



NEC3 Term Service Contract (TSC3)

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

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

for Dredging at Koeberg Operating Unit for a period of
eight (8) years

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

CONTRACT No. [Insert at award stage]

Zolani Mdeleleni
PQE: Quality Officer
Reviewed on:
2025/04/23

Q3, L3 Service

238-103 (238-769T)

A handwritten signature in black ink, appearing to read "Zolani Mdeleleni", enclosed within a circular stamp or seal.

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]	
C1.3 Proforma Guarantees	[•]

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:

1 Provision of Dredging Service at Koeberg Operating Unit for a period of eight (8) years

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	As per task order
	Value Added Tax @ 15% is	As per task order
	The offered total of the amount due inclusive of VAT is ¹	As per task order

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*.

1.1 Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

1.2 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
Not applicable		

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.


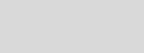

1.2.1.1 For the tenderer:

1.2.1.2 For the Employer

Signature	_____	_____
Name	_____	_____
Capacity	_____	Power Station General Manager
On behalf of	(Insert name and address of organisation)	Eskom Holdings SOC Ltd Koeberg Nuclear Power Station R27 off West Coast Road Melkbosstrand Republic of South Africa 7441
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 TSC3 Contract Data

2 Part one - Data provided by the *Employer*

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
	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.	011 803 8008
	Fax No.	011-803 3009

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

10.1	The <i>Service Manager</i> is (name):	Buyisile Khwelelani
	Address	Koeberg Nuclear Power Station R27 Off West Coast Road Melkbosstrand Republic of South Africa
	Tel	021 550 5753
	Fax	086 560 3772
	e-mail	khweleb@eskom.co.za
11.2(2)	The Affected Property is	Cooling water intake basin – Koeberg Nuclear Power Station
11.2(13)	The <i>service</i> is	Dredging of the main intake basin at Koeberg Operating Unit for a period of eight (8) years
11.2(14)	The following matters will be included in the Risk Register	
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 hours for Safety Related Issues and within 5 working days for other or as specified in communication
2.	The <i>Contractor's</i> 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	Two (2) weeks of the Contract Date
3.	Time	
30.1	The <i>starting date</i> is.	01 July 2025
30.1	The <i>service period</i> is	Eight (8) Years]
4.	Testing and defects	As stated in the Service Information
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	Four (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	Four (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.

2.1 12 2.2 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:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.85</td><td>SEIFSA Table C3 – All hourly paid employees</td><td>SEIFSA</td></tr> <tr> <td>0.15</td><td>Non-Adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.85	SEIFSA Table C3 – All hourly paid employees	SEIFSA	0.15	Non-Adjustable		1.00		
proportion	linked to index for	Index prepared by												
0.85	SEIFSA Table C3 – All hourly paid employees	SEIFSA												
0.15	Non-Adjustable													
1.00														
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	R0.0 (zero Rand)
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 and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
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	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <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 <i>end of liability date</i> is	Eighteen (18) months after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> 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*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

Z8 Notifying compensation events

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.

Z11 Ethics

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

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

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

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

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

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

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

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <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 by the Employer

86

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

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 to 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</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

3 Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read 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:	

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

- 2 Name:
 Job
 Responsibilities:
 Qualifications:
 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	Refer to Section C2.2
11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(20)	The tendered total of the Prices is	R
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in	

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

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

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

5 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.

6 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).

7 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.

8 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*

No.	Description	Frequency	Unit	Expected Quantity	Rate	Price
1	Mobilization	Once off	Le	1		
2	Dredging Rate for 0 – 600 000 cubes (over 8 year period)	Every month as per the survey	m ³	600 000		
3	Dredging Rate for 600 000 – 800 000 cubes (over 8 year period)	Only if #2 capacity has been exceeded	m ³	100 000		
4	Dredging Rate for > 800 000 cubes (over 8 year period)	Only if #3 capacity has been exceeded	m ³	50 000		
5	Dredging Rate for Restricted area Inner basin Zone A	Only when the need arises	Hour	600		
6	Normal standing time (up to 7 days)		Hour	1 000		
7	Longer period standing rate (more than 7 days)		Hour	3 000		
8	Demobilization	Once off	Le	1		
9	Skipper	Only on request basis	day	10		
10	Ski-boat	Only on request basis	day	10		
11	FFD Training – dredging team (rate per full training)	Once off				

The total of the Prices

Notes:

1. General

- All rates are to exclude VAT.
- All rates/prices are to be quoted in ZAR's (South African Rand)
- All rates will remain fixed for the first 12 months of the contract period; thereafter the applicable rate will be adjusted in accordance with **the applicable index**, base date is 30 days after tender closing.
- The individuals provided must work according to the *Employer's* normal working hours per day, as stipulated in the contract
- The *Supplier* must make provision to comply with all the conditions as stipulated in the Basic Conditions of Employment Act (BCEA) for all categories. The *Supplier* indemnifies the *Employer* against any claims, proceeding, compensation and cost arising from the *Supplier's* transgression of the Act.

Document reference

No of
pages

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

Part 3: Scope of Work 2

C3.1: Employer's service Information iii

1	Description of the <i>service</i>	v
1.1	Executive overview	v
1.2	<i>Employer's</i> requirements for the <i>service</i>	v
1.3	Interpretation and terminology	ix
2	Management strategy and start up.	ix
2.1	The <i>Contractor's</i> plan for the <i>service</i>	x
2.2	Management meetings	Error! Bookmark not defined.
2.3	<i>Contractor's</i> management, supervision and key people	xv
2.4	Provision of bonds and guarantees	xvi
2.5	Documentation control	Error! Bookmark not defined.
2.6	Invoicing and payment	Error! Bookmark not defined.
2.7	Contract change management	Error! Bookmark not defined.
2.8	Records of Defined Cost to be kept by the <i>Contractor</i>	Error! Bookmark not defined.
2.9	Insurance provided by the <i>Employer</i>	Error! Bookmark not defined.
2.10	Training workshops and technology transfer	Error! Bookmark not defined.
2.11	Design and supply of Equipment	Error! Bookmark not defined.
2.12	Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	Error! Bookmark not defined.
	defined.	
2.12.1	Equipment	Error! Bookmark not defined.
2.12.2	Information and other things	Error! Bookmark not defined.
2.13	Management of work done by Task Order	Error! Bookmark not defined.
3	Health and safety, the environment and quality assurance	Error! Bookmark not defined.
3.1	Health and safety risk management	Error! Bookmark not defined.
3.2	Environmental constraints and management	Error! Bookmark not defined.
3.3	Quality assurance requirements	Error! Bookmark not defined.
4	Procurement	Error! Bookmark not defined.
4.1	People	Error! Bookmark not defined.
4.1.1	Minimum requirements of people employed	Error! Bookmark not defined.
4.1.2	BBBEE and preferencing scheme	Error! Bookmark not defined.
4.1.3	Accelerated Shared Growth Initiative – South Africa (ASGI-SA)	Error! Bookmark not defined.
	defined.	
4.2	Subcontracting	Error! Bookmark not defined.
4.2.1	Preferred subcontractors	Error! Bookmark not defined.
4.2.2	Subcontract documentation, and assessment of subcontract tenders	Error! Bookmark not defined.
4.2.3	Limitations on subcontracting	Error! Bookmark not defined.
4.2.4	Attendance on subcontractors	Error! Bookmark not defined.
4.3	Plant and Materials	Error! Bookmark not defined.
4.3.1	Specifications	Error! Bookmark not defined.
4.3.2	Correction of defects	Error! Bookmark not defined.
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	Error! Bookmark not defined.
4.3.4	Tests and inspections before delivery	Error! Bookmark not defined.
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	Error! Bookmark not defined.
4.3.6	Cataloguing requirements	Error! Bookmark not defined.
5	Working on the Affected Property	Error! Bookmark not defined.

