



NEC3 Professional Services Contract (PSC3)

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

and

for The provision of nuclear Quality Management
Services [Quality Assurance (QA) and/or Quality
Control (QC)] on an as and when required basis for
the Koeberg Operating Unit

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CONTRACT No. [Insert at award stage]



-2024-12-12

Q3/L3 Service

ISO17020 certification is applicable for QC works. ISO 9001:2015 certification is applicable for QA works.

PART C1: AGREEMENTS & CONTRACT DATA

Document reference	Title	Page No
C1.1	Form of Offer & Acceptance	
C1.2a	Contract Data provided by the <i>Employer</i>	
C1.2b	Contract Data provided by the <i>Consultant</i>	

C1.1 Form of Offer & Acceptance

Offer

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

The provision of nuclear Quality Management Services [Quality Assurance (QA) and/or Quality Control (QC)] on an as and when required basis for the Koeberg Operating Unit

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	As per Applicable TO
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	As per Applicable TO
(in words) As per Applicable TO	

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 *Consultant* 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

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 *Consultant* 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: The Scope

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)	Mr Pieter Le Roux	
Capacity	Senior Manager – Nuclear Commercial	
for the <i>Employer</i>	ESKOM HOLDINGS SOC Ltd, Koeberg Nuclear Power Station, Melkbosstrand, 7441	

Name & signature of witness	Date
_____	_____

THE PROVISION OF NUCLEAR QUALITY MANAGEMENT SERVICES [QUALITY ASSURANCE (QA) AND/OR QUALITY CONTROL (QC)] ON AN AS AND WHEN REQUIRED BASIS FOR THE KOEBERG OPERATING UNIT**Schedule of Deviations**

Note:

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

No.	Subject	Details
1	N/A	N/A
2		
3		
4		
5		

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

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

For the tenderer:**For the *Employer***

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)Name &
signature
of
witness

Date

Mr Pieter Le Roux**Senior Manager – Nuclear
Commercial****ESKOM HOLDINGS SOC Ltd,
Koeberg Nuclear Power Station,
Melkbosstrand, 7441**

C1.2 PSC3 Contract Data

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	
	dispute resolution Option and secondary Options	G: Term contract W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X3: Multiple currencies X9: Transfer of rights X10: Employer's Agent X11: Termination by the Employer X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Professional Services Contract (April 2013) ¹	
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.	+27 (0) 21-533-5005
11.2(9)	The <i>services</i> are	The provision of nuclear Quality Management Services [Quality Assurance (QA) and/or Quality Control (QC)] on an as and when required basis for the Koeberg Operating Unit
11.2(10)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Early warnings • Decisions resulting from risk reduction meetings
11.2(1)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and www.ecs.co.za

THE PROVISION OF NUCLEAR QUALITY MANAGEMENT SERVICES [QUALITY ASSURANCE (QA) AND/OR QUALITY CONTROL (QC)] ON AN AS AND WHEN REQUIRED BASIS FOR THE KOEBERG OPERATING UNIT

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
13.6	The <i>period for retention</i> is	5 years following Completion or earlier termination.

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		access date
		1	Information relevant to the provision of the service	<i>starting date</i> of the respective task order
		2	Systems relevant to the provision of the service	<i>starting date</i> of the respective task order
		3	Premises relevant to the provision of the service	<i>starting date</i> of the respective task order
		4	People relevant to the provision of the service	<i>starting date</i> of the respective task order

3 Time

31.2	The <i>starting date</i> is.	1 April 2025		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	31 March 2030		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition</i> to be met		<i>key date</i>
		1	As per Task Order	As per Task Order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Not Applicable		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Not Applicable. Work is performed to Eskom procedures and Eskom schedules.		

4 Quality

40.2	The quality policy statement and quality plan are provided within	4 weeks of the Contract Date.
41.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.

5 Payment

50.1	The <i>assessment interval</i> is	between the 25th day of each month to the 24th of the subsequent month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount

	Accommodation. Domestic hotel accommodation may not exceed the National Treasury approved amount, per night per person (including dinner, breakfast and parking).	1	R1 400.00 (inclusive of VAT)
	Flights: <ul style="list-style-type: none"> Local flights –travel on economy class International flights –travel on economy class No business or first-class travel is allowed. 	1	Actual cost
	Car Hire: Group B or an equivalent class. Group B vehicles contain the following specifications: <ul style="list-style-type: none"> 5 Doors Manual Air Conditioning Radio/CD Power Steering Airbags Central Locking ABS 	1	Actual cost
	Airport parking charges, toll fees and taxis	1	Actual cost
51.1	The period within which payments are made is	30 days after receipt of a valid tax invoice	
51.2	The <i>currency of this contract</i> is the	Multiple Currencies	
51.5	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest charged by Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due,</p> <p>and</p> <p>the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove</p>	

