed to achieve a department-level or company-level end goal by setting milestones, deliverables, resources, budgetary requirements and a timeline to weave it all together.
Site Work Package	A Site Work Package is a group of related tasks within a project. Because they look like projects themselves, they are often thought of as sub-projects within a larger project. Work packages are the smallest unit of work that a project can be broken down to when creating your Work Breakdown Structure (WBS).
Verification of Defined Cost	The substantiation of, and assessment of contractual entitlement to, reimbursement of the costs within the <i>Supplier's</i> applications for payment of Defined Cost.

3. The *goods* and *services*

The *goods* and *services* include the design, design verification, procurement, manufacturing, inspection, testing, calibration in test loop similar to plant configuration, cleaning, packaging, shipping, documentation updates, delivery, commissioning support of the electromagnetic flow meter, supply of corresponding signal converters, gaskets, studs, nuts, washers, mounting accessories, field current and signal cabling for the RIS System and additionally compilation of ASME compliant specification (Option) of the new flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station.

The scope of this supply for *goods* includes but is not limited to the following:

- Supply of 5 off new flow meters, signal converters, associated installation materials and spares including gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling.
- Calibration equipment for on-site periodic calibration of installed flow meters.
- Supply of all required documentation.
- The scope of this supply for *services* includes but is not limited to the following:
- Compilation of ASME compliant design specification (Option).
- Calibration of non-nuclear grade flow meter and corresponding signal converters in test loop similar to plant configuration prior to manufacture start.
- Factory acceptance testing.
- Provide Technical site support during installation and commissioning.
- Training for the new 5 off flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station.

4. Specification and description of the *goods* and *services*

4.1 Introduction

Refer to:

- Specification included in Appendix A of this document – Procurement Specification 240 – 165754047
 This specification provides the general technical requirements and rules that apply to all the activities that relate to the design, design verification, procurement, manufacturing, inspection, testing, cleaning, packaging, shipping, documentation updates, and delivery of the electromagnetic flow meter for the RIS System.
 The *Supplier* is responsible for compliance with all the requirements presented in this specification and its references. Any omissions from this specification, conflicts in this specification or between the requirements of this specification or its references, shall be brought to the attention of the *Supply Manager* by the *Supplier*. The *Supplier* shall not proceed with work, until he has received written clarification from the *Supply Manager*.

4.2 Responsibility matrix

Goods	Supplier	Purchaser	References
Supply of 5 off new flow meters, signal converters, associated installation materials and spares including gaskets, studs, nuts, washers, mounting accessories and field current and signal cabling.	The <i>Supplier</i> provides.	The <i>Purchaser</i> reviews.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047
Calibration Equipment for on-site periodic calibration of installed flow meters.	The <i>Supplier</i> provides.	The <i>Purchaser</i> inspects /reviews.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047
Supply of all required documentation.	The <i>Supplier</i> provides.	The <i>Purchaser</i> reviews.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047
Services	Supplier	Purchaser	References
Compilation of ASME compliant design specification (Option).	The <i>Supplier</i> provides.	The <i>Purchaser</i> reviews.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047 331-32: Technical Requirement Specification Template 331-165: Preparation of Engineering Technical Specifications
Calibration of non-nuclear grade flow meter and corresponding signal converters in test loop similar to plant configuration prior to manufacture start.	The <i>Supplier</i> provides.	The <i>Purchaser</i> reviews.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047

Factory acceptance testing.	The <i>Supplier</i> performs.	The <i>Purchaser</i> reviews.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047
Provide Technical site support during installation and commissioning.	The <i>Supplier</i> provides.	The <i>Purchaser</i> reviews.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047
Training for the new 5 off flow meters RIS 014 / 015 MD in Units 1 and 2 at the Koeberg Nuclear Power Station	The <i>Supplier</i> provides.	The <i>Purchaser</i> attends the training.	Specification included in Appendix A of this document – Procurement Specification 240 – 165754047

4.3 Procedure for submission and acceptance of *Supplier's* design

The *Supplier* provides all the documentation updates to KNPS documentation and a Quality Assurance Data Package (QADP) for acceptance by the *Supply Manager*.

4.3.1 Document review process

To maintain the project programme, the following document comment and review cycle shall be established:

- The Supply Manager shall have 2 weeks to review the PRL documents that the Contractors submitted, utilising suitably qualified and experienced individuals, and to issue all comments on a consolidated Document Comment and Resolution Form (DCRF) to the *Supplier* containing:
- No repeated nor conflicting comments; and
- Detailed reasons for withholding acceptance.
- If the Supply Manager fails to respond to the *Supplier* within the 2 weeks, the *Supplier* may assume acceptance and issue the document in FIN status.
- The *Supplier* shall have 1 week to analyse the Supply Manager's DCRF and to submit his responses to the comments on the DCRF.
- The *Supplier* and *Supply Manager* shall have 2 weeks to agree and close out all comments on the DCRF.
- The *Supplier* shall have 1 week to issue the revised document in FIN status addressing and incorporating the agreed upon comments.
- The *Supply Manager* shall have 1 week to formally accept the FIN status document and
- Either submit the FIN status document to the NNR;
- Or instruct the *Supplier* to issue the document in final CFC status if no NNR involvement is required.
- The NNR (if necessary) shall have 3 months to review and respond to the FIN status document.
- The *Supply Manager* will send for information any comments received from the NNR to the *Supplier* as soon as it has been received.