- 5.1 *Employer's* site entry and security control, permits, and site regulations..... **Error! Bookmark not defined.**
- 5.2 People restrictions, hours of work, conduct and records..... **Error! Bookmark not defined.**
- 5.3 Health and safety facilities on the Affected Property **Error! Bookmark not defined.**
- 5.4 Environmental controls, fauna & flora..... **Error! Bookmark not defined.**
- 5.5 Cooperating with and obtaining acceptance of Others..... **Error! Bookmark not defined.**
- 5.6 Records of *Contractor's* Equipment..... **Error! Bookmark not defined.**
- 5.7 Equipment provided by the *Employer*..... **Error! Bookmark not defined.**
- 5.8 Site services and facilities..... **Error! Bookmark not defined.**
 - 5.8.1 Provided by the *Employer* **Error! Bookmark not defined.**
 - 5.8.2 Provided by the *Contractor* **Error! Bookmark not defined.**
- 5.9 Control of noise, dust, water and waste **Error! Bookmark not defined.**
- 5.10 Hook ups to existing works **Error! Bookmark not defined.**
- 5.11 Tests and inspections **Error! Bookmark not defined.**
 - 5.11.1 Description of tests and inspections **Error! Bookmark not defined.**
 - 5.11.2 Materials facilities and samples for tests and inspections **Error! Bookmark not defined.**
- 6 List of drawings **Error! Bookmark not defined.**
 - 6.1 Drawings issued by the *Employer* **Error! Bookmark not defined.**

1 Description of the service

1.1 Executive overview

The primary objective of the contract is to render a service to Koeberg Nuclear Power Station, for the dredging of the cooling water intake basin.

Dredging in the basin is a continuous process, whereby surplus volumes of sand are removed and disposed of. Additional volumes of sand limit the reservoir capacity of the basin, allowing for an inconsistent flow of water and an unacceptable cooling water quality. The cooling water quality (free of suspended sediments) is essential for adequate heat transfer through the plant and its components. High volume of sediments entering the system causes damaging effects on the components, and results in ineffective plant operability. A continuous dredging service is therefore required to meet the effective operational requirements and safety of the plant.

1.2 Employer's requirements for the service

The *Contractor* must mobilize the necessary equipment required to successfully dredge the cooling water intake basin. The *service* to be performed under this contract comprises the dredging of material generally from sea borne sediments continuously entering the cooling water intake basin. The basin has to be dredged to levels not deeper than the original construction design levels as shown on drawing Appendix D – Basin Layout and sections. The *Contractor* is to establish site and successfully dredge from the cooling water intake basin, for a period of two weeks before mobilization will be paid.

The *Contractor* must install and maintain the necessary infrastructure (transformer, cables, pipes etc.) required to dredge the cooling water intake basin. Material to be dredged shall be deposited south of the outfall channel as shown on Appendix D – Basin Layout and sections.

The area and depth to which the cooling water intake basin is to be dredged, is shown on drawing 201/61/D/1001. The *Contractor* is not to dredge within 50m of the SEC and CRF.

Dredging outside the area as indicated in Appendix D – Basin Layout and sections should not occur. Should this be required, a written instruction is issued, and all work is performed under the supervision of the *Service Manager*.

Dredging outside the demarcated area is conducted with the cutter dis-engaged. Due to the ongoing ingress of sediment into the cooling water intake basin and ongoing maintenance dredging by others, the actual volume of material to dredge cannot be specified exactly. The *Contractor* makes provision for various dredging rates, depending on the actual volume dredged. The *Contractor* must take note of the constant ingress of material of which the volume is described in section 1.2.1.

The *Contractor* is liable for conducting the progress surveys of the area dredged and the areas to be dredged. Four survey reference points that are to be used for surveying are indicated on Appendix D – Basin Layout and sections. Progress surveys performed by the *Contractor* must be verified by the *Service Manager*. The *Contractor* would be required to provide ad hoc services i.e. skipper, ski-boat and support to the Koeberg emergency response teams in the event of marine threats (jellyfish, etc) or as the need arises.

In the event of an external threat to the Power Station the oil boom may be deployed. The approximate position and anchor ropes are indicated on Appendix D – Basin Layout and sections. The deployment of the oil boom will not prevent dredging but may influence the areas that can be dredged. The *Contractor* is to ensure that the access ways to deploy the oil boom are clear of obstructions.

1.2.1 Type of materials to be dredged

The material to be dredged consists mainly of fine sand that has accreted in the intake basin over a period.

Samples of material to be dredged have been taken and grading is provided in Annexure C.

The *Contractor* is to note however that there may be variations in the nature of the material to be dredged and there may be inclusions in the material such as debris, seaweed, kelp, mussel shells, revetment stone, etc. Therefore, the classification of the material to be dredged cannot be guaranteed. The term 'dredge' shall mean dredge in any material. The *Employer* makes no representation and undertakes no responsibility with respect to the actual character of the material to be dredged. The *Contractor* will be deemed to have satisfied himself as to the actual nature of the material to be dredged and he shall assume the entire risk associated therewith. The *Contractor* may, by arrangement with the *Employer*, carry out independent on-site evaluations of the material to be dredged.

1.2.2 Rates and patterns of sedimentation recorded to date

Hydrographical surveys of the seabed at the *Site* have been carried out regularly since before basin construction commenced. Results of the surveys to date are available and may be viewed at the offices of the Marine Maintenance Section of the *Employer's Site*. The result of the hydrographical basin survey done in August 2024 is given on attached – Basin Survey.

Several dredging contracts have been carried out to remove accumulated sediment from time to time. Based on historical information, it is estimated that on average approximately 11 000m³ to 20 000m³ of sediment is deposited in the basin per month. The rate of sedimentation varies and depends on a number of factors such as sea conditions and cooling water flow rate. A monthly ingress rate of 20 000m³ has been recorded.

1.2.3 Limits within which dredging will have to be done

The limits within which dredging will be required are indicated on Appendix D – Basin Layout and sections. The survey datum used throughout this contract is Mean Sea Level (MSL), which is equivalent to the Land Levelling Datum and equals 0.825m above Chart Datum (as defined in the South African Tide Tables).

The basin within the immediate proximity of the Cooling Water Pump house has a nominal bottom level of -7.5m MSL. It is important that, when dredging near this area particular care should be taken to avoid stirring up sediment that could be drawn into the Cooling Water System. This area being furthest from the mouth, enjoys the most protection of all areas of the basin and, under most conditions, the fluctuation in water surface levels due to wave action is generally less than 1.0m but depends on offshore wave conditions and location within the basin.

The remainder of the "Inner Basin" (i.e. that part of the basin lying shoreward of the lateral arm) has a nominal bottom level of -6m MSL. The bulk of the accretion is located in this area. The degree of protection from wave action afforded by the breakwaters is not uniform over the inner basin area. The areas opposite to and near the entrance to the basin are relatively more exposed than the inner area close to the pump house.

Conditions in the outer basin are usually unsuitable for dredging, as there is little protection from wave action. It is not intended that dredging should be undertaken in this area.

Great care will have to be exercised when dredging in the proximity of structures (including breakwaters) so as to avoid undermining or damaging such structures.