6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	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	Indemnity, insurance, and liability	
82.1	The <i>Consultant'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 greater of The total of the Prices for the Task Orders issued to date and the amount of the deductibles in the amount of R 25 Million (Twenty-five million Rand) in respect of the Employer's Nuclear Property Damage Insurance Policy.
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	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
50.4	The <i>exchange rates</i> are those published in	As per the Eskom Treasury Website
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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 the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
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 <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The index is	Local Rates: Average Consumer Price Index (Headline) for 12-month period as published by SEIFSA, Refer Table C-3 Overseas Rates: Eurozone Consumer Price Index Index-Source: European Central Bank		
	The staff rates are	Fixed at the Contract Date and are not variable with changes in salary paid to individuals		
X2	Changes in the law			
X2.1	The law of the project is	The South African law		
X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		Local inspections	ZAR	As per Task Order
		Local expenses	ZAR	As per Task Order
		Foreign inspections	EUR	As per Task Order
		Foreign expenses	EUR	As per Task Order
X3.1	The <i>exchange rates</i> are those published in	Eskom Treasury Website The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Consultant</i>		
X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.		
X10	The <i>Employer's Agent</i>			
X10.1	The <i>Employer's Agent</i> is Name: Address The authority of the <i>Employer's Agent</i> is	Ms PS Xotyeni Eskom Holdings SOC, Koeberg Nuclear Power Station, Melkbosstrand, 7441 to carry out all the actions of the <i>Employer</i> in this contract		
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.		
X18	Limitation of liability			

X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services/task order.
Z	The <i>Additional conditions of contract</i> are Z1 to Z14 always apply.	

Z1 Cession delegation and assignment

- Z1.1 The *Consultant* 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 *Consultant* 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 *Consultant* 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 *Employer* within two weeks of the Contract Date of the key person who has the authority to bind the *Consultant* on their behalf.
- Z2.3 The *Consultant* 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 *Consultant* in writing.

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* 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 those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

- Z4.1 The *Consultant* 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 *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, 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 *Consultant* 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 *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

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, 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 Provision of a Tax Invoice. Add to core clause 51

- Z6.1 The *Consultant* (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.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".

Z8 Employer's limitation of liability

- Z8.1 The *Employer's* liability to the *Consultant* for the *Consultant's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9 Termination: Add to core clause 90.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z9.1 or had a business rescue order granted against it.

Z10 Delay damages: Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

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 *Consultant* or a third party, such party's employees, agents, or Subconsultants or Subconsultant'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 *Consultant*, or any member thereof in the case of a joint venture, or its employees, agents, or Subconsultants or the Subconsultant's employees,

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

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 *Consultant's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Consultant* 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 *Consultant's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Consultant'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 *Consultant* ensures that the Committing Party co-operates fully with an investigation.

Annexure A: Notes to Consultants

Third Party Nuclear Liability which cover the *Consultant* and its *Sub* consultants in accordance with the South African National Nuclear Regulator Act.

The *Employer* shall arrange and maintain at its expense, with the *Consultant* and its Sub consultants, agents or representatives and the personnel of any of them as an insured party, a Nuclear Property Damage Insurance and a Nuclear Liability Insurance.

Such insurance shall not be affected by the completion or termination of this contract and shall apply regardless of negligence of whatsoever degree on the part of the aforesaid *Consultant*, Sub consultant agents or representatives and the personnel of any of them.

The *Employer* and its insurers waive their rights to recourse against the *Consultant* and its insurers for any nuclear damage including for the amount of the deductible where applicable.

The *Employer* shall arrange and maintain with the *Consultant* and its Sub consultants as an insured party a Nuclear Third-Party Insurance policy covering contaminated equipment whilst being transported from the *Consultant's*, Sub consultant's or manufacturers' premises to Koeberg Nuclear Power Station and from Koeberg Nuclear Power Station to the *Consultant's*, Sub consultant' or manufacturers' premises. The freight and transportation costs will be undertaken by Eskom Koeberg's freighting agent.

The *Employer* furthermore agrees to hold harmless and indemnify the *Consultant*, its Sub consultants, agents or representatives and the personnel of any of them, and shall cause its insurers to waive any right of subrogation or action, against any liability, loss, damage or injury caused by a nuclear accident, subject to the provisions of the National Nuclear Regulator Act ,47 of 1999; except to the extent that such liability, loss, damage or injury arises from the wilful misconduct of the *Consultant* and its employees.

The Insurance which the *Consultant* is to provide against his liability for claims made against him arising out of his failure to use reasonable skill and care (first row in the Insurance Table of clause 81.1 in the PSC3) should also indemnify the *Consultant* for those sums which he could become legally liable to pay as damages arising from any claim first made against him and reported to Insurers sometime after Completion of the whole of the *services*. Hence the *Consultant* needs to ensure that his cover is in place at least until all his liabilities under the contract have expired. Such claims could arise out of any negligent act, error or omission committed or alleged to have been committed by the *Consultant* in the conduct of professional services in connection with the contract.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

Clause	Statement	Data									
10.1	The <i>Consultant</i> is (Name): Address Tel No. Email address.										
22.1	The <i>key people</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:										
Only if required		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.									
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is										
11.2(10)	The following matters will be included in the Risk Register										
11.2(13)	The <i>staff rates</i> are: Either complete here or cross refer to a schedule in Part C2.2	<table border="1"> <thead> <tr> <th>name/designation</th><th>rate</th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	name/designation	rate							
name/designation	rate										
25.2	The <i>Employer</i> provides access to the following persons, places and things	<table border="1"> <thead> <tr> <th colspan="2">access to</th><th>access date</th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td></td></tr> <tr> <td>2</td><td></td><td></td></tr> </tbody> </table>	access to		access date	1			2		
access to		access date									
1											
2											

THE PROVISION OF NUCLEAR QUALITY MANAGEMENT SERVICES [QUALITY ASSURANCE (QA) AND/OR QUALITY CONTROL (QC)] ON AN AS AND WHEN REQUIRED BASIS FOR THE KOEBERG OPERATING UNIT

		3		
31.1	The programme identified in the Contract Data is			
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount	
G	Term contract			
11.2(25)	The <i>task schedule</i> is in			

PART 2: PRICING DATA

PSC3 Option G

Document reference	Title	Page no
C2.1	Pricing assumptions: Option G	
C2.2	<i>Staff rates, expenses, and the task schedule.</i>	

C2.1 Pricing assumptions: Option G

1. How work is priced and assessed for payment

From Option G: Term contract

Identified and 11
defined terms 11.2

(17) The Price for Services Provided to Date is, for each Task, the total of

- the Time Charge for work which has been completed on time-based items on the Task Schedule and
- a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.

