



NEC3 Term Service Contract (TSC3)

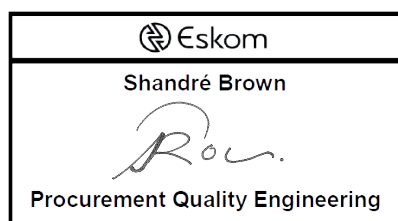
Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

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

for The provision of Online Leak Sealing repairs on an as
and when required basis for a period of five (5) years
at Koeberg Operating Unit

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]



2026-04-15
Q2/L2 Service

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No	of
	pages	
C1.1 Form of Offer and Acceptance	[•]	
[to be inserted from Returnable Documents at award stage]		
C1.2a Contract Data provided by the <i>Employer</i>	[•]	
C1.2b Contract Data provided by the <i>Contractor</i>	[•]	
[to be inserted from Returnable Documents at award stage]		

C1.1 Form of Offer & Acceptance

Offer

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

The provision of Online Leak Sealing repairs on an as and when required basis for a period of five (5) years at Koeberg Operating Unit

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

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

Options A	The offered total of the Prices exclusive of VAT is	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 Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Power Station General Manager

**for the
Employer**

**Eskom Holdings SOC Ltd
Koeberg Nuclear Power Station
R27 off West Coast Road
Melkbosstrand
Republic of South Africa
7441**

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)

Name &
signature
of witness

Date

For the Employer




Power Station General Manager

Eskom Holdings SOC Ltd
Koeberg Nuclear Power Station
R27 off West Coast Road
Melkbosstrand
Republic of South Africa
7441

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	Eskom Holdings SOC Ltd Koeberg Nuclear Power Station R27 off West Coast Road Melkbosstrand Republic of South Africa 7441
	Tel	[•]

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

	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Koeberg Operating Unit
11.2(13)	The <i>service</i> is	The provision of Online Leak Sealing repairs on an as and when required basis for a period of five (5) years at Koeberg Operating Unit
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 Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Within 8 hrs for Safety Related Issues and Within 24 hours for other or as specified in communication
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 April 2025
30.1	The <i>service period</i> is	5 years (60 months)
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	4 weeks
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.

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	Use of Equipment Plant and Materials	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 and insurance	
80.1	These are additional <i>Employer's</i> risks	Additional risk (if any) to be identified and recorded in the risk register during contract execution
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12	Data for secondary Option clauses			
X1	Price adjustment for inflation	prices remain fixed for the first 12 months thereafter increase annually.		
X1.1	The <i>base date</i> for indices is	One month before tender closing		
	The proportions used to calculate the Price Adjustment Factor are:	Proportion Labour	linked to index for	Index prepared by
		0.80	SEIFSA Table C3 – All hourly paid employees	SEIFSA
		0.20	Non Adjustable	
		1.00		
		Equipment and Service		
		Proportion		
		0.80	linked to index for	Index prepared by
		0.20	SEIFSA Table D2	SEIFSA
			Non-Adjustable	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to the amount stated in the Contract Data.		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event.		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles		

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The end of liability date is	<ul style="list-style-type: none"> • 18 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 days of receiving the Task Order
Z	The additional conditions of contract are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- will adhere to Eskom's Occupational Health and Safety policies, standards, procedures, directives, OHS Specification/requirements, applicable health and safety laws and regulations and other requirements, as amended.

- may not commence work until the Health and Safety file has been approved by the respective Contract Custodian together with the OHS professional.
- Where applicable, accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site; and undertakes, in and about the execution of the works, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- 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 works

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

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

Eskom reserves the right to terminate the contract if the contractor/service provider has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance.

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum li of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA

approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

Experience:

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

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

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|--------------------------|--|
| Identified and defined terms | 11
11.2 | |
|-------------------------------------|--------------------------|--|
- (12) The Price List is the *price list* unless later changed in accordance with this contract.
- (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
- (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

within that item later turns out to be different to that which the *Contractor* estimated at time of tender.
The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

The price list is divided into three parts Part 1, Part 2 and Part 3. The service will comprise of work under Part 1, 2 and 3 and are instructed by Task Order.