1.2.4 Dredging Areas

The extent over which accretion occurs in the inner basin is indicated by the *Employer's* August 2024 Hydrographic Basin Survey, Attached. The *Contractor* shall dredge a series of bands (sub-areas). The *Contractor* and the *Employer* shall prior to commencement of any dredging work agree upon the location of the bands to be dredged.

The dredging sequence must be such as to minimise deposits near the pump house and also to minimise the amount of sediment that will be settling out within the dredging area. For purposes of measurement and payment as described in Clause 2.2, Surveys for payment purposes will be carried out on completion of dredging of each band and will extend over the area of the band completed. If required, surveys will extend further afield.

The lowest elevation to which dredging will be required will be 7.5m below MSL but the actual depth dredged to in any area will be decided by the *Employer*.

1.2.5 Surveys

The *Contractor* shall carry out hydrographical surveys as required for measurement and payment at the commencement and completion of stages of the dredging work as required by the *Employer*.

The *Contractor* shall survey the area jointly with the *Employer's* staff using a hydrographical survey system (echo sounder provided and operated by the *Contractor* to the satisfaction of the *Employer*). The equipment shall be calibrated before and after each survey. Recordings of the water level within the basin during the survey shall be the *Contractor's* responsibility. The *Employer* shall provide a benchmark adjacent to the basin for this purpose.

1.2.6 Route, length and details of discharge pipe

The discharge line is fitted with adequate flotation devices to ensure the discharge pipes are suspended on the water surface without unnecessary sagging. If an electrically powered source is used, the cable is suspended above the water surface in a manner to prevent unnecessary damage. The discharge pipe is secured in a manner preventing the pipe approaching within 150 m of the pump houses, unless dredging in this area is required.

The position where flexible pipeline will come ashore (coupling point) is indicated on Appendix D – Basin Layout and sections.

The elevation of the centre of the pipeline at the coupling point between flexible and fixed pipeline is approximately 5m MSL. The elevation of the centre of the pipeline at the point of the discharge is approximately 4m MSL. The fixed pipeline runs along the south breakwater and the discharge point will be either Point A or B as indicated on the drawing. The *Contractor* provides a branch and valve arrangement in the discharge pipeline to the satisfaction of the *Employer*, to permit spoil to be directed to discharge positions A or B, as may be required by the *Employer*. Where the pipe is routed over the breakwater cap, the *Contractor* provides a ramp in order to ensure the *Employer's* vehicles access to the end of the breakwater.

1.2.7 Suspended sediments at the pump houses

The *Contractor* shall take all reasonable precautions to keep the amount of sand/silt stirred into suspension that may possibly be drawn in the cooling water intakes at the pump houses (Inner Basin Zone A, -7.5m MSL), to an absolute minimum. The cost of such precautions shall be included in the quoted rate for dredging.

1.2.8 Dredging in the vicinity of the rock revetments, breakwater and pump houses

The *Contractor* shall take extreme care not to cause damage to the toe of the rock revetment and breakwaters. The *Contractor* shall take all possible care to ensure that over dredging adjacent to rock revetments and breakwaters as well as pump houses are avoided.

The *Contractor* shall be responsible for repair to any revetment, breakwater, structure or plant attached thereto damaged by the dredging operation. The cost of any such repair work shall be borne by the *Contractor* and shall be carried out to the satisfaction of the *Employer* within 14 days after notification by the *Employer* or after it has come to the attention of the *Contractor*.

1.2.9 Use of breakwater capping for cable anchorage

The breakwater capping consists of mass concrete of 6m wide and of variable depth as indicated on Appendix D – Basin Layout and sections. The blow holes in the concrete capping are located 4m from the basin-side face of the capping, approximately 150mm in diameter and may be permitted to be used as anchorage points by the *Contractor*. The anchorage detail shall be subject to the approval of the *Employer*. The *Contractor* shall describe in his method statement his proposals for anchorage.

Where cables pass over the surface or edges of concrete, the concrete shall be protected against damage caused by the cable. Such precautions shall be to the satisfaction of the *Employer*. The *Contractor* shall repair any damage to the concrete cap or breakwater at his own expense.

1.2.10 Non-operational dredger

When the dredger is not in service and in the parked position at the jetty the *Contractor* shall ensure that inspection of the moorings are conducted at least twice a day. When the dredger is deployed in the basin the dredger and associated equipment shall be monitored continuously by the *Contractor*.

Reportable incidents

The following incidents must be immediately reported to the Control Room (021-550-4222) and the *Service Manager/Project Manager*;

- Major spills of dredging spoil within 150m of the pump houses.
- Medical emergency, immediately or before the end of the shift/working period.
- In the event that the *Contractor* notices any debris (i.e. ropes, large plastic sheets, floats etc.) emanating from the dredger or associated equipment or current born moving towards the pump houses.
- In the event of a spill (i.e. spillage of any fluid other than water).

1.2.11 Oil spill

The *Contractor* should maintain sufficient amount of oil absorbent material on the dredger and jetty to clean up spilt oil products that are used by the *Contractor*.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACP	Access Control Point
AP	Financial Accounting
CRF	Circulating Water System (sea water)
CWIB	Cooling Water Intake Basin
FMEA	Foreign Material Exclusion
ICW	Instruction to Commence Work
KNPS	Koeberg Nuclear Power Station
KOU	Koeberg Operating Unit
LDV	Light Delivery Vehicle
MSL	Mean Sea Leve
PAT	Plant Access Training
PPE	Personal Protective Equipment
PQE	Procurement Quality Engineering
PTW	Permit To Work
Q3	Quality Level 3
RFQ	Request For Quotation
SAP	System Application Process
SEC	Essential Service Water System
SHE	Safety, Health and Environment

2 Management strategy and start up

2.1 Management meetings

Quarterly (4 times a year) meeting is scheduled for 1 hour at the *Employer's* property.

The purpose of the meeting:

- Discussion of the overall co-ordination, other matters of a general nature, early warnings and any savings. (designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties).
- Discuss all the activities scheduled for the next quarter.

Ad-hoc meeting (as required by the *Employer* and with the authorisation from the *Employer's Agent*)

The purpose of the meeting:

- Discussion on an overall specialist activity as may require.

Records of these meetings shall be submitted to the *Employer's Agent* 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 *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As per <i>Employer's Agent</i> at 10H00	Koeberg Nuclear Power Station	Manager-E&S Maintenance
Overall contract progress and feedback	Every 3 months at 10H00	Koeberg Nuclear Power Station	<i>Employer's Representative, Contractor</i> and E&S Maintenance

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

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

Operational Meetings:

An operational meeting is held, by telephone or video conference, if necessary, between the *Employer's Representative, Contractor* and the *Contractor's* project manager (appointed by *Contractor*) to monitor and control the tasks and planning processes during contract period. Typical topics for discussion at this meeting will include *Contractor's* reporting on the following:

- Review of Progress (Plan) with specific focus on Key Dates and interim milestones.
- Key Risks (threats) and Issues and, where applicable, identify and agree on associated preventive/contingent and recovery actions.
- Review of Actions List.
- Review of Communications.

2.2 The *Contractor's* plan for the service

2.2.1 Supervision and key people

The following are additional above clause 22.1:

- The *Contractor* submits the relevant qualification and experience of a proposed replacement to the *Employer's* for acceptance- including a list of similar projects demonstrating his/her competency and experience and organisational structure/ organogram showing his/her lines of authority/communication. The *Employer* reserves the right to examine the certification.
- The *Employer* may, having stated, instruct the *Contractor* to remove a key person. The *Contractor* then arranges that, after one day, the key person has no further connection with the work included in this contract.
- The *Contractor* shall provide orientation and technical training for all key personnel in accordance with the requirements of the *Employer's* Radiological Safety Regulations, the *Employer* Industrial Safety Programme and, in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* site from time to time, which is available on request.