(20) The Prices are

- the Time Charge for items described as time based on the Task Schedule and
- the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

Identified and 11.2
defined terms

(13) The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

and

Assessing the 50.3
amount due

The amount due is

- the Price for Services Provided to Date,
- the amount of the *expenses* properly spent by the *Consultant* in Providing the Services and
- other amounts to be paid to the *Consultant* less amounts to be paid by or retained from the *Consultant*.

Any tax which the law requires the *Employer* to pay to the *Consultant* is included in the amount due.

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task-by-Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

2. Staff rates and expenses

Tendering consultants are advised to consult the NEC3 Professional Services Contract Guidance Notes before entering *staff rates* into Contract Data, or in section C2.2 which follows.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff, or
- rates related to salaries paid to staff.

Rate adjustment for inflation, if necessary, can be based either on actual salary adjustments or by using Option X1: Price adjustment for inflation. See pages 13 and 14 of the PSC3 Guidance Notes.

Expenses associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*.

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

3. The function of the Task Schedule

The Task Schedule may include items of work to be paid for on a rate (Time Charge) or on a lump sum price for the item. Any work ordered during the term of the contract – i. e. before the Completion Date – for which there is no priced item in the Task Schedule is priced using the compensation event procedure and the resulting Price is added into the Price List.

The *task schedule* is prepared by the *Employer* for the *Consultant* to price or may be prepared jointly with the *Consultant*. It is typically priced in two parts as items of work to be carried out on a time basis and lump sum prices for other items of work. The task schedule must be as complete as possible and fully representative of all the work and *services* which the *Employer* may require the *Consultant* to carry out. The only unknown is when the work is to be carried out; the Task Order will be used to instruct when work to be done.

C2.2 Staff rates, expenses & the task schedule

State whether the *staff rates* and *expenses* exclude or include VAT.

1. The *staff rates* are:

QA Lead Auditor:

No.	Designation/ Categories	Quality Local Rate ZAR/hour, excl. VAT
1	QMS Lead Auditor	

QA Auditor:

No.	Designation/ Categories	Quality Local Rate ZAR/hour, excl. VAT
1	QMS Auditor	

QC inspectors:

No.	Designation/ Categories	Overseas Countries	Quality Foreign Rate per hour, excl. VAT (tenderer to indicate currency)
1	QC Inspector	France	
		United Kingdom	
		Argentina	
		Austria	
		Belgium	
		Brazil	
		Canada	
		China	
		Denmark	
		Finland	
		Germany	
		India	
		Italy	
		Japan	
		Mexico	
		Netherlands	
		Norway	
		Poland	
		Portugal	
		South Korea	
		Spain	
		Sweden	
		Switzerland	
		United States of America	

NOTES

1.1. Local Rates (when applicable)

The prices/rates offered are in Rand and will remain fixed for the first 12 (twelve) months of the contract period; thereafter the applicable rate will be adjusted in accordance with X1, SEIFSA Table C-3, base date December 2024.

1.2. Foreign Rates (when applicable)

The prices/rates offered are in EURO and will remain fixed for the first 12 (twelve) months of the contract period; thereafter the applicable rate will be adjusted in accordance with X1, Eurozone Consumer Price Index, base date December 2024, as published by European Central Bank (<http://sdw.ecb.europa.eu>).

1.3. Forward Rate Fixed - No valid CFC Account (when applicable)

Eskom Treasury prefers to fix the exchange rate for a 12-month period using the 6-month forward cover rate. Any payments due for task orders placed within this 12-month period will result to having the foreign portion converted into ZAR using the agreed 6-month forward rate, as of 01 December 2024. The forward rate will be fixed every year, at the base date anniversary date, for the contract period.

2. The expenses are:

No.	The expenses are:	Eskom Stated T&S
1.	Flights: <ul style="list-style-type: none"> Local flights –travel on economy class International flights –travel on economy class No business or first-class travel is allowed. 	Actual Cost
2.	Car Hire: Group B or an equivalent class. Group B vehicles contain the following specifications: <ul style="list-style-type: none"> 5 Doors, Manual, Air Conditioning, Radio/CD, Power Steering, Airbags, Central Locking, ABS 	Actual Cost
3.	Domestic hotel accommodation may not exceed the National Treasury approved amount, per night per person (including dinner, breakfast and parking).	R1 530.00 (inclusive of VAT)
	<ul style="list-style-type: none"> Meals (Lunch) 	R158.50
	<ul style="list-style-type: none"> Per Diem, if applicable 	As per tenderer's pricelist
4.	Airport parking charges, toll fees and taxis	Actual Cost
5.	Travelling Time	Actual Hourly Rate
6.	Reporting Time	Actual Hourly Rate
7.	Travel rate per KM	As per tenderer's pricelist

NOTES:

- All Travel and Subsistence (T&S) claims/expenses shall be approved by the *Employer's Agent* before they are incurred and will be paid in accordance with agreed condition in the contract.