- If *Supplier* intervention is required to address NNR comments, the *Supply Manager* will instruct within 1 week after receipt of the NNR comments the *Supplier* to:
 - Either perform re-work and correct defects;
 - Or provide support in terms of Section 2.3.1.
- The *Supplier* shall have 1 week to review and analyse the comments received from the *Supply Manager*;
- The *Supplier* and *Supply Manager* shall have 2 weeks to agree and close out all comments from the NNR.
- The *Supplier* will have 1 week to re-issue the document to the *Supply Manager*;
- The *Supply Manager* will have 1 week to accept the document and submit it to the NNR (if necessary).
- The *Purchaser* and NNR review periods do not run concurrently.



4.4 Quality Management Requirements

4.4.1 Quality Assurance Requirements

The engineering classification assigned to the supply of the items is Q2/L2 (Mechanical) and Q3/L2 (Electrical). The engineering classification assigned to the design service is Q2/L2 for both Mechanical and Electrical. The higher classification of Q2/L2 is applicable for the contract. The *Supplier* implements and maintains a Quality and Safety Management System that complies with the requirements of Eskom's Quality Specification 238-102 Rev2 and meets the requirements of ASME NQA-1 (Quality Requirements for Nuclear Facilities) or equivalent. The *Supplier's* Quality Management System (QMS) shall be certified to ISO9001:2015. The *Supplier's* QMS is subject to review and acceptance by the *Purchaser*.

Within 30 days after contract award, the *Supplier* submits a Contract Quality Management Plan (CQMP) for the *Purchaser's* review and acceptance, which meets the requirements of 238-102, Procurement Specification 240 – 165754047 Rev2. The *Supplier* shall notify Eskom of any deviations or discrepancies regarding the Contract Quality Management Plan implementation.

A Quality Plan, specific to each manufacturing and installation activity, is to be established and submitted to the *Purchaser* for acceptance before commencement of any work.

The *Supplier* ensures that any sub-Supplier employed by him has and implements a Quality Management Programme to meet the requirements of the *Purchaser*.

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

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

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

The duly authorised representative of the *Purchaser* and *Purchaser's* Appointed Inspection Authority (AIA) or the regulatory body is offered access to the *Supplier* and its sub-Supplier's premises at reasonable times to monitor compliance with quality management requirements and to participate in final inspections.

The *Supplier* ensures that his staff and sub-Suppliers are conversant with the content of the works as defined by the Works Information, quality control plans/work plans and work instructions.

Supplier's authorisation of personnel (including sub-Supplier personnel), applied for Providing the Works, is made available to the *Purchaser* prior to the start of the work for which the authorisation is done.

The *Supplier* retains records of internal reviews performed by its personnel. The records provide objective evidence of who performed the review and the level of detail of the review. This requirement is also applicable to review of sub-Supplier deliverables. Where considered necessary, the *Purchaser* may request such review records and the *Supplier* provides such information without limitation.

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

4.4.2 Quality Control Requirements

The *Supplier's* and sub-Supplier's quality control programmes are subject to the acceptance by the *Purchaser*.

The *Supplier* ensures that all specifications and requirements are communicated to the relevant parties in his organisation and does not deviate from it.

All *Supplier's* Quality Control Plans (QCP)s are accepted by the *Purchaser*, the *Supplier* and the *Purchaser's* Appointed Inspection Authority/QA representative (as applicable) prior to the commencement of work. Only after acceptance of these documents by the *Purchaser* and the *Purchaser's* QA representative / AIA as applicable, may the work proceed.

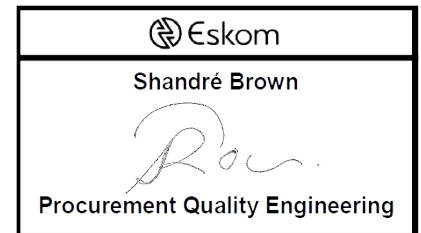
The *Supplier* ensures that all work (*Supplier* and sub-Supplier work) is carried out in accordance with the QCPs or any other specifications through written instructions from the *Purchaser*. All documentation has a clearly stated revision number and previous similar documentation is revoked.

All quality related problems/issues are reported and resolved as Defects in terms of Core Clause 42.2. All completed work is signed off in the QCPs as the work progress and all the relevant signatures are made on the documentation. The *Supplier* and his sub-Supplier employs quality control representatives, with appropriate proven experience.

4.4.3 Supplier's Quality Control Plans (QCPs)

The QCP typically consist of the following as a minimum:

- A cover page that includes and makes provision for the following:
 - Document unique number
 - Revision number
 - Page number
 - Provision to incorporate all inspection report numbers
 - Plant/system worked on
 - High level description of work execution
 - Provision for review and acceptance signatures by the *Supplier*, the *Purchaser* and the *Purchaser's* AIA/QA representative (where applicable).



- Provision for final release signatures by the *Supplier*, the *Purchaser* and the *Purchaser's* AIA/ QA representative (where applicable).
- A page which includes a high level logical sequence of work execution
- A page which includes:
 - Drawing numbers
 - Abbreviations
 - Records numbers
 - Procedures numbers
 - Reference document numbers
 - Certificate numbers and references
- The work execution logic and sequence.
- Hold and witness points
- A Materials summary that includes:
 - Material quantities and dimensions
 - Material certificate numbers or receipt inspection reference numbers with adequate traceability to material/other certificates.
- A thickness test report where thickness tests are carried out on components. The thickness test results are recorded and the positions of the measurements are traceable to the specific area of testing against the records.

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

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

The duly authorised representative of the *Purchaser* and *Purchaser's* Appointed Inspection Authority (AIA) or the regulatory body is offered access to the *Supplier* and its sub-Supplier's premises at reasonable times to monitor compliance with quality management requirements and to participate in final inspections.