- The *Contractor* ensures that all key personnel assigned to the work in terms of the contract meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these staff members shall also meet such requirements as the National Nuclear Regulator may stipulate from time to time.
- All divers shall comply with the diving regulations and other OHSA act.

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

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

The *Contractor*, in and above the Provision of the Service, provides evidence of skills assessment (including qualifications) for all its staff. *Contractor* project manager, QC and supervisors are required to present SAQA approved certificates (or equivalent), for the position that they fulfil. The *Contractor's* project manager is trained on the NEC TSC3 prior the *access date* stated on the Task Order. Any personnel that do not meet the panel requirements will have their access to the Affected Property revoked.

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

The *Contractor* always maintains a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.

While the tasks are performed on Affected Property, the *Contractor* ensures continuous on-site supervision of the *service* by its supervisors.

2.3 Provision of bonds and guarantees

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

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

2.4 METHOD OF MEASUREMENT AND PAYMENT

2.4.1 Mobilization

The *Contractor* is compensated for mobilization on a lump sum basis. Payment of this lump sum will only be effected once the dredger and ancillary plant has been installed and successfully dredging continuously for a minimum period of 14 days.

2.4.2 Demobilization

The *Contractor* will be compensated for demobilization on a lump sum basis. Payment of this lump sum will only be affected once the dredger and all ancillary plant have successfully been removed from the site.

2.4.3 Rate/Cubic meter (Normal operation)

The *Employer* shall compensate the *Contractor* for dredging services performed on the basis of the rate per cubic meter dredged. The rate per cubic meter dredged shall take into account the effect of the ongoing accretion of material in the basin and shall include all costs such as:-

- Removal and disposal of any debris and other objects encountered while dredging
- Downtime due to surveys, breakdown/maintenance work on the dredger, sea/weather conditions, etc.
- Precautions taken to minimise sand stirred up into suspension and to prevent damage to revetments, breakwater and pump houses
- Moving the dredger from one point to another inside the basin
- Any other costs associated with operating the dredger and ancillary plant that may be applicable

In accordance with the Price List, different rates are used when dredging less than or more than 800 000m³. Only one rate is applied depending on the final contract volume. Unless a lower final volume is anticipated at the outset, progress payments will be based on the rate for a dredging volume equal to or greater than 800 000m³. If the *Employer* wishes to dredge a volume outside of this range, an adjustment is made, such as applying the appropriate rate to the total contract volume.

The volume of material to be dredged shall be measured as the net volume, in cubic meters, of the void determined on the basis of before - and after - seabed surveys of the dredging area as agreed with the *Employer*.

The *Contractor* should note that there is ongoing sedimentation of the basin (see Clause 2.1.2 of Service Information) that could be significant in relation to the rate of dredging, depending on dredging capacity and operating hours. The *Contractor*, in the rate per cubic meter quoted, shall allow for the effect of ongoing sedimentation in the basin during the dredging contract.

2.4.4 Sea and Weather Downtime

The *Contractor* is to make allowance in his rates for downtime due to sea and weather conditions. Information on sea and weather conditions at the site is detailed in Annexure D. The *Contractor* shall be entitled to an extension of time without costs for approved sea and weather downtime. The *Contractor* will not be entitled to any adjustment of rates as a result of sea or weather downtime.

It is recorded that the *Contractor* can maintain the following performance levels:

DESCRIPTION	UNIT	VALUE
Dredging volume per hour	m ³ /h	120
Dredging volume per month @ 60% availability	m ³ /h	54 000
Shifts per day	Hr/day	2 x 12
Hours per week	Hrs/week	144
Total duration to dredge 600 000m ³	Months	24
Days allowed for when no dredging is possible	Days in 24 months	60

Approved sea and weather downtime shall be taken into account in the assessment of the "Non-Performance Penalty" and "Failure to Perform" (See below).

The formula below shall be used to calculate an "Average Production Volume" which shall be used to assess the "Non-Performance Penalty" and "Failure to Perform".

$$APV = \frac{SAPR \times (ND - AD)}{30} \quad \text{where}$$

APV	=	Average Production Volume
SAPR	=	Stated Average Production Rate (300 000m ³ divided into 7 months)
ND	=	Total number of days in period being considered
AD	=	Total number of approved weather or sea downtime days in period being considered

2.4.5 Non-Performance Penalty

The *Employer* will be entitled to apply a non-performance penalty if the Actual Measured Volume dredged during an assessment period is less than 80% of the Average Production Volume (APV) for the period being considered. The value of the penalty shall be determined by subtracting the Actual Measured Volume dredged during the assessment period from the Average Production Volume (APV) and multiplying the difference by 10% of the current dredging rate.

The non-performance penalty shall be waived if at any subsequent date of assessment the cumulative volume dredged from the start of the contract to the date of assessment is equal to or greater than the cumulative Average Production Volume (APV) for the period from the start of the contract to the date of assessment.

2.4.6 Failure to Perform

If the Actual Measured Volume dredged, measured during three consecutive assessment periods, is less than 80% of the Average Production Volume (APV) for the period, then the *Contractor* will be regarded as having "substantially failed to comply with this contract. Under such circumstances the *Employer* will be entitled to terminate the Contract and proceed as provided for in Core Clause 90.

2.4.7 Dredging with cutter disengaged Service Manager

The *Employer* compensates the *Contractor* for dredging services performed in a restrictive environment with the cutter dis-engaged, such as adjacent to the pump station intakes, on the basis of the rate per hour dredged in accordance with the Price List C2.2.

2.4.8 Standing Time

In the event of the *Employer* instructing the *Contractor* in writing to suspend the dredging operation for reasons of its own, the *Contractor* shall be paid the "normal" standing time rate per hour to a maximum of 24 hours per double shift or 12 hours per single shift per day. This rate will apply where a short period of standing time is envisaged. Where a longer period of standing time is envisaged (that is, periods of greater than one week) the "longer period" standing rate per day shall be paid.

2.5 SPECIFICATION FOR ELECTRICAL TRANSFORMER TO DREDGER

2.5.1 Scope

This Specification details the Electrical equipment required for the power supply to the dredger. The *Contractor* is to design, supply, install and connect up all the necessary electrical equipment, which is not being supplied by the *Employer*, in accordance to this specification and as detailed in Section 2.3.3.

2.5.2 References

2.3.2.1 SABS 0198

This selection, handling and installation of electric power cables of a rating not exceeding 33kV.

2.3.2.2 SABS 1507

Electric Cables with extruded solid dielectric insulation for fixed installations (300V to 3300 V).

2.3.2.3 SABS 780 – 1979

Distribution transformers

2.3.2.4 BS 41-12

HV switch gear.

2.5.3 Equipment to be supplied by Contractor

2.3.3.1 Transformer

630 kV 11/3.3 kV outdoor type transformer with cable boxes on both HV and LV sides. The transformer must comply to SABS 780 – 1979 and must have all relevant test certificates.

2.3.3.2 Protection Equipment

Protection panel to be of the weatherproof type or housed in a container safeguarding it from the ingress of dust, rain or any elements which could cause nuisance tripping.