For accommodation and transport costs, the actual costs will be paid as follows:

- Domestic hotel accommodation and related costs in respect of consultants may not exceed the rate prescribed by National Treasury (equivalent of a 3-star grading), which is currently one thousand four hundred rand (R1400), inclusive of VAT, per night per person (including dinner, breakfast, and parking).

- Air travel (local and international) must be restricted to economy class.
- Car hire may not be from a category higher than Group B (EDMR) or an equivalent class.
- Claims for use of private vehicles are in line with the Automobile Association of South Africa's rates per km (These rates may not exceed the rates approved by the Automobile Association of South Africa).
- No fee percentage may be added to accommodation and travel costs. (Only actual expenditures to be verified and reimbursed, where applicable, per the contract).

PART 3: SCOPE OF WORK

Document reference	Title	Page No
	This cover page	
C3.1	<i>Employer's Scope</i>	
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	54

C3.1: EMPLOYER'S SCOPE

1. Description of the *services*

1.1 Executive overview

Eskom Holdings SOC Limited has a need for nuclear quality management and inspection *services* on an as and when required basis, for the Koeberg Operating Unit (KOU) over the next five years as follows:

A. The Quality Assurance (QA) *services include supplier monitoring (audits; surveillances; assessments)* to be performed locally to South Africa.

B. The Quality Control (QC) services include inspections to be performed at manufacturing sites in various countries internationally.

1.2 Interpretation and terminology

1.2.1 Definitions:

- **Requesting manager** – any manager from the *Employer's* organisation requesting for *services* from the nuclear quality management and specialised inspection *services* panel of *Consultants*.
- **Supplier** – A contract resource contracted in to conduct the work on which the independent oversight/quality control services associated with this contract are to be performed.

1.2.2 The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
PSC	Professional Services Contract
ISO	International Standards Organisation
KOU	Koeberg Operating Unit
PPE	Personal Protective Equipment
QCP	Quality Control Plan
QMS	Quality Management System
SOC	State Owned Company
TO	Task Order
T&S	Travelling and Subsistence
IAEA	International Atomic Energy Corporation
INPO	Institute for Nuclear Plant Operations
ASME	American Society for Mechanical Engineers
NNR	National Nuclear Regulator
NDT	Non-Destructive Testing
RFQ	Request For Quotation

Abbreviation	Meaning given to the abbreviation
QA	Quality Assurance
QC	Quality Control

1.3 Policies, Standards and Procedures

The policies, standards, guidelines, and procedures listed in the following table shall be applicable in addition to requirements from statutes, regulations, and industry best practices.

No.	Name of Policy / Standard/Procedure	Reference
1.	Eskom Nuclear Policy	32-083
2.	Eskom Risk management Procedure	32-520
3.	The Eskom Code of Ethics (Standard 32-527)	32-527
4.	Supplier Quality General Requirements	238-103
5.	Quality Management Systems-Requirements	ISO 9001
6	Quality management — Guidelines for quality plans	ISO 10005
7	Quality management — Guidelines for quality management in projects	ISO 10006
6.	Requirements for various types of bodies performing inspection	ISO 17020
7.	Guidelines for Quality Management System Auditing	ISO 19011
8.	Quality management systems — Specific requirements for the application of ISO 9001:2015 by organizations in the supply chain of the nuclear energy sector supplying products and services important to nuclear safety	ISO 19443

2. Description of the services

The *Consultant* provides the scope as defined below:

- a) Quality assurance *services (Local)*
- b) Quality control *services (International inspections)*

2.1 Quality assurance services

2.1.1. Provide Quality Assurance (QA) service as follows:

- Conduct Quality Management Systems (QMS) audits, surveillances, and assessment services in accordance with Eskom procedure 238-105 (Nuclear Supplier qualification and Audit Manual).
- Lead team members and carry out supplier capability assessments, surveillances, and audits.
- Ensure that the defined level of quality is achieved by measuring, auditing, reporting, and implementing necessary actions to resolve quality issues.
- Reviews supplier interface arrangements with their sub-suppliers to ensure compliance to Employer requirements, that arrangements are sufficiently documented and implemented, report deviations and propose improvements.
- Lead team members and carry out audits on the quality management systems of sub-suppliers against international standards and contract requirements; and

- Control and report on the closing of the Non-conformance Reports (NCR) and Corrective Action Reports (CAR).
- Participate in contract quality and progress meetings.
- Ensure action plans are prepared on quality related issues that may arise during the contract.
- Ensure that adequate training on processes, tools, and procedures applicable to meet contract quality requirements.
- Execute all planned QA activities; and
- Ensure contract quality requirements are adhered to and that adequate levels of QA oversight are applied.
- Provide auditing skill transfer and training to employer's staff in nuclear quality assurance and supplier monitoring.



2.1.2 Qualification and Experience

The *Consultant* shall employ individuals with the following specific qualification, experience, and knowledge:

- 5 years technical experience in nuclear industry
- 3 years' experience in quality management in the nuclear industry.
- Registered Lead auditor - QMS
- For nuclear works, thorough knowledge of ISO 9000 series of standards, Nuclear Quality Management Standards such as ASME NQA-1, IAEA-GSR- Part 2; NNR RD0034 and other nuclear standards as applicable.
- Proficiency in conversational and written English.

2.2 Quality control services (International)

For quality control activities, ISO 17020 applies, and additional information related to the specific activity will be detailed in the task order.