Part 1 – Resource Rates

Description	Charge out rate = Total + Profit	Direct	Indirect	Total = Direct + Indirect	Overtime rates	
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	OT 1	OT 2
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1 Technician						
2 Semi-skilled						

Part 2 – Materials & Equipment

Item no.	Description	Unit	Price
2.1	Medium Temp. Adaptors (M6 & M8)	EA	
2.2	High Temp. Adapters (M6 & M8)	EA	
2.3	Medium Temp. Adaptors (M10 & M12)	EA	
2.4	High Temp. Adapters (M10 & M12)	EA	
2.5	Carbon Steel Clamps (Size: UP to 150)	EA	
2.6	Carbon Steel Clamps (Size: 151 to 250)	EA	
2.7	Carbon Steel Clamps (Size: 251 to 350)	EA	
2.8	Carbon Steel Clamps (Size: 351 to 450)	EA	
2.9	Carbon Steel Clamps (Size: 451 to 550)	EA	
2.10	Stainless Steel Clamps (Size: UP to 150)	EA	
2.11	Stainless Steel Clamps (Size: 151 to 250)	EA	
2.12	Stainless Steel Clamps (Size: 251 to 350)	EA	
2.13	Stainless Steel Clamps (Size: 351 to 450)	EA	
2.14	Stainless Steel Clamps (Size: 451 to 550)	EA	
2.15	Plug for Adaptors (M6 & M8)	EA	
2.16	Plug for Adaptors (M10 & M12)	EA	
2.17	Utilisation of Equipment and Consumables	Per day	

Part 3 – Other

Item no.	Description	Unit	Price
3.1	Compound Soft Nuclear Grade	Box	
3.2	Compound Hard Nuclear Grade	Box	
3.3	Design & DVE Approval cost (Fixed Price)	EA	
3.4	Manufacture Enclosure (Fixed Price)	EA	R Quotation supplied for each enclosure once accepted and signed off by client the enclosure will be fabricated and then installed
3.5	Transportation of Material (If outside Cape Town - As Per Actual Freight Charges, i.e Invoice + Handling Fee)	EA	

Notes to Price lists (Part 1, 2 & 3):

- The above price excludes VAT
- The rates and Prices entered for each item includes for all work and other things necessary to complete the item.
- The *Contractor* is called out when the need arises and will assess the scope of work and Consult with the Employer's representative to discuss the repair method, and issue a quotation, call out cost as per rates in Part 1.
- The Contractor's call out cost to be included in the quotation.
- The Overtime rate is calculated using the applicable factors (1,5 or 2,0), and includes Contractor's profit on the normal time, but not the overtime portion.
- The **Charge out rate** in Price list 1 is to include the charges for payment of at least all conditions of service as stipulated in the Basic Conditions of Employment Act, any administration charges and overheads related to this contract.
- The **Direct rate** is the rate paid to the individual.
- The **Indirect rate** is all cost paid to institutions by the Contractor as legislated.
- The Overtime rate is calculated using the applicable factors (OT 1 = 1.5 or OT 2 = 2.0), and includes Contractor's profit on the normal time, but not the overtime portion, i.e. Charge Out Rate for OT = (Total Rate x OT factor) + (NT Charge Out Rate - Total Rate).
- Prices for Employer's FFD requirements will be based on actual hours spent on FFD. The Contractor will provide the actual hours for assessment.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Service Information	16
	Total number of pages	

Contents

PART 3: SCOPE OF WORK	25
C3.1: EMPLOYER'S SERVICE INFORMATION	27
1. DESCRIPTION OF THE <i>SERVICE</i>	27
1.1. Executive overview	27
1.2. <i>Employer's</i> requirements for the service	27
1.3. Interpretation and terminology	27
2. MANAGEMENT STRATEGY AND START UP	28
2.1. The <i>Contractor's</i> plan for the <i>service</i>	28
2.2. Management meetings	29
2.3. <i>Contractor's</i> management, supervision and key people	30
2.4. Documentation control	31
2.5. Invoicing and payment	32
2.6. Contract change management	33
2.7. Records of Defined Cost to be kept by the <i>Contractor</i>	33
2.8. Insurance provided by the <i>Employer</i>	33
2.9. Design and supply of Equipment	33
2.11. Management of work done by Task Order	34
3. HEALTH AND SAFETY, THE ENVIRONMENT AND QUALITY ASSURANCE	34
3.1. Health and safety risk management	34
3.2. Environmental constraints and management	35
3.3. Quality assurance requirements	35
4. PROCUREMENT	36
4.1 People	36
4.2 Plant and Materials	37
5 WORKING ON THE AFFECTED PROPERTY	38
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations	38
5.2 People restrictions, hours of work, conduct and records	41
5.3 Health and safety facilities on the Affected Property	41
5.4 Cooperating with and obtaining acceptance of Others	41
5.5 Equipment provided by the <i>Employer</i>	41
5.6 Site services and facilities	42
5.7 Control of noise, dust, water and waste	42
5.8 Tests and inspections	42
6 LIST OF DRAWINGS	42
6.1 Drawings issued by the <i>Employer</i>	42
7 APPENDICES	43
7.1 Annexure 1 – SHE Specification	43

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the service

The provision of Online Leak Sealing repairs on an as and when required basis for a period of five (5) years at Koeberg Operating Unit (KOU). This service will be provided to the Mechanical Maintenance Service group at KOU.