Panel to have the following protection:

- Over-current protection
- Earth-fault protections
- Ammeters and Voltmeter with selector switch
- Audible alarm system for fault failures

Note:

Contractor to ensure that all protection settings comply with SABS/IEEE standards. No equipment may be energized and connected to the Eskom power supply without a HV permit to work.

2.3.3.3 HV Cabling

Contractor to supply, install and connect up the following cables which are not supplied by the *Employer*:

- 3.3 kV 3c x 70mm² from 3.3 kV side of transformer to protection panel, in accordance to SABS 1507.

2.5.4 Identification and tests

2.3.4.1 All equipment used must bear the SABS stamp of approval.

2.3.4.2 The following tests are to be carried out by an accredited person appointed by the *Contractor* and must be witnessed by the *Employer*. A certificate of compliance (COC) must be handed to the Engineer.

- Megger test all cables
- Earth resistance test – 1 (one) ohm or less
- Torque tests on all nuts/bolts holding cable lugs
- Phase rotation test

2.5.5 Documentation

2.3.5.1 Before installation

The *Contractor* must submit his proposed plan of installation and details of all equipment to be used to the *Employer* before installation commences. *Contractor* to allow one week for approval. A High Voltage permit to work is required for all connections to the 3.3 kV system.

2.3.5.2 After installation

The *Contractor* must notify the *Employer* three days in advance when requiring a final inspection of the installation.

It is the *Contractors'* responsibility to obtain a certificate of compliance from an accredited person who must perform the final inspection in the company of the *Employer*.

The *Employer* will only energise the installation when in possession of the signed COC.

2.6 Contractor's management, supervision and key people

The following are additional above clause 22.1:

- The *Contractor* submits the relevant qualification and experience of a proposed replacement to the *Employer's* for acceptance- including a list of similar projects demonstrating his/her competency and experience and organisational structure/ organogram showing his/her lines of authority/communication. The *Employer* reserves the right to examine the certification.
- The *Employer* may, having stated, instruct the *Contractor* to remove a key person. The *Contractor* then arranges that, after one day, the key person has no further connection with the work included in this contract.
- The *Contractor* shall provide orientation and technical training for all key personnel in accordance with the requirements of the *Employer's* Radiological Safety Regulations, the *Employer* Industrial Safety Programme and, in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* site from time to time, which is available on request.
- The *Contractor* ensures that all key personnel assigned to the work in terms of the contract meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these staff members shall also meet such requirements as the National Nuclear Regulator may stipulate from time to time.
- All divers shall comply with the diving regulations and other OHSA act.

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

The *Contractor* employs in and above the Provision of the Service only such persons that are careful, competent and efficient in their several trades and callings, to achieve nuclear safety, and the *Employer* reserves the right to object to and require the *Contractor* to remove from the service, forthwith, any person employed by the *Contractor* in or about the Provision of the Service who, in the opinion of the *Employer's*

Representative, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the *service* without the written permission of the *Employer's Representative*.

The *Contractor*, in and above the Provision of the *Service*, provides evidence of skills assessment (including qualifications) for all its staff. *Contractor* project manager, QC and supervisors are required to present SAQA approved certificates (or equivalent), for the position that they fulfil. The *Contractor's* project manager is trained on the NEC TSC3 prior the *access date* stated on the Task Order. Any personnel that do not meet the panel requirements will have their access to the Affected Property revoked.

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

The *Contractor* always maintains a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.

While the tasks are performed on Affected Property, the *Contractor* ensures continuous on-site supervision of the *service* by its supervisors.

2.7 Provision of bonds and guarantees

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

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

2.8 Documentation control

2.8.1 Identification and communication

All reports and documents supplied to *Employer* shall be in a hard copy and electronic format and is on Microsoft format (i.e. Word, Excel, and the like)(All the marine data including survey results, original photographs, contours plotted and volumes calculated must be forwarded to *Employer's Representative*). Electronic copies of text files shall be in '.doc'.

Every document must have a title, reference number, date and revision number

The *Contractor* handles all formal communication between the *Contractor* and the *Employer* through the *Employer's Representative* or other person delegated in writing by the *Employer*.

The *Contractor* conducts informal day-to-day oral communications with others as necessary for the purpose of Providing the Services.

The *Contractor* maintains up to date record of the receipt and submission of all communication related to Providing the Services.

2.8.2 Documentation to be provided by the Employer

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 Site documentation required for providing the *Service*. Original component related design base information does not all reside with the *Employer*. In cases where such information is required and not available, the *Contractor* reverse engineers the basis as part of the *Service*.

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 Programme.

2.8.3 Communication

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.....

The title of each letter clearly summarise the purpose of the letter. In accordance with ECC 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.

2.8.4 Retention of documents

All the documentation, reports, data, and specifications shall be kept as per the period of 8 years and then be given to the *Employer* for record purposes.

2.9 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* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

VAT TAX INVOICES

Please note that all invoices are to be submitted in electronic format to invoiceseskomlocal@eskom.co.za.

Any queries with regards to payments can be directed to Finance Shared Services (FSS) on (011) 800 5060.

The following needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

Your banking details have to appear on all invoices in order to prevent payments into incorrect accounts and/or late payments due to verification of account details.

(SARS REQUIREMENT I.T.O TAX INVOICES FOR VAT PURPOSES)

In terms of the Revenue Laws Amendment Act, Act 45 of 2003, published on 22 December 2003, the following amendment will be made to Section 20 of the Value Added Tax Act 89 of 1991 ("the VAT Act"):

- (1) Section 20 of the Value Added Tax Act, 1991, is hereby amended by the substitution subsection (4) for paragraph (c) of the following paragraph: "(c) the [legal or trading] name, address and where the recipient is a registered vendor, the registration number of the recipient."
- (2) Subsection (1) shall come into operation on 1 March 2005 and shall apply in respect of any supply made on or after that date.

The effect of the above amendment is that Eskom's VAT registration number will have to appear on all tax invoices it receives from its suppliers in order for it to be a valid tax invoice in terms of Section 20 of the VAT Act from 1 March 2005.

We thus kindly request that the VAT registration number of Eskom as set out below is reflected on all tax invoices sent to Eskom for payment at the soonest of your convenience, but by the latest from 1 March 2005.

The VAT registration number for Eskom Holdings SOC Ltd is 4740101508.

2.10 Contract change management

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

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

2.11 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

2.12 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.

2.13 Training workshops and technology transfer

Not Applicable for this service.

2.14 Design and supply of Equipment

Not Applicable for this service.

2.15 Things provided at the end of the *service period* for the *Employer's* use

2.15.1 Equipment – Not Applicable

2.15.2 Information and other things– Not Applicable

2.16 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

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

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

The Contractor is responsible for continuously pursuing enhancements to safety, not just complying with a minimal set of legal requirements

The Supplier shall ensure that all staff is adequately trained for the execution of their tasks in the most up to date techniques and according to any Certificate or Act binding to the task.

All individuals exposed to chemical substances that are potentially hazardous to the employees, to receive the necessary Chest X-rays/Special test. The Contractor will be liable for the arrangement and payment there-of.

The Contractor shall comply with the health and safety requirements as stated in Annexure 1 – SHE Specification.

3.2 Environmental constraints and management

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

The Contractor shall comply with the health and safety requirements as stated in Annexure 1 – SHE Specification

3.3 Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1 People

4.1.1 Minimum requirements of people employed

The Contractor will always have minimum of Four (4) Divers available. That excludes the Contract Manager and administration.

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 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not Applicable for this service.