The *Supplier* ensures that his staff and sub-Suppliers are conversant with the content of the *works* as defined by the Works Information, quality control plans/work plans and work instructions.

Supplier's authorisation of personnel (including sub-Supplier personnel), applied for Providing the Works, is made available to the *Purchaser* prior to the start of the work for which the authorisation is done.

The *Supplier* retains records of internal reviews performed by its personnel. The records provide objective evidence of who performed the review and the level of detail of the review. This requirement is also applicable to review of sub-Supplier deliverables. Where considered necessary, the *Purchaser* may request such review records and the *Supplier* provides such information without limitation.

THE PROVISION OF DESIGN, MANUFACTURING, DELIVERY AND COMMISSIONING SUPPORT OF THE ELECTROMAGNETIC FLOW METERS AND ACCOMPANYING INSTALLATION MATERIALS FOR THE RIS SYSTEM AND THE COMPILATION OF THE ASME COMPLIANT SPECIFICATION (OPTION)

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

5. Constraints on how the *Supplier* Provides the Goods and Services

5.1 Programming constraints

5.1.1 Documentation and Reporting

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

Design document and ASME compliant specification including seismic qualification requirements in terms of this supply contract:

- The technical data sheet.
- The operating manual.
- The overall drawing with a bill of materials included.
- Lists of spare parts recommended to comply with the operating conditions for a minimum of 5 years.
- Accreditation or Certification indicating independent acceptance of the *Supplier's* quality assurance programme.
- Manufacturer's commitment to supporting the proposed electromagnetic flow meters for the future, in terms of replacements and spares.
- Manufacturer's recommended maintenance requirements to ensure qualification.
- Manufacturer to supply track record of equipment and expected life expectancy of equipment.
- Documents to be submitted on delivery of equipment: QADP.
- NOTE: An Eskom title block shall appear on all drawings.
- The documents which shall be supplied, such as drawings, manuals, and instructions, shall be listed. This shall not include documents that are covered by the QA requirements.
- All operating Manuals and Maintenance schedules are to be provided in both hard and electronic copies prior to delivery of the equipment to Delivery Place by the *Supplier*.

5.1.2 Monthly Progress Report

The *Supplier* submits to the *Supply Manager* a monthly report on a date agreed between the *Supplier* and the *Supply Manager* at the project kick-off meeting. The report contains the following information as a minimum requirement:

- Executive summary (narrative identifying major movement within the reporting period.)
- Revised Programme for *Supply Manager's* acceptance indicating actual progress of work against last Accepted Programme.
- Updated Project List of Applicable Documents which is a list (table) indicating the current accepted revision as well as the status of any later revisions of the specific document. Documentation to be covered by the Project List of Applicable Documents (PLAD) include the following as a minimum:

- Contract Quality Plan;
- Implementation File (including Test Procedures);
- Risk assessment.
- List of Activities which:
 - were completed during current reporting period per discipline, (including the activities of the *Purchaser* and Others);
 - are in progress (including the activities of the *Purchaser* and Others);
 - are to be undertaken during the next reporting period per discipline, including the activities of the *Purchaser* and Others;
 - are behind schedule together with an action plan on how the delays are to be rectified.
- Proposed monthly assessment information, which is based on the list of activities that were completed during the current reporting period.
- Revised activity schedule which indicates projected future cash flow.
- Key issues/items of concern and corrective actions.
- Progress curves.
- Early warning log.
- Compensation event log.
- Critical activities.

5.1.3 Programme and Reporting Requirements

The *Supplier's* programme incorporates the *Goods* and *Services* and work (programmes) of the Sub-suppliers, the *Purchaser* and Others. The interfaces between Sub-suppliers as well as the interfaces between Sub-suppliers and the *Supplier* are clearly identified. Project key dates are incorporated into the programme by the *Supplier*.

5.1.4 The programme

The first programme is submitted with the *Supplier's* proposal for acceptance prior to the Contract Date.

The programme shows all the information required by Clause 31.2 of the SC3.

In addition, the programme shows:

- Dates for placement of orders for critical/major Plant, Material, and Equipment.
- On-Delivery Place delivery dates for the Supply of *Goods*.
- Delivery dates in accordance with the Contract Data.
- Every programme has a revision number.

For the sake of compatibility, the *Supplier* prepares his programme on either Primavera P6 or Microsoft Project computerised planning packages and utilises it for all planning, progress monitoring, and reporting.

5.1.5 Planning networks

The *Supplier's* programme network includes the technical and commercial breakdowns listed in the *price schedule*.

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

5.1.6 Reporting on progress and remaining duration

The method for reporting on activities in progress is by remaining duration, i.e. the time, in working days, needed to complete the activity from the report date. Once an activity has started, the remaining duration is assessed for each update.

Automatic reduction of remaining duration as the report date moves forward is not accepted.

5.1.7 Actual dates

When *Completion* of any activity is confirmed by quoting document numbers, these numbers are given in the notes and are appended, e.g. letters of acceptance, suborders, drawings, inspection certificates, delivery notes, etc. The actual start and finish of all activities are reported.

5.1.8 Progress reporting during execution of the supply of goods and services

The 'Time Now Date', unless otherwise agreed between the *Supply Manager* and the *Supplier*, is the assessment date of each month.

The *Supplier* submits, together with the progress reports, a written report containing the following:

- Critical activities list
Only activities with negative float are shown. Activities are listed in ascending order of negative float.
- Pricing schedule
The Pricing schedule shows as a minimum the activities in accordance with the Contract Data.