2.2.1 Description of services to be performed by the *Consultant*

- Perform source verification (QC Surveillance and inspections) at the Employer's supplier premises and/or manufacturing sites internationally.
- Review all quality control documents such as Quality Control Plans (QCP), QC procedure, QC checklists and Quality Assurance Data Packages (QADP) etc. and recommend improvements to the supplier and acceptance/rejection to the Employer.
- Recommend "stop work" orders if quality and safety standards are compromised.
- Review and recommend approval/rejection on identified deficiencies.
- Control the close-out of deficiencies by reviewing and recommending initiatives, proposals, or corrective actions for improvements.
- Prioritise activities for quality control verifications.
- Implement and control QC processes by reviewing all documentation and system information and validate information to maintain accurate data; and
- Perform/check/control job observations.
- Perform inspections and determine if standards and specifications are met. Identify and report non-compliances. Recommend possible changes to standards or practices.
- Assess, monitor, and report good and sub-standard work practices.
- Verify that suppliers comply with quality requirements.
- Verify that equipment meets specification requirements.
- In case of any con compliance initiates specific actions.
- Check that products and services provided are as per contract requirements; and
- Verify that documentation conform to requirements and standards by reviewing work packages, plans, procedures, and modification packages according to the relevant administrative controls. Identify and report non-conformances.
- Pay particular attention for counterfeit, fraudulent or suspect items
- Provide advice and assistance with regard to procedures and work practice improvements.
- Provide advice with regards to rules, regulations, and code requirements.
- Liaise with Employer personnel with regard to queries and
- Conduct presentations/training on quality control practices.
- Check that all QC documentations are updated and correct.
- Compile, review and / or approve procedures, standards, and checklists.
- Record, trend, and report quality deficiencies.
- Ensure contract quality requirements are adhered to and that adequate levels of QC oversight are applied.

2.2.2 Qualification and Experience

The *Consultant* shall employ QC individuals with adequate technical skill, qualification, and experience for the required scope of work as detailed in the Task Instruction. The *Consultant* will submit their CVs for acceptance with each Task Instruction prior to the issuing by the *Employer*.

For QC scope, the following specific qualifications, experience, and knowledge are required:

- Appropriate technical qualification related to the scope of work.
- 5 years technical experience in nuclear industry
- 5 years' experience in Quality Control activities (Mechanical, Electrical, NDT, Material Science, Welding, etc. Proficiency in conversational and written English

2.2.3 Geographical Footprint

The *Consultant* provides representation in the following geographical areas.

International Countries

Europe				
Austria	Belgium	Denmark	Finland	France
Germany	Ireland	Italy	Netherlands	Norway
Poland	Portugal	Spain	Sweden	Switzerland
United Kingdom				
North and South America				
USA	Canada	Argentina	Brazil	Mexico
Asia				
South Korea	China	Hong Kong	India	Japan

3 Constraints on how the *Consultant* Provides the Services.

3.1 Management meetings

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:
Ad-hoc meetings	As per Task Order	As per task order	<i>As per task order</i>

Attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the services. 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.

3.2 Consultant's key persons

The *Consultant* ensures that all key personnel assigned to the *services* are competent in the field for which they are appointed. The *Consultant* and key personnel shall be professionally registered (in terms of Act N° 46 of 2000). The *Consultant* shall ensure that all key personnel meet the requirements of the *Employer's* security and medical qualifications as well as training and experience. The *Employer* reserves the right to examine the certification of all key personnel and if they don't meet the requirements upon investigation, the *Employer* reserves the right to cancel the contract. Where required, these staff members also meet such requirements as the National Nuclear Regulator may stipulate from time to time

3.3 Documentation control and retention

3.3.1 Identification and communication

All communication is addressed to the *Employer's Agent*. All communication refers to:

- The contract number that is issued by the Employer i.e., 46000.....
- The title of the contract.
- The specific PSC clause under which the communication is issued; and
- A unique letter reference number.

The unique reference numbers to be used for written correspondence between the *Employer's Agent* and *Consultant* and vice versa is as follows:

- From the Employer's Agent to the Consultant: 46000.... E/C 0xxx; and
- From the Consultant to the Employer's Agent: 46000.... C/E 0xxxwith 46000.... referring to the contract number and the next sequential letter (channel) number.
- All documents transmitted to the *Employer's Agent* for review / acceptance / record / information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet.
- The title of each letter clearly summarises the purpose of the letter.

In accordance with PSC Core Clause 13.1, each notification deals with only one specific issue at a time.

All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself. All formal communications to the *Employer* shall be addressed to the *Employer's Agent*.

Correspondence on a day-to-day basis may be directed to other parties within the *Employer's* organisation but care must be taken not to violate *contract conditions* and other provisions in terms of the contract.

Contractual communications such as notification of Compensation Events or instructions to deliver *services* which are not directed at/received from the *Employer's Agent* shall not be acknowledged by the *Employer* and decisions or actions taken or omitted as a result thereof shall be at the *Consultant's* own risk.

3.3.2 Retention of documents

The *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* in the form stated in the Task Order. The time period for which the *Consultant* is to retain such documents is the *period for retention* stated in the Contract Data.

3.4 Records and forecasting of expenses

Estimated forecasts of itemised expenses shall be submitted by the *Consultant* at each assessment period for the acceptance of the *Employer* (Requesting Manager) before expenses are incurred. Clear records of expenses shall be maintained by the *Consultant* and submitted on request to the *Employer* for verification.

Only invoices from *Consultants* (e.g., hotel or car hire company) showing actual expenses incurred in the case of T&S expenses shall be accepted for processing by the *Employer*.