4.2.2 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

4.2.3 Plant & Materials provided “free issue” by the *Employer*

The *Employer* will provide the utility services, equipment and labour as specified in the TRS 240-128694927. The *Employers* supplies the following in support of the service:

- Permit to Works (PTW)
- Access to working and training areas for personnel and equipment.
- Radiation Protection coverage and support.
- Anti-contamination clothing and dosimetry.
- Activity co-ordination at outage control level.
- Consumables.
- Waste disposal facilities for generated waste
- Air supply of approximately 7 bars.
- 230V 50 HZ electrical supply.
- 380V 50Hz, 3 phase power supply in containment where applicable
- Access to the *Employer's* equipment documentation and procedures.
- Temporary storage areas.

- Dect phones, Telephone lines and temporary offices, if available.
- Tools, material and equipment to perform the identified services
- Decontamination services.
- Polar crane, scaffolding, forklift and rigging support
- *Employer's* QC coverage.

4.2.4 Cataloguing requirements by the *Contractor*

Not applicable to normal maintenance of this service except when a special maintenance project that requires the *Contractor* to catalogue the materials used for the maintenance project.

5 Working on the Affected Property

The *Contractor* complies with the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, and the Protection of Information Act 84 of 1982 and in general with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the works and as amended or replaced.

The *Contractor* complies with the *Employer's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* facilities all the time.

At the site, the *Contractor* shall at all relevant times be under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above two Clauses hereof. However, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation, and the failure of the *Employer's* Power Station Manager to act in any specific manner will make him or the *Employer* liable in any way whatsoever.

The *Contractor* complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Contractor's* transgression of the Act.

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

5.1.1 Access requirements

- All personnel are in possession of a valid identification document or passport.
- All personnel are security cleared to work at the site by the South African authorities, prior to being cleared as a temporary worker.
- Security clearance or refusal thereof does not constitute a compensation event.
- 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.
- The *Contractor* attends a mandatory once off, Plant Access Training (PAT) training course for approximately one day. The training course is scheduled on Mondays and the *Employer's* representative, on receipt of a five-day prior notification from the *Contractor*, arranges attendance by the *Contractor*.
- Application for a temporary worker permit requires the following documentation:
 - Security Permit Application;
 - List of Training completed;
 - Screening form;
 - Copy of relevant SAP-generated Purchase Order (Task Order)
 - Medical examination

- Should any of the *Contractor's* employees have completed any of the necessary training previously, these records are obtained from the *Employer* who maintains a database that makes available all the training records of individuals whom have previously worked at the site. Access to this database is provided to the *Contractor* on the Contract Date.

5.1.2 Security check points

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

5.1.3 Vehicles and tools/Equipment (as applicable)

- All Equipment and tools are subject to a security screening before it is allowed on the *site*.
- All Equipment and tools are listed and specified before they are brought on *site*. This list serves as evidence for removal permits ☐
- *Employer* transport is not available to *Contractor* employees and vehicles are only allowed on *site*, if justified to the *Employer* that such a vehicle is necessary to Provide the Works.
- Vehicle access permits, when approved by the *Employer*, is obtained from the *Employer's* Protective Services section.
- The *Contractor* ensures that no passengers are transported on the back of LDV's (bakkies) or trucks within the boundaries of the *Employer's* property which starts at the Public Exclusion Barrier (PEB) entrances at the R27 and Duynefontein. Failure to adhere will result in access onto the *Employer's* property being denied.
- The *Contractor* must verify extension lead requirements during the scheduled site visit. i.e. Extension leads and plugs will not be supplied by the *Employer*. It is the *Contractors* responsibility to ensure that his equipment is in good electrical working condition prior to connection to the power supplies. Defective equipment must be removed from *Site* until restored to a good working order.

5.1.4 Work in the radiological controlled zone (as applicable)

- Where applicable, work in the radiological controlled zone, requires the *Contractor's* personnel to attend a three day Radiation Worker Training course. The course consists of two and half-day theoretical lectures with an examination, medical examination, blood sample and a whole body count. The *Contractor's* personnel can only enter the radiological controlled areas after successfully passing the above tests.
- All work in the controlled zone is governed by a Radiation Protection Certificate (RPC). All *Contractor* personnel comply with these instructions.

5.1.5 Permit to Work (PTW) (as applicable)

- All work performed on the site is governed by the *Employer's* PSR system and no work is allowed without this authorisation.

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 takes full responsibility of this requirement and that his personnel is fully au fait with the mustering requirements as detailed in procedure KAA 611.

5.1.7 People

- The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.
- The *Contractor* and his representatives appointed to perform the work shall be competent in the field for which they are appointed. The *Contractor* must ensure that all staff is qualified and certified. The *Contractor* must verify and ensure that only skilled and properly authorised personnel are resourced for this service.
- The *Employer* reserves the right to object to and require the *Contractor* to remove from the works forthwith any person employed by the *Contractor* in or about the Provision of the Works who, in the opinion of the *Employer*, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the works without the written permission of the *Employer*.
- The *Contractor* ensures that the *Contractor's* employees are fluent in the language of the contract.□
- The *Contractor* regularly reports person hours worked to the *Employer* on a monthly basis.

5.1.8 Qualification of key personnel

- The *Contractor* ensures that all key personnel assigned to the works meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these staff members also meet such requirements as the National Nuclear Regulator may stipulate from time to time.
- The *Contractor*, where applicable, provides orientation and technical training for all key personnel in accordance with the requirements of the *Employer's* Radiological Safety Regulations, the *Employer's* Industrial Safety Programme, and, in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* site from time to time, which is available on request.

5.1.9 Dealings with authorities and obtaining permits

- The Parties are separately responsible for all dealings with government and local authorities relating to its' role in terms of the contract and obtains and maintains at its' own expense such permits, licenses and authorisations as may be required in this regard.
- It is expressly agreed that the *Employer* is responsible for dealing with the National Nuclear Regulator.

5.1.10 Co-ordination with work of others

- The *Employer* co-ordinates the execution of the *Contractor's* work with the work of others on *site*. The *Contractor* co-operates with and does not delay, impede or otherwise impair the work of others.

5.1.11 Electric power supplies

- Electric power for use during the *works* is supplied free of charge to the *Contractor* and no connection fee is levied.
- All electrical installations comply with the details set out in the applicable regulations.
- The *Employer* does not guarantee continuity of supply and power failures do not constitute a compensation event.

5.1.12 Use of the Employer's tools and Equipment (as applicable)

- For the purpose of expediting the works, the *Employer* may make available facilities or services to the *Contractor* at no cost to the *Contractor*. The *Contractor* does not receive any reimbursement or make any charge relative to the beneficial use of the *Employer's* facilities or services.
- The *Employer* may allow the *Contractor*, for the Provision of the Works, the reasonable use of its workshops, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner because of such use. The *Contractor* leaves all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and is liable for and indemnifies the *Employer* against any damages suffered by the *Employer* as a result of any act of negligence by the *Contractor*, his employees or *Subcontractors* while using such workshops, cranes, tools and equipment.
- The *Employer* may provide workshop and machining facilities to assist the *Contractor* with the Provision of the Works. The priority of work to be executed is determined by the *Employer* who also approves the manner of execution of work, which cannot be reasonably executed at the *Employer's* workshop.

5.1.13 Special Equipment for irradiated areas (as applicable)

- Any special Equipment for work in radiological areas are furnished by the *Employer* at no cost to the *Contractor* except if specified otherwise in the Works Information or unless otherwise agreed by the Parties.
- Any additional special Equipment furnished by the *Contractor* which in the *Employer's* opinion cannot be recovered (whether decontaminated or not), is charged to the *Employer* at its replacement value which value is determined by mutual agreement at the time when the Equipment is furnished by the *Contractor*.
- The *Employer* and the *Contractor*, by mutual agreement decide whether or not any such equipment can still be used, notwithstanding that it has been contaminated.