5.1.9 Planning

The *Supplier* makes allowance for incorporation of *Purchaser* acceptance review comments for documents delivered to the *Supply Manager* for his acceptance. The *Supplier* allows in its planning for *Purchaser* acceptance reviews.

In its planning, the *Supplier* does not allow for any *Purchaser* activities during the period of week 51, week 52, and week 1 of each year unless such a period falls within the implementation window of the *Goods* or *Services*. Should any reviews be planned during this period, then the review periods need to be agreed upfront with the *Supply Manager*.

5.2 Work to be done by the Delivery Date

On or before the Delivery Date the *Supplier* shall have done everything required to Provide the *Goods* and *Services* including the passing of specified testing and the provision of Training / Maintenance manuals which may prevent the *Purchaser* from using the *goods* and *services* and Others from doing their work.

6. Purchaser's Delivery Place access control

6.1 Purchaser's Delivery Place access control

6.1.1 Fitness for duty management

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

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

The *Purchaser's* FFD process is designed to only allow the *Supplier's* employees to perform work if they:

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

6.1.2 FFD requirements before registration takes place

Information the *Supplier's* employee must supply

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

Forms that the *Supplier's* employee must sign

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

Activities to be performed before the *Supplier's* arrival at the Delivery Place

	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
•	Recruitment & Selection		X		<i>Supplier's</i> own planning	
•	ID Document		X	Proof of identification is required before that the <i>Supplier's</i> employee is allowed to register on the FFD system.	<i>Supplier's</i> own planning	The following identification documents are the only documents that shall be accepted as proof of identification. South African Identification Book issued by the Department of Home Affairs. (Green ID) 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 <i>Supplier's</i> employee is allowed to register on the FFD system.	<i>Supplier's</i> own planning	The proof may not be older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system.
•	CV and Qualifications		X	Authenticated qualifications to be presented before registration takes place	<i>Supplier's</i> own planning	CVs of <i>Supplier</i> employees are included in the documents where this is required by the procedure. The <i>Supplier's</i> employees must be in possession of his/her CV when he/she arrives on Delivery Place to start the FFD process. The <i>Supplier</i> is required to verify the authenticity of the qualifications that is required for the work that is to be performed on Delivery Place. Eskom retains the right to verify any tertiary qualification that an applicant is required to have to work in a specific discipline. The <i>Supplier</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system.

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	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
						Persons not in possession of the qualifications required by the <i>Purchaser</i> are not considered for employment by the <i>Supplier</i> (in that particular discipline).
•	Criminal History		X	Assessment of criminal history	<i>Supplier's</i> own planning	<p>Terminate Process Hold Point</p> <p>The criminal history of an applicant shall be assessed before access to the Delivery Place is considered.</p> <p>SA citizens obtain their criminal history reports from the South African Police (SAPS). The report may not be older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system. This service is also available from the <i>Purchaser's</i> Security section. South African applicants are required to give their consent to the <i>Purchaser</i> to obtain the relevant information from the SAPS.</p> <p>Non South African citizens are required to provide proof of their criminal history. The criminal history report from their country's law enforcement agency or INPO (USA citizens only) is dated within three months of their required access date.</p> <p>Persons with a criminal background that is deemed to be a security risk to the Delivery Place are not to be considered for employment by the <i>Supplier</i>.</p> <p>The <i>Supplier's</i> employee will be in possession of the proof of criminal history when he/she arrives on Delivery Place to start the FFD process.</p>
•	Complete Man Job Spec Form	X	X	<i>Supplier</i> to complete with <i>Supply Manager</i>	<i>Supplier's</i> own planning	<p>The <i>Supplier</i> ensures that an occupational health services job specification form is completed, in conjunction with the <i>Supply Manager</i>, for each of his employees and all signatures are obtained before the health assessment is arranged.</p> <p>These forms are obtainable from the <i>Purchaser</i> at Koeberg. The form identifies the work scope, the occupational hazards that the <i>Supplier's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks.</p> <p>The <i>Supplier's</i> employee will be in possession of the completed and signed occupational health services job specification form when he/she arrives on Delivery Place to start the FFD process.</p>
•	Drug Test		X	Negative drug test to be presented before registration takes place	<i>Supplier's</i> own planning	<p>Terminate Process Hold Point</p> <p><i>Supplier</i> ensures that their employees have been tested for drugs before they arrive on Delivery Place to start the FFD</p>

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	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
						process. Persons with a positive drug test result are not considered for employment by the <i>Supplier</i> . Persons with positive drug tests will not be allowed to register for the FFD process. The <i>Supplier's</i> employees must be in possession of the drug test results when he/she arrives on Delivery Place to start the FFD process.
•	Health Assessment		X	Medical examination to be presented before registration takes place	<i>Supplier's</i> own planning	Terminate Process Hold Point The <i>Supplier</i> ensures that all his employees complete a health assessment before they arrive on Delivery Place to start the FFD process. The occupational health services job specification form 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 services job specification form are not allowed to register on the FFD system. Health assessment are only performed by <i>Purchaser</i> registered Occupational Health Practitioners. The health assessment report is not older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system. Persons that are not declared fit to perform the work specified in the occupational health services job specification form are not be considered for employment by the <i>Supplier</i> . The <i>Supplier's</i> employee must be in possession of the medical assessment results and other relevant documentation when he/she arrives on Delivery Place to start the FFD process.
•	Work Permit		X	Work permits to be obtained before registration takes place	<i>Supplier's</i> own planning	Terminate Process Hold Point Non South African Citizens are required to be in possession of the relevant Work Permit as required by the Immigration Act before access is considered. Persons not in possession of a valid work permit is not be considered for employment by the <i>Supplier</i> . The <i>Supplier's</i> employee must be in possession of the original work permit when he/she arrives on Delivery Place to start the FFD process.
•	Registration on FFD System	X	X		<i>Supplier's</i> own planning	<i>Supplier's</i> employees are registered on the <i>Purchaser's</i> FFD system by a person appointed by the <i>Purchaser</i> . This could be a <i>Supplier</i> employee, if appointed by the <i>Purchaser</i> . The