1.1. Executive overview

The *service* is to provide online leak sealing which is executed at the Employers site in accordance with the *Employers* procedures and processes and any suggested procedural improvements related to the service must be communicated to the *Service Manager* and other *Employer's* Stakeholders for review and approval before the intervention can be performed on site. The *Employer's* requirements for the service are outlined below. The applicable procedures comprise of an Engineering conditional release, a SAP generated work order, a Mechanical Maintenance working procedure (KWM-MM-MFU-001) and service specification DSG-310-087 (Generic Service Specification).

The online leak sealing service is performed on live steam at full operating plant parameters, i.e., System temperature and pressure. In certain instances, as per the risk assessment report, the plant operating parameters may be changed to ensure safety of personnel and plant.

1.2. Employer's requirements for the service

The *Contractor* is called out when the need arises to perform the following:

- Assess the scope of work,
- Consult with the *Employer's* representative to discuss the repair method,
- Provide a quotation for the scope of work and submit to the Service Manager to process the Task Order,
- The Contractor's call out cost to be included in the quotation and,
- The Contractor performs the necessary preparation to execute the repair in accordance with the Task Order instructions.

The scope of work includes but are not limited to the following plant equipment:

- Valve Packing/Stuffing box leaks.
- Valve Body leaks.
- Pressure Valve Bonnet leaks.
- Flange Joint leaks.
- Pipeline cracks or Pinhole leaks.
- Pipe Union, Elbows, Leaks and Other
- Piping and Fitting leaks.
- Rotating equipment leaks.
- Expansion Joint leaks.
- Weld thread leaks.
- Heat Exchanger Leaks and
- Any other activities that are related to leak sealing which the Contractor has capacity and capability to perform on plant.

Drawings where required and available will be issued with each task order.

1.3. Interpretation and terminology

- a) Plant – All systems controlled by Operating Department and areas that affect plant operations
- b) Site – Area within the boundaries of Koeberg game reserve
- c) *Service Manager* - the same person as *Employer's* representative

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
KOU	Koeberg Operating Unit
MMS	Mechanical Maintenance Service Group
OH&SA	Occupational Health and Safety Act
SAP	<i>Employer's</i> Work Management System (Computerised)
SANS	South African National Standards
SABS	South African Bureau Standards
AIA	Approved Inspection Authority
NDT	Non-Destructive Testing
QCP	Quality Control Plan
QC	Quality Control Group
ACP	Access Control Point
FFD	Fitness for Duty
SDL&I	Supplier Development Localisation & Industrialising
TSC	Term Service Contract
FME	Foreign Material Exclusion
PPE	Personal Protective Equipment
RP	Responsible Person in terms of Plant Safety Regulations
PTW	Permit to Work
DVE	Design Verification Engineer
PEB	Public Exclusion Barrier
KPI's	Key Performance Indicators
NKP	National Key Point
PIT	Plant Induction Training

2. Management strategy and start up.

2.1. The *Contractor's* plan for the *service*

The *Employer* is responsible for all planning of work and the *Contractor* needs to take note that the plant is always live.

The *Employer* schedules the activities, and the works shall be executed as per the work order generated by the Service Manager's SAP PM Program, the working procedures and approved QCP, where applicable.

The *Contractor* may only execute certain works if the necessary work permits have been approved by the *Employer*.

All works is governed by the *Employer's* work control process. The *Contractor* will be issued with the work package and the relevant works therein describing the works that must be performed and on which equipment works must be performed.

2.2. Management meetings

Either Party may request to convene a meeting using or quoting applicable communication clause in NEC3 Term Services Contract.

The *Contractor* encourages employees to attend ad hoc meetings that are arranged by MMS or Station, e.g. Work Stop, etc.

The *Service Manager* holds ad hoc risk reduction meetings (Clause 16.2). During this meeting the Parties discuss safety, compensation events, subcontracting (If Applicable), overall co-ordination and other matters of a general nature

Separate meetings for specialist activities, such as planning and activities of a technical nature, are convened on an operational level between the duly authorised representatives of the *Service Manager* and their *Contractor* counterparts. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Work planning and execution	Before execution of work	To be confirmed	<i>Eskom Supervisor Contractor</i>
Risk register and compensation events	As and when required	To be confirmed	<i>Service Manager, Contractor</i>
Overall contract progress	Annually on a date and time agreed upon by the <i>Service Manager</i> and <i>Contractor</i>	To be confirmed	<i>Service Manager, Contractor Eskom Supervisor</i>
Defects	As and when required	To be confirmed	<i>Eskom Supervisor, Contractor</i>

2.3. Contractor's management, supervision and key people

The *Employer's* standard for management and control of supplemental workers at KOU is documented in KSA-119.

The *Contractor* employs in and about the Provision of the *Service* only such persons that are careful, competent and efficient in their trades and callings, to achieve nuclear safety.