3.4.1 Records and forecasting of the Time Charge

The *Consultant* shall submit forecasts of time charges for each assessment period and maintain records thereof.

Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Consultant* and shall indicate the resource utilised, location, duration, and times, associated expenses incurred and a summary of the *services* rendered which shall be cross-referenced to deliverables rendered. The records of hours shall indicate the Requesting Manager to whom *services* were delivered. The Requesting Manager shall review all time sheets during Assessment and the *Consultant* shall obtain signed timesheets and assessment documentation from the Requesting Manager and submit the assessment package to the *Employer's* Contract Management function for processing.

The *Consultant* shall maintain records of all documentation and make available to the *Employer* any or all such documentation on request.

3.4.2 Invoicing and payment

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

A) The *Consultant* delivers an original Tax Invoice to the *Employer's* Financial Accounting group. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.

B) The *Employer's* VAT Registration Number is: 4740101508

C) Particulars included on the *Consultant's* Tax Invoice

- The words "Tax Invoice" in a prominent place
- The name, address, and VAT registration number of the *Consultant*
- The name, address, and VAT registration number of the *Employer*
- An invoice serial number
- The date of issue of the invoice
- The quantity or volume of goods or services supplied
- The price & VAT or a statement that VAT is included @ 14% or zero-rate
- Reference to Contract and/or SAP order number
- The amount paid to date
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number
- The value of the invoice split into payments as per the *activity schedule*
- A copy of the Assessment Certificate/Signed Task order

D) Abridged tax invoice (section 20(5)). Where the amount (incl. VAT) is less than R3 000. The same requirements as above, except that: -the Name, address, and VAT registration number of the *Employer*; and the quantity or volume does not need to be specified.

E) To enable payment against each applicable SAP generated Task Order the *Employer's Agent* and the *Consultant* must sign next to each line acceptance of the service, Plant and Materials or goods delivered on the applicable SAP generated Task Order. The signed copy of this SAP generated Task Order is promptly returned to the *Employer's Agent*

F) Payment is made by means of electronic transfer. The *Consultant* therefore provides his banking details to the *Employer's Agent* within one week of the Contract Date.

- G) All invoices are to be addressed as follows:
Eskom Holdings Limited - Koeberg Operating Unit
Private Bag X10
Kernkrag
REPUBLIC OF SOUTH AFRICA
7441
Attention: **Financial Accounting Accounts Payable Section**
- H) The *Employer's* SAP task order system
- A SAP task order is the *Employer's* notice to the *Consultant* to carry out a Task
 - The *Consultant* does not perform any work without a SAP task order.
 - The *Consultant* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.
 - The *Employer* may not issue a SAP task order after the *completion date*.
 - To enable payment the *Employer's Agent* and the *Consultant* signs next to each line of the *services* on the applicable SAP generated task order. The signed copy of this SAP-generated task order is forwarded (faxed or hand delivered) to the Contracts Administration Section on Site at +27 21 550-5298/9.
- I) Assessments

The *Consultant* includes in the Monthly Planning Report, which is submitted on the assessment date, the proposed assessment information. Failure to submit such information on the assessment date will result in the *Employer's Agent* making his own assessment, based on available information. The *Consultant* submits, separately, all documentation and certification in support of the proposed assessment information.

3.5 Contract change management

3.5.1 Compensation Events

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

- Introduction
- Executive summary
- Contractual basis of compensation event (Refer to PSC Core Clause 60.1)
- Details of the compensation event
- Assessment of compensation event (PSC Core Clause 63)
- Conclusion
- Accepted programme showing impact of delay (PSC Core Clause 62.2) – If the programme for remaining work is altered by the Compensation Event
- Appendices
 - Early Warning (PSC Core Clause 15.1) - If applicable
 - Notification (PSC Core Clause 61.3)
 - Instruction to submit quotation (PSC Core Clause 61.1 or 61.2)
 - Instruction to submit alternative quotation (PSC Core Clause 62.1) or to submit a revised quotation (PSC Core Clause 62.4) - If applicable
 - Any extension of time under (PSC Core Clause 62.5) - If applicable

Any other document the *Consultant* may consider applicable.

3.6 Inclusions in the programme

3.6.1 Reporting Requirements

The *Consultant's* programme incorporates the services and work (programmes) of the Sub-consultants, the *Employer* and Others. The interfaces between Sub consultants as well as the interfaces between Sub-consultants and the *Consultant* are clearly identified. Key dates are incorporated into the programme, by the *Consultant*.

3.6.2 General requirements

The *Consultant* prepares and submits at the stated intervals, all documentation described in this section, the layout of which is subject to the *Employer's Agent*, for acceptance.

For the sake of compatibility, the *Consultant* prepares his documentation on Primavera P6 computerised planning package and utilises it for all planning, progress monitoring and reporting.

3.6.3 Reporting on progress and remaining duration

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

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

3.6.4 Progress reporting during execution of the services

The 'Time Now Date', unless otherwise agreed between the *Employer's Agent* and the *Consultant*, is the assessment date of each month.

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

- Critical activities list
Only activities with negative float are shown. Activities are listed in ascending order of negative float.
- Activity schedule

The *activity schedule* shows as a minimum the activities as per the Contract Data.

3.7 Quality management

3.7.1 System requirements

- **Management System requirements**

The *Consultant* (Supplier) shall be certified to ISO 9001 for quality assurance works.

The *Consultant* (Supplier) shall be certified to ISO 17020 for quality control works.

The *Consultant's management system* shall comply with requirements of 238-103.