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	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
						<i>Supply Manager</i> is responsible to arrange this activity. Registration is only performed if the <i>Supplier's</i> employee is in possession of all the documentation required for registration. If the <i>Supplier's</i> employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.
•	Training Requirements Form	X	X	<i>Supply Manager</i> and <i>Supplier</i> to supply	<i>Supplier's</i> own planning	The scope of each <i>Supplier</i> employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence. All <i>Purchaser</i> training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical assessments as identified for the scope of work are not allowed to continue with the FFD process and shall be required to leave the Delivery Place. The <i>Supply Manager</i> identifies any specific training needs of each individual or group of individuals (based on the planned work scope) and ensures compliance to the training requirements identified for the specific duties before access to Delivery Place is considered. The <i>Supplier's</i> employee must be in possession of the training requirements form when he/she arrives on Delivery Place to start the FFD process.
•	FFD Bookings	X	X		<i>Supplier's</i> own planning	<i>Supplier's</i> employees are booked on the <i>Purchaser's</i> FFD system by a person appointed by the <i>Purchaser</i> . This could be a <i>Supplier</i> employee, if appointed by the <i>Purchaser</i> .
•	Asbestos Training		X	Training that the <i>Supplier's</i> employee must complete (only if required)	<i>Supplier's</i> own planning	Only if required
•	Confined Space Training		X	Training that the <i>Supplier's</i> employee must complete (only if required)	<i>Supplier's</i> own planning	Only if required
•	Basic Rigging Training		X	Training that the <i>Supplier's</i> employee must complete (only if required)	<i>Supplier's</i> own planning	Only if required. The <i>Supplier</i> verifies the validity of prior learning
•	Non-Disclosure Agreement		X	All <i>Supplier</i> employees are required to sign a non-disclosure agreement	<i>Supplier's</i> own planning	The <i>Supplier</i> ensures that a non-disclosure agreement is signed form is signed by each employee before the person is registered to start the FFD process. These

	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
						forms are obtainable from the <i>Purchaser</i> at Koeberg.
•	Security Permit Application	X	X	<i>Supply Manager</i> and <i>Supplier</i> to supply	<i>Supplier's</i> own planning	The <i>Supplier</i> ensures that a security permit application form is completed for each employee, before the person is registered to start the FFD process. These forms are obtainable from the <i>Purchaser</i> at Koeberg. It is important that the form is completed by the <i>Supplier</i> in conjunction with the <i>Supply Manager</i> . The form identifies the security areas that the <i>Supplier's</i> employee is required to enter for the execution of the tasks. The <i>Supplier's</i> employees must be in possession of the security permit application when he/she arrives on Delivery Place to start the FFD process.

6.1.3 Fraudulent Documents

The *Supplier's* employees that have presented fraudulent documentation are permanently denied access to the *Purchaser's* Koeberg Delivery Place.

6.1.4 False Declarations

The *Supplier's* employees that have made false declarations are permanently denied access to the *Purchaser's* Koeberg Delivery Place.

6.1.5 FFD requirements after registration takes place

Activities to be performed after the *Supplier's* arrival at the Delivery Place

	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
•	Enrolment on FFD System	X	X	<i>Supplier's</i> employees shall be enrolled on the <i>Purchaser's</i> FFD system by the Security Group when they arrive on Delivery Place.	10 min	A <i>Supplier's</i> employee will not be allowed to attend any further FFD activities if he/she is not enrolled on the FFD system and issued with a bar coded form.
•	Drug Test	X	X	All the <i>Supplier's</i> employees are required to perform a drug test administered by the <i>Purchaser</i> . This test will be done notwithstanding the test done by the <i>Supplier</i> .	30 min	The <i>Supplier's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Delivery Place and will be denied access for at least 12 months.

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	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
•	Criminal History Verification	X	X	All <i>Supplier</i> employees that apply for a security permit to access the Delivery Place are required to give consent to the <i>Purchaser</i> to verify their criminal background. This activity is performed on Delivery Place by the <i>Purchaser's</i> Security staff for South African citizens by the taking of a set of finger prints and forwarding same to the SAPS for verification.	30 min	South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the <i>Purchaser's</i> Security staff with a set of fingerprints, for record purposes. <i>Supplier</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Delivery Place
•	Health Verification	X	X	<i>Supplier</i> employees are required to report to the <i>Purchaser's</i> Health Services section where the medical examination performed off-Delivery Place will be verified to ensure that all requirements have been met.	30 min	The duration of this activity is approximately 30 minutes
•	Induction Training including: SAT PAT FME (Generic) Human Performance	X	X	Delivery Place Access Training (SAT) <i>Supplier</i> employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence. Plant Access Training (PAT) <i>Supplier</i> employees who are required to work inside the protected area of KNPS are required to complete the Plant Access Training (PAT) course before work may commence. Foreign Material Exclusion Training (FME)	8 hours	Delivery Place Access Training (SAT) The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to the protected area of KNPS. <i>Supplier</i> employees that do not successfully complete the SAT course shall not be allowed access to the Delivery Place. Plant Access Training (PAT) <i>Supplier</i> employees that do not successfully complete the PAT course are not allowed access to the Delivery Place. <i>Supplier</i> employees required to perform work in the intake basin are required to pass the PAT Foreign Material Exclusion Training (FME) <i>Supplier</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course