The *Employer* reserves the right to evaluate, test and interview all personnel designated to perform the works before the security arrangements are made. The *Contractor* is to arrange these interviewing and Technical Assessment sessions prior to the commencement of the applicable Task Order possession.

The *Employer* reserves the right to object to and require the *Contractor* to remove from the service, forthwith, any person employed by the *Contractor* in or about the Provision of the *Service* who, in the opinion of the *Service Manager*, misconduct's himself or is incompetent or negligent in the performance of his duties and such person is not again employed for the service without the written permission of the *Service Manager*.

The *Contractor* ensures that the *Contractor's* employees are reasonably fluent in the language of the contract.

The *Contractor* and his employees are required to conduct themselves at all times in a professional manner. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the event of any suspected criminal acts. Any criminal acts by the *Contractor's* personnel will be grounds for termination of this agreement.

The *Contractor* is required to immediately clean and remove any debris and rubble from any work done under this agreement to ensure the *Employer's* premises are left in a clean condition after completion.

The *Contractor* shall not remunerate his employees at less than the proclaimed statutory wage. The *Employer* can at any time request the financial records of the *Contractor* to do an audit on the actual payments to his employees.

All personnel shall be suitably qualified and have the necessary experience to perform the required works as stipulated in the Table below.

Skill Designation	Qualification Requirement	Minimum Experience	Duties will include
Online Leak Seal Artisan/Technician	Online Leak Seal Certificate	≥5 years' experience in this field.	<ul style="list-style-type: none"> Identifying the source of leaks in various systems (like pipes, tanks, or vessels), accessing the leak site, applying appropriate leak sealing materials or techniques to repair the leak, and ensuring the repair is properly sealed and functional Collaborate with Engineering and Eskom Technician to optimize leak repair methods In-house equipment preparation with all anticipated requirements, PTW, and Procedures. Adhere to work procedures provided. Report progress to Eskom Technician. Ensure assigned work is completed to customer requirements and satisfaction within the estimated time frame. Report to Eskom Technician if there are any delays. Identify and report non-conformities in processes or systems in the working area

2.3.1. Constraints on how the *Contractor* Provides the Service

The *Contractor* carries out the work under this contract, taking due cognisance of the following constraints, as applicable to the services.

The *Contractor* is called out when the need arises to perform the following:

- Assess the scope of work,
- Consult with the *Employer's* representative to discuss the repair method,
- Provide a quotation for the scope of work and submit to the Service Manager to process the Task Order,
- The *Contractor's* call out cost to be included in the quotation and,
- The *Contractor* performs the necessary preparation to execute the repair in accordance with the Task Order instructions.

Before any task can be performed, an instruction from the Employer with a SAP task order must be obtained, which will serve as the *Employer's* notice to the *Contractor* to perform a Task.

The *Contractor* will not perform any task or work without a SAP task order accompanied by the *Employer's* instruction to perform a Task.

The *Contractor* performing a task without a SAP task order and an Employer's Instruction, is done at the risk of non-payment by the *Employer*.

The *Employer* will schedule the repair (Equipment Leak Sealing) and the task shall be executed as per the work order generated by the *Employer's* SAP Program, and the applicable working procedure.

A task may only start when the *Employer's* Responsible Person (RP) signed on the relevant Permit to Work (PTW), with all safety precautions in place.

No task may commence unless the *Employer's* RP has conducted a pre-job briefing, an authorised work package has been issued to the *Contractor* and the contractor personnel have signed onto the workers register.

All work is subjected to, at any given time, inspections by various Employers groups i.e Safety Risk Management, Fire Risk Management, Engineering and Quality Assurance/Quality Control.

The *Contractor* shall ensure any witness and holding points as specified in the work order are strictly adhered to.

Should the task be longer than 2 (two) days, the *Contractor* will prepare and submit daily updates, show casing the actual progress and effects regarding timing of the remaining work

The *Contractor* shall not be compensated for costs relating to Koeberg required permits, nor for labour/time spent in obtaining it.

The *Contractor* must ensure that he/she is, always, familiar with Koeberg's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the *Contractor* will have no claim against Koeberg if a permit request is refused.

2.4. Documentation control

The *Contractor* abides by the *Employer's* standards and conforms to any confidentiality agreement between the Parties. The *Contractor* notifies the *Service Manager* as soon as he becomes aware of any issue that may impact on the agreed standard of control of documents.

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 *Employer*, on request from the *Contractor*, provides copies of all applicable *Employer* standards, procedures, guides and forms.

The *Employer* provides access to all available Affected Property documentation required for Providing the Service.

The *Contractor* provides a list of persons that require authorisation, by the *Service Manager*, for requesting copies of Affected Property documentation.

The *Service Manager* only authorises the relevant personnel once the *Contractor* has signed the Confidentiality and Non-Disclosure Agreement.