5.1.14 Control of radioactive Equipment, Plant or Material (as applicable)

- Prior to Equipment, Plant or Materials that is to be used in the *Employer's* site radiological control zones, being brought onto the *Employer's* site, the *Contractor*:
 - obtains the *Employer's* acceptance of a Radiological Surveillance Report, provided by the *Contractor*, which details the radiological conditions/cleanliness of the Equipment, Plant or Materials in terms of dose rate and contamination level (fixed/loose); and
 - makes available such Equipment, Plant or Materials for scrutiny by the *Employer's* RP Group, when first unpacked/unfolded/uncontained from its original shipment packing.

5.1.15 Laws and Regulations to be complied with

- The *Contractor* at his own expense complies with the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, the Protection of Information Act 84 of 1982 and in general with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the works and as amended or replaced.
- The *Contractor* complies with the *Employer's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* facilities from time to time.
- At the site the *Contractor* is at all relevant times under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above two clauses hereof. Notwithstanding the afore said, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation, should the *Employer's* Power Station Manager fail to act in any specific manner which makes him or the *Employer* liable in any way whatsoever.
- The *Contractor* at its own expense complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Contractor* transgression of the Act.
- The *Contractor* complies with all relevant labour legislation and applies to the Ministerial Determination for working hours, and obtains approval prior to the commencement of any work on site. The *Contractor* submits the approval to the *Employer* for acceptance.

5.1.16 Security

- All radiation workers are prior to them being allowed to commence work in terms of the contract, have satisfactorily passed security screening by the *Contractor* in terms of the *Contractor's* own security regulations and the *Contractor's* conditions of employment.
- All the *Contractor's* personnel are subject to, and conform to the *Employer's* and, where applicable, to the *Employer's* Nuclear Power Station's security system and processes.
- If requested by the *Employer*, the *Contractor* furnishes the *Employer* with the curriculum vitae, security records, police clearance and credit checks, and where applicable, medical records and radiation exposure histories of all *Contractor* personnel.
- A valid SA identity document or a valid passport in respect of foreign nationals is required for a security permit to gain access to the *Employer's* premises.
- The violation of any security measures results in the withdrawal of security access permits.
- The *Contractor* remains responsible for the retrieval and return of all the *Employer's* security access permits upon expiry of the contract. A cost of R150,00 per security access permit is levied on the *Contractor*, should permits not be returned upon expiry of the contract.
- The *Contractor* ensures that all employees complete an exit process on their final day of employment at the *Employer's* site

5.1.17 Supply of personal computers (as applicable)

- The *Contractor* does not normally supply his own computing equipment. The normal arrangement is that the *Employer* makes available to the *Contractor* and maintains such equipment on his behalf for the duration of the contract. If, however, the Works Information requires the *Contractor* to supply a personal computer(s) (PC) for the works, the *Contractor* submits a quotation at the starting date for a personal computer/s (PC), based on the following requirements:
 - a) The PC has sufficient capacity to run without limitation, the applications required of it and as a minimum be capable of running the same versions of MS Windows used at the *Employer's* site.
 - b) The PC is MS Windows compliant and is loaded with same version of MS Office suite used at the *Employer's* site.
- The *Contractor* exercises diligent control in the prevention and elimination of viruses and subjects his PCs to the *Employer's* anti virus software.
- Files produced by the PCs are compatible with the MS Office suite of programmes used at the *Employer's* site.

- Should the PC require connection to the *Employer's* Local Area Network (LAN), the *Employer* supplies the connection point, the required network card (which will be signed for and returned after use) and arranges for its installation. *Contractor* PCs are typically "firewalled" from the *Employer's* LAN.
- External Internet connections are not supplied.
- Hardware and software maintenance is the responsibility of the *Contractor* at his own cost.
- The *Contractor* accepts full responsibility for, and therefore exercises tight control over the confidentiality and integrity of data held and used on his PC.
- The *Employer's* Microsoft license does not extend to the *Contractor*.

5.1.18 Facilities

- The *Contractor* is liable for any damage incurred to the *Employer's* facility during the period of occupation by the *Contractor*.
- The *Contractor* submits a facilities checklist to the *Employer* for acceptance, prior to occupation and again upon departure, which serves as proof of any damage to the *Employer's* facility.
- All expenses incurred by the *Employer* in the event of the *Employer* having to perform repairs, at a fee that is in line with the current building tariffs, is for the *Contractor's* account.

5.1.19 Canteen and snack bar

- The canteen and snack bar are only used on a cash basis.
- The *Contractor* supplies restroom facilities and vending machines at his own expense, if required.

5.1.20 Telephones

- No cellular or mobile phones are allowed on site.
- The *Contractor* is responsible for payment of the total telephone account when the *Employer's* telephone account system is utilised by the *Contractor*.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Working Hours

Normal Working Hours

The *Employer* official working hours are:

- Monday to Thursday from 07h30 to 16h35.
- Friday 7h30 to 13h30 and
- Last Friday of the month from 07h30 to 12h00.

The *Contractor* to obtain approval before deviating from the above normal working times.

Outage Working Hours

The *Employer* official working hours are:

- Monday to Sunday from 07h00 to 19h00 – Day Shift.
- Monday to Sunday from 19h00 to 07h00 – Night Shift.

5.3 Health and safety facilities on the Affected Property

First aid and clinic facilities shall be provided by the *Employer* at its medical centre during normal office hours. First aid service can also be provided by the trained and authorised *Employer's* and/or *Contractor's* personnel for minor injuries.

After hours the *Contractor* shall call the Employer emergency's 4222 and *Employer's* personnel shall be dispatched to assist.

Other emergency facilities shall be covered during the access training and induction program.

5.4 Environmental controls, fauna & flora

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

5.5 Cooperating with and obtaining acceptance of Others

In performing the service, the *Contractor* is required to co-operate with Others when sharing the Affected Property. The *Contractor* co-operates with and does not delay, impede or otherwise impair or endanger the work of Others.

The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Service Manager* and all his suppliers and sub-suppliers or their employees who may be involved in work within the Affected Property.

Requirements for liaison with and acceptance from statutory authorities or inspection agencies are not initiated without the *Employer's* consent. It is expressly agreed that the *Employer* is responsible for dealing with the National Nuclear Regulator.

Liaison with and acceptance from statutory authorities:

Each Party is responsible for all dealings with government and local authorities relating to its' role in terms of the contract and obtains and maintain at its' own expense such permits, licenses and authorisations as may be required in this regard.

5.6 Records of *Contractor's* Equipment

All equipment and tools must be listed and specified before they are brought on Site. This list serves as evidence for removal permits upon Completion of the *service*.

The Contractor supplies all other tools required to perform the relevant maintenance or request the support of the Employer where applicable and in addition, the Employer's provides the following facilities and services:

- Changing rooms
- Meeting room (Framex Boardroom)

5.7 Equipment provided by the *Employer*

For the purpose of expediting the *service*, the *Employer* will provide supporting equipment (e.g., rigging, scaffolding, welding, inspection and testing equipment etc.) required by the *Contractor* to execute this contract. Any special equipment for services in radiological areas are furnished by the *Employer* at no cost to the *Contractor* except if specified otherwise in the Service Information or unless otherwise agreed by the Service Manager and the Contractor.