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	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
				<p><i>Supplier</i> employees coming to Delivery Place that require access to FME zones or will perform any hands-on work on the plant are required to complete this training.</p> <p>Human Performance Training (HPT)</p> <p><i>Supplier</i> employees that are required to work inside the protected area of KNPS shall complete the Human Performance Training (HPT) before work may commence.</p>		<p>successfully are not allowed access to the plant</p> <p>Human Performance Training (HPT)</p> <p><i>Supplier</i> employees that do not successfully complete the HPT course are not allowed access to Delivery Place.</p> <p><i>Supplier</i> employees required to perform work in the intake basin are required to pass the HPT course.</p>
•	Induction to Working at Heights / Material Handling	X	X	<p><i>Supplier</i> employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered.</p>	8 hours	<p>Only if required</p> <p>Failure to successfully complete the Working at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited</p>
•	Radiation workers Training	X	X	<p><i>Supplier</i> employees are required to successfully complete the required radiation worker training before access to radiation zones is considered.</p>	3 days	<p>Only if required</p> <p>Failure to successfully complete the radiation training shall result in access to radiation zones being restricted</p>
•	Induction to Confined Space	X	X	<p><i>Supplier</i> employees are required to successfully complete the required confined space training before access to confined space is considered.</p>	2 hours	<p>Only if required</p> <p>Failure to successfully complete the confined space training will result in access to confined space being restricted</p>
•	Induction to Asbestos Training	X	X	<p><i>Supplier</i> employees are required to successfully complete the required Asbestos training before access to</p>	1 hour	<p>Only if required</p> <p>Failure to successfully complete the Asbestos training will result in access to Asbestos zones being restricted</p>

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	Activity Description	Supply Manager / Purchaser	Supplier	Requirements	Planning	Additional Notes
				Asbestos zones is considered.		
•	Induction to Basic Rigging	X	X	Supplier employees are required to successfully complete the required Rigging training before rigging work is considered.	8 hours	Only if required Failure to successfully complete the Rigging training will result in rigging work being prohibited
•	Supervisor Training	X	X	Supplier employees are required to work as supervisors must successfully complete the required supervisor training before work is considered.	2.5 days	Only if required Failure to successfully complete the supervisor training will result in individual being prohibited to do supervision
•	Technical assessment Mechanical Machining MC&I Electrical Welding Pipe Fitting Civil TA 4 I&T MSS	X	X	Supplier employees who are required to perform work of a technical nature inside the protected area of Koeberg are required to perform technical assessments and be authorised to perform the work that they have been assessed for.	4hrs - 16p 12hrs - 3p 16hrs - 16p 8hrs - 4p 4hrs - 6p 6hrs - 4p 6hrs - 4p 8hrs - 4p	Only if required The Supply Manager is responsible to indicate the work that the Supplier's employee will be performing on the Delivery Place. Supplier employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Delivery Place. The duration of this activity depends on the type of work discipline and scope and is between 4 hours and two days.
•	Final acceptance and Issuing permit	X	X	All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group.	30min	

6.1.6 Medical examinations

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

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

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

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

6.1.7 COVID-19 controls that must be followed:

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

6.1.8 Exit procedure

The *Supplier* and the *Supply Manager* ensure that permit holders that no longer require access to the Delivery Place follow the FFD exit procedure. Failure to do so may result in the *Supplier's* employee being denied access in future.

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

6.1.9 Location of the Delivery Place

The Delivery Place is located within ACP2 at Koeberg Nuclear Power Station (KOEBERG) north of Melkbosstrand in the South Western Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to KOEBERG is indicated on the R27. KOEBERG is approximately 30km north of Cape Town and the approximate co-ordinates are 33° 40.7'S and 18° 26.1'E.

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

6.1.10 Security check points

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

6.1.11 Prohibited/unauthorised items on Delivery Place

In terms of the National Key Point Act 102 of 1980, Koeberg Operating Unit is a declared National Key Point (NKP). The National Key Point Act requires and empowers the owner of the National Key Point (Power Station Manager), to implement measures that will ensure the security of the National Key Point. The National Key Point area at the power station is the area within the protected area barrier (ACP 2 inwards).

One such security measure is procedure KAA-777 Revision 4 (Process for access to Koeberg Nuclear Power Station). The procedure stipulates that the following items are prohibited from being brought onto Delivery Place, unless specifically authorised:

- explosives or components thereof,
- habit forming drugs,
- alcohol,
- mercury,
- acids,

- cellular phones,
- firearms, ammunition or any part thereof, and
- cameras

Supplier personnel violating the procedure will be investigated and may result in action being instituted against such individuals and possible removal from Delivery Place.

To keep the *Supplier* informed, pictograms of the items are placed at all ACP 2 access points and it is also addressed in the Plant Access Training Course (PAT). It is the responsibility of each of the *Supplier's* employees to ensure compliance and to refrain from bringing prohibited/unauthorised items onto Delivery Place.

6.1.12 Vehicles and tools/Equipment

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

6.2 Cooperating with Others

The *Supply Manager* co-ordinates the work of Others at the Delivery Place. The *Supplier* co-operates with and does not delay, impede or otherwise impair the work of the *Purchaser* or Others.