Copy requests are made in writing, to the *Service Manager*, and details the exact documentation identification numbers. Documentation is provided in accordance with the latest Accepted Plan

All communication is addressed to the *Service Manager* or the *Supervisor*, as applicable to the TSC3. All communication makes reference to:

- the contract number that is issued by the *Employer* (normally a 46000xxxxx number),
- the title of the contract,
- any previous references relating to the specific communiqué (i.e. a response to a *Service Manager's* communication),
- the specific TSC3 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 Service Manager and Contractor and vice versa is as follows:

- From the *Service Manager* to the *Contractor*: 46000.....
- From the *Contractor* to the *Service Manager*: 46000.....

All document deliverables transmitted to the *Service Manager* for review / acceptance / record / information are transmitted under formal communication with an associated document transmittal cover document. Related CDs, data-cards or hardcopy documents are delivered with a hardcopy copy of the formal communication and/or document transmittal to the Employer's nominated information controller – situated on Affected Property.

The title of each letter clearly summarises the purpose of the letter. In accordance with TSC Core Clause 13.7, each notification deals with only one specific issue at a time. 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

2.5. Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amended Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. The *Employer* requires adherence by the *Contractor* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

The *Contractor* sends an original Tax invoice to the *Employer's* Financial Accounting group via email. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.

The *Employer's* VAT Registration number is: 4740101508.

Particulars to be included on the *Contractor's* Tax Invoice:

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

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

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

All invoices must be emailed in .pdf format to Invoiceseskomlocal@eskom.co.za
Supplier statements must be emailed to Statementseskom@eskom.co.za

2.6. Contract change management

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

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

2.7. Records of Defined Cost to be kept by the *Contractor*

The Contractor keeps all records of defined cost as well as payments & assessments of compensation events, for presentation to the Service Manager, for compensation events

2.8. Insurance provided by the *Employer*

Insurance will be applicable as per insurance reference and Z clauses in the Employer's Contract Data. *Contractor's* account.

2.9. Design and supply of Equipment

The *Contractor* submits a design package for the *Employer's* Quality Control review and approval.

The design must be in line with and meet SANS347 requirements.

The design must be approved by an AIA Engineer.

The process complies as follows:

- Client request for an online Leak sealing repair
- Leak requisition form completed.
- Design and Drawing submitted to AIA.
- Line integrity determine by Client.
- AIA submit to registered Design Verification Engineer (DVE)
- Design approved.

- Material witness and verified.
- Fabrication of Enclosure in line with QCP
- NDT of enclosure in line with QCP.
- NDT of Enclosure as required.
- Final inspection and Release by AIA
- Release by *Contractor*
- Installation must be according to QCP/risk assessments and Installation procedures.

2.10. Management of work done by Task Order

Work against this contract can only be performed upon receipt of a Task Order. No amount of work is guaranteed under this contract.

The *Employer* can issue a Task Order or a revision thereof without first seeking a proposal from the *Contractor*.

The *Contractor* performing work without a SAP task order is done at the risk of non-payment by the *Service Manager*.

The Task Order will include the following information:

- A description of Works
- Task Order reference number
- The *Employer's Representative* or *Employer's Site Supervisor* who will be the contact person for all matters concerning the applicable Task Order, including technical direction.
- The contract reference number allocated to the contract

Unless the *Contractor* notifies the *Employer* in writing within the period for reply, after the receipt of a Task order or any revision thereof, that there is an aspect which is unclear, incorrect or unacceptable, the *Contractor* shall be considered to have accepted all the terms of the Task Order as issued.

Any Task Order that is not signed by the duly authorized representative of the *Employer* is void and of no effect, and the *Contractor* shall not be compensated for any work performed pursuant to such Task Order.

The *Service Manager* may not issue a SAP task order after contract validity end date unless the contract is modified and that the *Contractor* has received and agreed to a notification letter stating terms and conditions of modification;

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management

3.1.1 Occupational Health and safety

The *Contractor* shall comply with the health and safety requirements contained in OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the Operational risks and the *Contractor* shall comply with the latest SHE Specification as amended at no cost.

The OHSACT 37(2) agreement must be signed by *Employer* and *Contractor/service provider's* representatives.

The *Contractor* OHS professional must conduct internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.

The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.

The *Contractor* may be selected during internal and/or external Eskom Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods and the contractor shall avail themselves for this audit.

The contractor/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000. Note: Induction will only after the above documents have been submitted and accepted by Eskom.

3.1.2 Key Performance Indicators

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

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS specification and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3. Contractor must develop, Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Comply to Planned Job Observation programmes.
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of shift that the incident took place.
8. All incident investigations must be completed within 10 days of the occurrence of an incident.
9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
10. Close audit findings as per the recommended time frames as per audit report or action raised in SAP QIM.
11. Close Non-conformance as per the recommended time frames in SAP QIM.