5.8 Site services and facilities

5.8.1 Provided by the Employer

5.8.1.1 Electric power supplies

Electric power for construction is supplied free of charge, but connection fees are for the *Contractor's* account. All installations comply with the details set out under Construction Power Supplies, OH&SA (Act 85 of 1993).

	Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
•	Electrical supply point	X		<ul style="list-style-type: none"> Power supply points will be made available to which the <i>Contractor</i> interfaces for his power requirements. Three levels of power supplies are available: <ul style="list-style-type: none"> 220V AC rated at 15 A at various positions on Site, 380V AC three phase rated at 32 A without neutral at various positions on the Site, 6.6 KV AC three phase at various positions on the Site. 	As required	The <i>Employer</i> does not guarantee continuity of supply and no compensation events for standing time as a result of power failures will be considered.
•	Electrical leads and adapters / connectors and (where required) distribution system.	X	X	<ul style="list-style-type: none"> All leads, plugs, connections and adapters shall be in good working order and comply with the requirements of the OH&S Act. All portable electrical equipment used by the <i>Contractor</i> is clearly marked; regularly inspected for safety and a register kept of these inspections as required by the OH&S Act. Defective Equipment is removed from Site until restored to a good working order by the <i>Contractor</i>. The <i>Contractor</i> provides and maintains an electrical distribution system (including temporary wiring, cabling, distribution boards, protection, metering etc.) to lead power from the <i>Employer's</i> supply point, to where it is required. On Completion the <i>Contractor</i> removes all such temporary distribution systems (included as part of the Work Plan). 	As required	The <i>Service Manager</i> reserves the right to stop the <i>Contractor's</i> use of any electrical equipment or appliance that in the <i>Service Manager's</i> opinion does not conform to the foregoing.

5.8.1.2 Lighting

	Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
•	Temporary local lighting	X	X	<ul style="list-style-type: none"> Where applicable, the <i>Contractor</i> provides temporary local lighting in accordance with the safety requirements of the Occupational Health and Safety Act. 	As required	The <i>Employer</i> provides no additional lighting other than the local lighting installed and does not guarantee the serviceability or the availability of these installations.

5.8.1.3 Water

	Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
•	Water supply point	X		<ul style="list-style-type: none"> Potable water is supplied at standard tapping points. 	As required	The <i>Employer</i> takes no responsibility for disruptions in the supply of water.
•	Water supply hoses, connectors, piping and temporary plumbing ad pumps.	X		<ul style="list-style-type: none"> All devices shall be in good working order and comply with the requirements of the OH&S Act. The <i>Contractor</i> provides and maintains all pipework and temporary plumbing and pumps necessary to lead the water from the <i>Employer's</i> points of supply to the various points where it is required. On Completion the <i>Contractor</i> removes such pipework, temporary plumbing and pumps (included in the Work Plan). 	As required	

5.8.1.4 Sanitary facilities

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

5.8.1.5 Garbage collection

	Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
•	Garbage collection	X		<ul style="list-style-type: none"> A central garbage collection point is provided on the Site and is pointed out by the <i>Service Manager</i> on request from the <i>Contractor</i>. No facilities are provided for the removal of construction debris. The <i>Contractor</i> is responsible for the removal of all construction debris/scrap from Site to the central garbage collection point. 	Not applicable	

5.8.1.6 House keeping

The *Contractor* is responsible for any damage to buildings, floors and plant incurred during the Provision of the Service. The work-sites are to be kept clean, neat and free of waste at all times. The working areas and material storage areas are barricaded off and sign-posted to prevent access to anyone not involved with the job. The plant is left in the same or better condition, after completion, than it was found.

5.8.1.7 Personal computers

	Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
	Supply of phones, faxes and computers including the microwave or radio link for connection to the external internet networks.	X	X	<i>Employer</i> will provide phones, computers and other office equipment to enable the <i>Contractor</i> to provide the service	As required	No cellular or mobile phones are allowed on Site.

5.8.1.8 Canteen and snack bar

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

5.8.1.9 Telephones

	Activity description	Service Manager	Contractor	Requirements	Planning	Additional notes
•	Telephone and Fax account payments and LAN account payments		X	• Contractor to provide his own communication tools and equipment	As required	Employer will only provide communication tools and equipment only for the benefit of him/herself.

5.8.2 Provided by the Contractor

The Contractor provides the Diving Personal Protective Equipment (PPE), equipment, and all special equipment required for the diving service.

5.9 Control of noise, dust, water and waste

The Contractor will ensure the compliance and control of noise, dust, water and waste in accordance with the Employer's Safety Risk Management standards.

The Contractor supplies the employees with approved SABS PPE (fire retardant) and as a minimum the following must be made available to the employees on the first day of the contract award:

- Overalls, Safety Boots, Hardhats with 3 point chin strap, Ear protection, Safety spectacles, Raingear and any other PPE required for typical Diving services.
- The Contractor supplies overalls that are visible and identifiable showing the company logo.
- The Contractor monitors the cleanliness and replaced damaged PPE.
- The Contractor encourages employees to comply and use PPE appropriately.
- The Employer supplies additional specialised PPE identified to ensure personnel safety when working in a high noise environment, radiological environment, using chemicals or when any additional hazards / dangers may be encountered.

5.10 Hook ups to existing works

Where hook-ups to existing works are required, the impact and effect of such hook-ups are detailed in the work plan/package in line with regulation

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The Contractor performs all testing and inspections. Testing and inspections to be performed by the Contractor in accordance with the appropriate regulation, specifications and test plans provided by the Koeberg Nuclear Power Station, or the accepted Contractor's and/or Employer's procedures or agreements.

5.11.2 Materials facilities and samples for tests and inspections

Not Applicable for this service

6 List of drawings

6.1 Drawings issued by the *Employer*

Drawings will be issued on need basis.

7 References

- 7.1 KSA-109: Requirements for Access Authorisation at KOU
- 7.2 KSA-119: Management and Control of Supplemental Workers Koeberg Nuclear Power Station.
- 7.3 331-172: Standard for repair / replacement of installed components
- 7.4 KSA-069: Foreign Material Exclusion and the requirements for system cleanliness control
- 7.5 KAM-038: Process for repair/replacement of installed mechanical components
- 7.6 KGA-073: SHE Specification guideline
- 7.7 KSA-137: Training requirements and competency criteria for supplemental personnel requiring access to Koeberg
- 7.8 335-3: Conduct of Maintenance
- 7.9 KSA-145: Standard for Rework
- 7.10 32-421: Eskom Life Saving rules
- 7.11 KAA-611: Emergency Mustering, Accountability and Evacuation
- 7.12 KAA-667: Processing a Permit to Work
- 7.13 KGA-020: Initiating a Maintenance Work Request
- 7.14 Basic Conditions of Employment Act No. 75 of 1997 [Public Document – not supplied]
- 7.15 National Environmental Management Act 107 of 1998 [Public Document - not supplied]
- 7.16 KLA-023: Outage Preparation Milestone Checklist
- 7.17 KFA-002: Work Plan Template
- 7.18 National Key Points Act 102 of 1980 [Public Document – not supplied]
- 7.19 Nuclear Energy Act 92 of 1982 [Public Document – not supplied]
- 7.20 Protection of Information Act 84 of 1982 [Public Document – not supplied]
- 7.21 Occupational Health and Safety Act (OH&SA#85 of 1993) [Public Document – not supplied]
- 7.22 Immigration Act, Act 13 of 2002 [Public Document – not supplied]
- 7.23 Any other applicable working standard or procedures