6.3 Services & other things to be provided by the *Purchaser* or *Supplier*

The *Purchaser* has procured the services of an installer and the *Supplier* does not need to install.

6.4 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick Off Meeting	Once – 2 weeks after contract award	TEAMS Meeting	<i>Supply Manager, Supplier, and Others as required</i>
Risk register and compensation events	Weekly on first Monday of the month	TEAMS Meeting	<i>Supply Manager, Supplier and others as required.</i>
Overall contract progress and feedback	BI Weekly	TEAMS Meeting	<i>Supply Manager, Planner, Supplier, and others as required</i>

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

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

6.5 Documentation control

6.5.1 Documentation and record management

All documentation produced by the *Supplier* complies with the latest *Purchaser's* guide for technical writing - GGG-1299 Rev 0 - with date formats in accordance with ISO-8601 extended date format and measurements in metric units. All records including specifications shall be retained as permanent records in accordance with 331-3.

All documentation, including drawings and operating and maintenance instruction manuals, are uniquely identified and cross-referenced with all related documents. Document deliverables are provided in electronic, searchable format (PDF) and includes all signatures obtained internally.

Once the document deliverable has been accepted by the *Purchaser*, the *Supplier* provides, in addition to the electronic submission, one (1) hardcopy version of the document.

Where required, the *Supplier* may be requested to supply a document in its originally compiled format i.e. "Word", "Excel", "Visio" to facilitate the *Purchaser's* review or documentation updates. The *Supplier* provides, upon request, the documents in its originally compiled format.

The *Supplier* requests sequential drawing and document numbers from the *Purchaser* (where applicable).

All new drawings are sized to metric paper size standards (A4, A3 etc.).

The *Supplier* identifies and provides the update requests for affected drawings, documents and procedures.

The *Supplier* corrects all identified documentation / configuration anomalies required to implement the *goods* and *services* and notify the *Supply Manager* of any other.

6.5.2 Communication

All communication is addressed to the *Supply Manager*, as applicable to the SC3. All communication makes reference to:

- the contract number that is issued by the *Purchaser* (normally a 46000xxxxx number),
- the title of the contract,
- any previous references relating to the specific communiqué (i.e. a response to a *Supply Manager's* communication),
- the specific SC3 clause under which the communication is issued,
- whether a reply is required; and
- a unique letter reference number.

The unique reference number to be used for written correspondence between the *Supply Manager* and *Supplier* and vice versa is as follows:

- From the *Supply Manager* to the *Supplier*: 46000..... L/E/C 0xxx
- From the *Supplier* to the *Supply Manager*: 46000..... L/C/E 0xxx
- with xxx referring to the next sequential letter number.

All document deliverables transmitted to the *Supply Manager* for review / acceptance / record / information are transmitted under formal communication with an associated document transmittal cover document. The title of each letter clearly summarise the purpose of the letter. In the case where letters are submitted electronically by means of email, the title of the letter is reflected in the subject line and only one letter is submitted per email.

6.6 Health and safety risk management

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

The *Purchaser* defines appropriate safety objectives for the KOU, and the *Supplier* is also responsible for meeting those objectives, instilling a philosophy of personal excellence, and timely identification and resolution of safety problems.

The *Supplier* is responsible for continuously pursuing enhancements to safety-not just complying with a minimal set of legal requirements.

6.6.1 SHE Specification

The *Supplier* complies with the *Purchaser's* Level 1 Construction Safety, Health and Environment Procedure, number 32-136. SHE specification guidelines to which *Supplier* complies with are supplied by the *Purchaser*.

It is to be noted that before any work can commence on Delivery Place, the *Supplier* must have performed a detailed risk assessment of the work to be performed and/or the work area where work is to be performed. The risk assessment is documented and discussed with the parties involved with the work and is to be submitted to the *Purchaser* for acceptance.

Personnel protective clothing as specified in the Act for all work, except work in the radiological controlled zone, is provided and is kept in good order by the *Supplier*. A hard hat (with chin strap), safety boots, ear plugs and safety glasses are mandatory safety equipment at the Delivery Place. Where work is to be performed on the 7,5m level Electrical Building, the *Supplier* provides arc-flash suits. Protective clothing for work in the controlled zone is prescribed and is supplied by the *Purchaser*.

6.6.2 Purchaser's lifesaving rules

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

- Rule 1: Open, isolate, test, earth, bond, and/or insulate before touch.
- Rule 2: Hook up at heights.
- Rule 3: Buckle up.
- Rule 4: Be sober.
- Rule 5: Permit to work.

6.7 General Constraints

6.7.1 Laws and regulations to be complied with

Specific laws to be complied with:

- The *Supplier*, at its own expense, complies with the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, and the Protection of Information Act 84 of 1982 and in general, with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the goods and services and as amended or replaced.
- The *Supplier*, at its own expense, complies with the Occupational Health and Safety Act 85 of 1993.
- Where applicable, the *Supplier* complies with the *Purchaser's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations, which may be in force at the *Purchaser's* facilities from time to time.
- The *Supplier*, at his own expense, complies with the Basic Conditions of Employment Act 75 of 1997. The *Supplier* indemnifies the *Purchaser* against any claims, proceedings, compensation and cost arising from the *Supplier's* transgression of the Act.
- While on the Delivery Place, the *Supplier* is at all times under the authority of the *Purchaser's* Power Station Manager for the purpose of giving effect to the provisions of the above. However, this does not in any way relieve the *Supplier* of his obligation to comply with the relevant legislation. Failure of the *Purchaser's* Power Station Manager to act in any specific manner does not make him or the *Purchaser* liable to the *Supplier* in any manner for any matter which may arise as a consequence of such failure to act.