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

3.1.3 Contract completion and sign-off

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

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

3.2. Environmental constraints and management

The *Contractor* will ensure compliance with regards to disposal of all materials/waste water. As stipulated in document KAE 012.

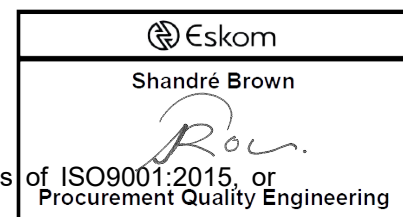
The *Contractor* shall comply with all the health and safety requirements stated in the SHE Specification.

3.3. Quality assurance requirements

The engineering classification assigned for the service is 0002/96Q and Q2/L2.

The *Contractor's* quality management system shall be certified to the requirements of ISO9001:2015, or equivalent.

The *Contractor* complies with the requirements of DSG-318-087 Rev 2 and DSG-310-087 Rev 2A.



The *works* are subject to a Quality Assurance Program in accordance with Section 5 of DSG-318-087 Revision 2. A Quality Control Plan, specific to each activity, is to be established and submitted to the *Employer* for acceptance before commencement of any work.

The *Contractor's* quality assurance system is also subject to the acceptance by the *Employer*.

The *Contractor* ensures that any Subcontractor employed by him has and implements a Quality Assurance Programme to meet the quality assurance requirements of the *Employer*.

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

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

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

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

Contractor's authorisation of personnel (including Subcontractor personnel), applied for Providing the Works, is made available to the *Employer* prior to the start of the work for which the authorisation is done.

The *Contractor* 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 Subcontractor deliverables. Where considered necessary, the *Employer* may request such review records and the *Contractor* provides such information without limitation.

All quality related problems/issues are reported and resolved as Defects in terms of the relevant clauses. All completed work is signed off in the QCPs as the work progress and all the relevant signatures are made on the documentation. The *Contractor* and his subcontractor employ quality control representatives, with appropriate proven experience.

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

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

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Replacement of key personnel during the contract shall be subject to approval by the *Employer*. Refer to Section 2.3 for full requirements and responsibilities.

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.1.3 Supplier Development Localisation and Industrialisation (SDL&I)

N/A

4.2 Plant and Materials

4.2.1 Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
240-62196227 Life Saving Rules	Latest	
KSA-119 Contractor Control at Koeberg Nuclear Power Station	Latest	
KAE-012 Hazardous and Non-Hazardous Waste and Scrap Disposal	Latest	
331-170 Requirements for Protective Coatings for use at Koeberg Nuclear Power Station	Latest	
KSA-147 Investigating, compiling and execution of maintenance work packages.	Latest	
KAA: 751 Chemical Restrictions and Control at Koeberg (CRACK)	Latest	
KSA-069 Foreign Material Exclusion	Latest	
KSM-014 Maintenance of maintenance quality control	Latest	
KSM-015 Maintenance of History Recording		
KSM-020 Post Maintenance Requalification Testing	Latest	
335-68 Fitness for Duty process for Staff who are required to perform work at the Nuclear Operating Unit.	Latest	
<u>Technical specifications:</u>		
DSG-310-087 - Generic Service Specification	Rev 2A	
DSG-318-087: Quality requirements for the procurement of assets, and goods and services	Rev 2	
DSG-317-09 Nuclear Grade Leak Sealing Compound	Latest	
KWM-MM-MFU-001- Repairs using On-Line Leak Sealing Process	Latest	

4.2.2 Correction of defects

Upon the notification of a Defect the *Service Manager* shall identify the period wherein access will be given to the *Contractor* for access to correct the Defects.

4.2.3 Contractor's procurement of Plant and Materials

Plant and Materials supplied by the *Contractor* are new, free of defects of any kind, and fit for the purpose to which they are intended to be used. All material/consumables/spares supplied in providing the Service shall comply with all applicable legislation, standards, and specifications. Material costs must allow for application losses.

4.2.4 Tests and inspections before delivery

Specific hold and witness points will be assigned by the *Employer* as part of its acceptance review of the manufacturing and testing quality control plans prior to start of any tests and inspections

4.2.5. Plant & Materials provided "free issue" by the Employer

The *Employers* supplies the following in support of the service:

- Compressed air (90 PSI, 150 SCFM).
- 230V 50 HZ electrical supply.
- 380V 50Hz, 3 phase power supply in containment where applicable
- Demineralised water.
- Scaffolding, forklift and rigging support
- Tenting for in situ work.

5 Working on the Affected Property

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

5.1.1 Security check points

Prior to access to site, there are two Public Exclusion Barrier (PEB) security check points, viz. at the entrance from the R27 and at the entrance from Duynefontein. Security access is through Access Control Points (ACP) 1 and 2. All temporary worker/visitors permits are issued at ACP-1.