3.8 The Parties use of material provided by the *Consultant*

3.8.1 *Employer's* purpose for the material

All work ('deliverables') created by the *Consultant* for the *Employer* is deemed to be *part of the services* for the benefit of the *Employer*, for purposes of copyright law. Accordingly, the *Employer* has the exclusive right, title and interest therein. To the extent that any deliverable, created by the *Consultant* may not be considered "*services*" for any reason, the *Consultant* hereby assigns its entire right, title and interest therein to the *Employer* and agrees to do everything reasonably necessary to perfect the *Employer's* interest.

Deliverables, created by *Consultant*, does not include any material existing prior to commencement of *Consultant's* performance of the *services* under this Contract.

The *Employer* is granted an irrevocable, royalty-free, and non-exclusive licence to use all documents delivered to it by the *Consultant* for purposes necessary for *Employer's* use.

Except as set out above, neither Party is precluded from developing anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables created by *Consultant*.

The *Consultant* may not use any documents (and the copyright therein and all intellectual property rights relating thereto), which are owned by the *Employer* and/or Others and provided to the *Consultant*, for any other purpose than to Provide the Services.

Consultant, at its own expense and control, defend, or at its option, settle any suit or proceeding brought against the *Employer* in respect of any services or deliveries, or any part thereof, or use thereof for their intended purpose, constitute(s) an infringement of any intellectual property right, including patent, copyright,

trademark, and trade secret; and said allegations of infringement would apply to such intellectual property right and set forth a cause of action for infringement under the laws of *Consultant's* country had the alleged infringement taken place in the *Consultant's* country; provided that *Consultant* is notified in writing within fifteen (15) days of the *Employer's* knowledge of the suit or proceedings and given information, and assistance by the *Employer* in a timely manner for the defence of said suit or proceeding.

The *Consultant* shall not be responsible for any settlement of such suit or proceeding made without its prior written consent. If, as a result of any suit or proceeding so defended, any services or deliveries, or any part thereof, are held to constitute infringement or their use by the *Employer* is enjoined, *Consultant* shall, at its option and its expense, either (a) procure for the *Employer* the right to continue using said services or deliveries, or part thereof, (b) replace them with a substantially equivalent non-infringing services or deliveries, as the case may be; or (c) modify the services or deliveries so it becomes non-infringing.

3.9 Transfer of rights if Option X 9 applies

There are no exceptions to the transfer of rights except those mutually agreed upon and documented before contract award. The *Consultant* shall not challenge or assist any other party challenging at any time the validity or ownership of any of the intellectual property rights relating to the material created and developed for this contract.

3.10 Management of work done by Task Order

Task Order shall be used by the *Employer* as the means of instructing the *Consultant* to deliver services. No work shall be carried out without a signed Task Order issued by the *Employer's Agent*.

The Task Order shall specify the scope of services, deliverables, location, frequency, starting and completion dates and the cost allocation. The *Consultant* shall deliver services within the constraints stipulated on the TO and engage the *Employer* as soon as the *Consultant* becomes aware of any risk in this regard. Any work executed outside the parameters stipulated on the TO, including cost, shall be for the *Consultant's* account notwithstanding delivery and acceptance of services that may be made by the *Employer* or people in the *Employer's* organisation.

All Expenses shall be paid for by *Consultant's* and reimbursed at cost after assessment. The *Consultant* shall include itemised estimated expenses in all proposals in response to Requests for Proposals issued by the *Employer*. Forecasts of estimated Expenses shall be submitted to the *Employer's* Requesting Manager for acceptance at the Assessment meeting. Expenses that are incurred without the *Employer's* prior acceptance in writing shall not be reimbursed by the *Employer*.

3.11 Health and safety

The *Consultant* complies with the health and safety requirements prescribed by law as they may apply to the services.

All work carried out by the *Consultant*, is done in strict accordance with all relevant safety Laws and procedures.

The *Consultant* complies with the *Employer's* SHE specification (Eskom Construction Safety, Health and Environment Procedure – reference 32-136(0) and must request it from the *Employer's Agent* on site establishment as applicable.

The *Consultant* supplies SABS standard or equivalent Personal Protective Equipment (PPE) for his employees. A hard hat, safety boots, ear plugs, and safety glasses are mandatory safety equipment at the site as applicable.

The *Consultant* complies with the *Employer's* lifesaving rules as stipulated in Directive, Reference 32-421. The *Employer* takes a zero-tolerance stance to the violation of these rules.

All vehicles transporting staff to and from the KOU site are to have seat belts fitted for all passengers being transported including the driver.

The *Consultant* will be subjected to 100% alcohol breathalyser testing when entering the owner-controlled area. The limit is 0% and *Consultant* employees found transgressing will not be allowed on site and action, including sanction from site, will be taken.

3.12 Procurement

Skills Development and Localisation (SD&L)

- Interventions within 6 months of contract start date, whereby it will be in a position to assess its cumulative task orders to date.
- Willingness to assist with Eskom trainees during inspections on site and supplier audits, as needed.
- The suppliers will engage with Eskom, Koeberg on how it can assist in pooling resources with other suppliers and Koeberg in order to achieve overall objective of SD&L.

The project team has concluded that the Skills development and on-the-job training, where the Parties will cooperate to identify local and foreign opportunities, where resources from any of the Parties can participate in skills development and/or on-the-job training, provided or arranged by the other Party. This will be managed via the TO stage.