6.7.2 Confidentiality and publicity

The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, and the Protection of Information Act 84 of 1982. The *Supplier* agrees that neither the *Supplier* nor its employees, agents or sub-Suppliers make any public statements or release to any third party (including the *Adjudicator*) any information concerning the performance of any work without first obtaining the written approval of the *Supply Manager*. Requests to release information are co-ordinated by the *Supply Manager* through the designated *Purchaser's* Commercial Manager or the *Purchaser's* Power Station Manager. The *Supplier* ensures adherence of its employees, agents and sub-Suppliers to this restriction.

6.7.3 Reporting culture

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

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

6.7.4 Observation programme

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

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

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

6.7.5 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 is the spread of the COVID-19 Pandemic. Hence the primary basis of any claim from the *Supplier* should be the spread of the COVID-19 Pandemic, i.e., a Force Majeure event, as opposed to the introduction or amendments to the existing legislation and or regulation.

The coronavirus outbreak could also result in a number of the compensation events being triggered under clause 60.1.

6.8 Invoicing and payment

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

The *Supplier* shall address the tax invoice to *Purchaser* and include on each invoice the following information:

- Name and address of the *Supplier* and the *Supply Manager*;
- The contract number and title;
- *Supplier's* VAT registration number;
- The *Purchaser's* VAT registration number.
- Description of *goods* and *services* provided for each item invoiced based on the Price Schedule;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

6.9 Insurance

Refer to Contract Data Part 1, Z Clauses.

6.10 Contract change management

6.10.1 Compensation events

6.10.1.1 Concurrent delay

If the *Supplier* incurs additional costs that are caused both by *Purchaser* delay and concurrent *Supplier* delay, then the *Supplier* may only recover compensation to the extent the *Supplier* is able to separately identify the additional costs and time caused by the *Purchaser* delay from those caused by the *Supplier* delay.

If the *Supplier* would have incurred the additional costs in any event as a result of *Supplier* delays, the *Supplier* is not entitled to recover those additional costs or time.

6.10.1.2 Mitigation of delay

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

6.10.1.3 Notification of Compensation Event

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

6.10.1.4 Format of Compensation Event quotations

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

- Introduction;
- Executive summary;
- Contractual basis of compensation event;
- Details of the compensation event;
- Assessment of compensation event;
- Conclusion;
- Accepted programme showing impact of delay or proving basis of compensation event;

6.11 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Supplier* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Purchaser* may withhold payment of amounts due to the *Supplier* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Supplier* by the *Supply Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Supplier* does not affect the *Purchaser's* right to termination stated in this contract.

6.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Supplier*

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

7. Procurement

7.1 Subcontracting

7.1.1 Preferred Sub-Suppliers

- The *Supplier* does not enter into subcontracts without prior review and acceptance by the *Supply Manager*; and
- It is recommended that the *Supplier* uses the NEC suite of contracts for sub-Suppliers.

7.1.2 Limitations on sub-suppliers

Sub-supplier reporting relationships are such that quality outputs and independence is assured e.g. a sub-supplier cannot report to another sub-supplier. These relationships are such that the *Supplier* has full control of all sub-supplier outputs. Sub-suppliers contracting to sub-suppliers are to be avoided as far as possible. Exceptions are only allowed with the explicit acceptance of the *Purchaser*.

7.2 Other requirements related to procurement

7.2.1 Local Content Designation

Supplier to confirm whether designated sector materials will be used when manufacturing the equipment or not, with reference to the DTIC's website link for designated sectors, available at <http://www.thedtic.gov.za/sectorsand-services-2/industrial-development/industrial-procurement> in accordance with Regulation 8 Designated Sectors for Local Production and Content) of the PPPFA Regulations 2017.

7.2.2 SD&L Undertaking

7.2.2.1 Job Opportunities

Supplier to indicate number of Jobs to be created and/or retained from this contract. *Supplier* encouraged to source resources from surrounding local communities.

7.2.2.2 B-BBEE Requirements

Supplier will be required to maintain or improve B-BBEE Recognition Level for the duration of the contract.

7.2.2.3 Subcontracting

Supplier is required to identify Sub-contracting opportunities for this scope. Rigging activities have been identified as the potential scope for subcontracting, however tenderers are requested to identify and propose any scope for sub-contracting.

7.2.2.4 Reporting and Monitoring

The *supplier* shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.

Eskom shall review the SDL&I reports submitted by the *suppliers* within 60 (sixty) days of receipt of the reports and notify the *suppliers* in writing if their SDL&I obligations have not been met.

Upon notification by Eskom that the *suppliers* have not met their SDL&I obligations, the *suppliers* shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the *suppliers* and returned to SDL&I representative for acceptance 30 days after contract award.

8. List of drawings

8.1 Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
Appendix B of Appendix A (240-165754047)	2	Piping Layout for Calibration
Appendix C of Appendix A (240-165754047)	2	Valve Drawings (Non-return Valve and Gate Valve)

9. References

9.1 240 – 165754047 - Procurement Specification

10. Appendices

10.1 A Procurement Specification 240 – 165754047

C3.2 *SUPPLIER'S* GOODS INFORMATION

This section of the Goods Information will always be contract specific depending on the nature of the *goods* and *services*.

It is most likely to be required for supply contracts where the tendering supplier will have proposed specifications and schedules for the *goods* and *services*, which once accepted by the *Purchaser* prior to award of contract now become obligations of the *Supplier* per core clause 20.1.

This section could also be compiled as a separate file.