On a daily routine all personnel will access and leave the site via the security controlled access point, where all are subjected to security screening procedures which includes 100% alcohol testing.

No cellular or mobile phones are allowed beyond ACP 2.

5.1.2 Fitness for duty management

The *Contractor* adheres to the *Employer's* procedure 335-68 - Fitness for Duty Requirements for Work to be performed inside the Owner Controlled Areas of Koeberg Nuclear Power Station.

The FFD programme objective is to provide reasonable assurance that all *employees* who are required to perform work on the Koeberg plant perform their tasks in a reliable and trustworthy manner, are not under the influence of any substance, or suffers from any health impairment which in any way adversely affects their ability to perform their duties safely and competently. It also gives reasonable assurance that employees (*Contractor* and Eskom) have been trained/made aware and their technical competence/awareness has been assessed. These requirements are derived from applicable legislation, regulations, Nuclear Licensing requirements, world best practices and Eskom requirements applicable to the Operator of a Nuclear Power Plant.

The requirements differ depending on contractual stipulations and the specific work that the *employee* is required to perform.

As per OHSA the employee's fitness for duty and safety remains the responsibility of the *Contractor* and not Eskom unless it is stipulated otherwise in the SHE specifications of the contract.

Meeting FFD requirements is entirely the responsibility of the *Contractor* and all activities described in procedure 335-68 paragraph 5.1 are performed offsite at the cost of the *Contractor* before his/her employees will be registered on the FFD system.

After contract award the *Service Manager / Employer's Representative* completes an Occupational Health Services Person Job Specification in accordance with KGA- 075 and Procedure 335-68 for each contractor employee, which details the occupational conditions of the work activity on site. The specific details when ticked in the job specification inform the induction training the employee needs to complete.

The documentation required and the specific induction training will be indicated on "Appendix A: Application to register for the Koeberg FFD Programme form" (Refer to Procedure 335-68 latest Rev) for each employee. It is the *Contractors* responsibility to timeously book his employees, including subcontractor employees, for entry medical examinations prior to entering the site. Entry medicals form part of Koeberg's mandatory site access FFD requirements. All contractors (local and international) must have a COVID -19 test result that is negative and not older than 72 hours before they come to the Affected Property for final medical assessment. International contractors must go into quarantine period as stated by the National Institute of Communicable Diseases guidelines from the date of arrival in South Africa. International contractors must perform a COVID 19 PCR test on day seven after arrival in SA. The *Contractor* is responsible for the cost of the COVID -19 test.

The *Contractor* ensures that all his *employees*, including *subcontractors*, brought to site comply with the FFD process requirements prior, during and on completion of all activities. In particular the *Contractor* ensures compliance to the nuclear license requirement that all contractor employees classified as radiation workers on completion of their work period on a nuclear site attends an exit medical examination and receive a final whole body count administered by Koeberg's Radiation Protection Group. For control purposes the last payment of a contract or Task Order is withheld if the tax invoice is not accompanied by written confirmation of completed exit medical examinations and other FFD requirements.

The *Contractor* and the *Service Manager / Employer's Representative* ensure that permit holders that no longer require access to the Site follow the FFD exit procedure. Failure to do so shall result in the individual being denied access to the Koeberg site in future, and *Contractor* may not be considered for further contracts with the Nuclear Operating Unit.

All FFD related enquiries can be emailed to FFDNOU@eskom.co.za

5.1.3 Specific Training Required

The duration of the training will vary according to the experience of the individual. The *Contractor* is to liaise with the *Employer's Representative*, prior to the execution of the works, for an appropriate training period.

Medical Assessments and Police Clearance are to be completed by the *Contractor* and proof supplied to the *Employer* for verification by the onsite Medical Centre and Security. Refer to Procedure 335-68 - Fitness for Duty Requirements for Work to be performed inside the Owner Controlled Areas of Koeberg Nuclear Power Station.

Generic training:

- Plant Induction Training (PIT)
- Human Performance Training
- Medical Verification
- Safety Induction
- Radiation Workers Training

The duration of the Generic training will vary according to the experience of the individual. The average duration that should be scheduled and planned for is a maximum of 8 days. The *Contractor* is to liaise with

the *Employer's Representative*, prior to the execution of the works, for an appropriate training period. Training is executed via e-learning with self-study and an onsite online assessment of 2 hours.

Technical Training:

- Confined space training
- Clean condition training
- Technical FME
- *Working at height/Material Handling Awareness
- Hazardous chemicals
- Technical Assessments as required

*Working at Height Awareness Training – Candidates will only gain access to this course upon presenting a Work at Height training certificate (US 229998) issued by an accredited Work at Height training provider. Refer to **Eskom Work at height standard 32-418**

The *Employer* from time to time requires that the *Contractor's* personnel attend the following compulsory training sessions:

- Monthly Work Team Sessions 2 Hours each. Attendance is compulsory for all personnel and is seen as continuation training.

After successful completion of the required training, each member of the *Contractor* team will be issued with a personal Identification Access Card. Lost or damaged cards will be for the cost of the *Contractor*. Hard hat, safety boots and safety glasses are mandatory safety equipment at Koeberg Nuclear Power Station. The *Contractor* is responsible to supply all his staff with this safety gear prior to the start of the work. Personal protective equipment must comply with SABS standards.

5.1.4 Exit procedure

The *Contractor* and the *Service Manager* ensure that permit holders that no longer require access to the Affected Property follow the FFD exit procedure. Failure to do so may result in the *Contractor's* employee being denied access in future.

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

5.1.5 Prohibited/unauthorised items on site

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 (Process for access to Koeberg Nuclear Power Station). The procedure stipulates that the following items are prohibited from being brought onto site, unless specifically authorised:

- explosives or components thereof,
- habit forming drugs,
- alcohol,
- mercury,
- acids,
- cellular phones,
- firearms, ammunition, or any part thereof, and
- cameras

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

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

5.1.6 Emergency Mustering and Accountability and Evacuation

Due to the nature of the site the *Employer* is required to have full accountability of all personnel at all times. The *Contractor* maintains a current status accountability list of all his personnel on site.

The accountability list is handed to the *Employer* each time a change occurs.

The *Contractor* ensures that his personnel take full responsibility of this requirement and that its personnel are fully knowledgeable with the mustering requirements as detailed in procedure KAA 611.

5.2 People restrictions, hours of work, conduct and records

Koeberg reserves the right to verify all personnel employed under this contract. Furthermore, Koeberg reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The *Contractor* keeps records of his people working on the Affected Property and the *Service Manager* shall have access to them at any time.

During the execution of this Contract, other Contractors may be performing work on the plant and the *Contractor* must take due cognisance of this in planning and executing the *Service*

All work will be coordinated by the *Employer*. Working times can be subject to change, the *Employer* will inform The *Contractor* well in advance.

5.3 Health and safety facilities on the Affected Property

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

5.4 Cooperating with and obtaining acceptance of Others

The *Contractor's* duty is to co-operate with Others as expressed under the service information. The *Contractor* co-operates with and does not delay, impede, or otherwise impair the work of Others

Where the *Contractor's* work may affect or interfere with the activities of the *Employer* or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the contractor's plan.

The exchange of information on health and safety matters is particularly important in order to comply with the law as well as with the contract.

The *Contractor* co-operates at any time with an independent person appointed by the *Employer* to review work done by the *Contractor* in Providing the *Service*.

The *Contractor* co-operates and provides information as required by the *Employer* for issues affecting and improving, either inside or outside the scope of the services.

The *Contractor* makes his own assessment of the problems and difficulties which may be encountered, and no claim of any kind will be allowed on account of providing reasonable access to other contractors as detailed above, or for the requirement of working adjacent to, or in the same area, as other contractors operations

5.5 Equipment provided by the Employer

The *Employer* is responsible for provision of training associated with enabling the *Contractor* to gain access to the site. All PPE requirements for Radiological Zones will be provided by the *Employer*. All work support functions (e.g. Scaffolding, forklift and rigging support, etc.) will be provided by the *Employer*.

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

- Maintenance Manuals, Working procedures and Drawings
- Permit to Works (PTW)
- Access to working and training areas for personnel and equipment.
- Radiation Protection coverage and support.
- Anti-contamination clothing and dosimetry.
- Waste disposal facilities for generated waste
- Access to the *Employer's* equipment documentation and procedures.
- Temporary storage areas.
- Decontamination services.
- Removal and replacement of lagging.

Employer's QC coverage and Engineering support

5.6.2 Provided by the *Contractor*

The *Contractor* shall provide everything else necessary for Providing the *Service*.

The *Contractor* dismantles and clears from site all such temporary structures and associated foundations and infrastructure at the direction of the *Service Manager* on completion. No such dismantling and clearance work is carried out without prior instruction from the Service Manager.

5.7 Control of noise, dust, water and waste

The *Contractor* will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference, or danger to the public or any other person working at Koeberg.

At no time shall the *Contractor*:

- allow any palliative or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

5.8 Tests and inspections

5.8.1 Description of tests and inspections

The *Contractor* shall ensure that all equipment is inspected and tested in accordance with relevant health and safety standards incorporated under the relevant Acts, Regulations and Standards.

6 List of drawings

6.1 Drawings issued by the *Employer*

Drawings where required and available will be issued with each task order.

7 Appendices

7.1 Annexure 1 – SHE Specification