3.13 Working on the *Employer's* property

3.13.1 Fitness for duty management

Where required to work on Koeberg Nuclear Power Station, the *Consultant* adheres to the *Employer's* procedure re. Fitness for duty (FFD) requirements for vendors and suppliers who are required to perform work inside the owner-controlled areas of KNPS (335-68). This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.

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

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

- Have valid identification documents.
- Have been declared free of drugs and alcohol.
- Have been declared healthy, physically able and free of any medical condition that could impair their ability to perform the work they have been appointed for.
- Have valid work permits.
- Have completed the security background verification process.
- Have the qualifications required for the task.
- Have the minimum plant access training required to work on site.
- Have been declared competent and authorised to perform the work they have been appointed for.
- Have received specific training required for the work they will be required to perform; and

Have signed a non-disclosure agreement to protect the *Employer's* information, they come in contact with.

3.13.2 FFD requirements before registration takes place

Information the *Consultant's* employee must supply

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

Forms that the *Consultant's* employee must sign

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

Non-disclosure agreement (protection of information)

A) Activities to be performed before the *Consultant's* arrival at the Site

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
•	Recruitment & Selection		X		<i>Consultant's</i> own planning	
•	ID Document		X	Proof of identification is required before that the <i>Consultant's</i> employee is allowed to register on the FFD system.	<i>Consultant's</i> own planning	The following identification documents are the only documents that shall be accepted as proof of identification. <ul style="list-style-type: none"> • South African Identification Book issued by the Department of Home Affairs. (Green ID) or • Valid Official Passport or • Valid Temporary Identification Document issued by the Department of Home Affairs.
•	Proof of Residential Address		X	Proof of residential address is required before that the <i>Consultant's</i> employee is allowed to register on the FFD system.	<i>Consultant's</i> own planning	The proof may not be older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system.
•	CV and Qualifications		X	Authenticated qualifications to be presented before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> • CVs of <i>Consultant</i> employees are included in the documents where this is required by the procedure. • The <i>Consultant's</i> employees must be in

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p>possession of his/her CV when he/she arrives on site to start the FFD process.</p> <ul style="list-style-type: none"> The <i>Consultant</i> is required to verify the authenticity of the qualifications that is required for the work that is to be performed on Site. Eskom retains the right to verify any tertiary qualification that an applicant is required to have to work in a specific discipline. The <i>Consultant</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system. Persons not in possession of the qualifications required by the <i>Employer</i> are not considered for employment by the <i>Consultant</i> (in that particular discipline).
•	Criminal History		X	Assessment of criminal history	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point The criminal history of an applicant shall be assessed before access to the Site is considered. SA citizens obtain their criminal history reports from the South African Police (SAPS). The report may not be older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system. This service is also available from the

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p><i>Employer's</i> Security section. South African applicants are required to give their consent to the <i>Employer</i> to obtain the relevant information from the SAPS.</p> <ul style="list-style-type: none"> • Non-South African citizens are required to provide proof of their criminal history. The criminal history report from their country's law enforcement agency or INPO (USA citizens only) is dated within three months of their required access date. • Persons with a criminal background that is deemed to be a security risk to the Site are not to be considered for employment by the <i>Consultant</i>. <p>The <i>Consultant's</i> employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process</p>
•	Complete Man Job Spec Form	X	X	<i>Consultant</i> to complete with <i>Employer</i>	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> • The <i>Consultant</i> ensures that an occupational health services job specification form is completed, in conjunction with the <i>Employer</i>, for each of his employees and all signatures are obtained before the health assessment is arranged. • These forms are obtainable from the <i>Employer</i> at Koeberg. The form identifies the work scope, the

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p>occupational hazards that the <i>Consultant's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks.</p> <ul style="list-style-type: none"> The <i>Consultant's</i> employee will be in possession of the completed and signed occupational health services job specification form when he/she arrives on site to start the FFD process.
•	Drug Test		X	Negative drug test to be presented before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point <i>Consultant</i> ensures that their employees have been tested for drugs before they arrive on site to start the FFD process. Persons with a positive drug test result are not considered for employment by the <i>Consultant</i>. Persons with positive drug tests will not be allowed to register for the FFD process. The <i>Consultant's</i> employees must be in possession of the drug test results when he/she arrives on site to start the FFD process.
•	Health Assessment		X	Medical examination to be presented before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point The <i>Consultant</i> ensures that all his employees complete a health assessment before they arrive on site to start the FFD process. The

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p>occupational health services job specification form is required by the occupational health practitioner for the health assessment.</p> <ul style="list-style-type: none"> • Applicants that are not declared fit to do the work specified in the occupational health services job specification form are not allowed to register on the FFD system. • Health assessment is only performed by <i>Employer</i> registered Occupational Health Practitioners. • The health assessment report is not older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system. <p>Persons that are not declared fit to perform the work specified in the occupational health services job specification form are not considered for employment by the <i>Consultant</i>.</p> <ul style="list-style-type: none"> • The <i>Consultant's</i> employee must be in possession of the medical assessment results and other relevant documentation when he/she arrives on site to start the FFD process.
•	Work Permit		X	Work permits to be obtained before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> • Terminate Process Hold Point • Non-South African Citizens are required to be in possession of

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p>the relevant Work Permit as required by the Immigration Act before access is considered.</p> <ul style="list-style-type: none"> Persons not in possession of a valid work permit is not considered for employment by the <i>Consultant</i>. The <i>Consultant's</i> employee must be in possession of the original work permit when he/she arrives on site to start the FFD process.
•	Registration on FFD System	X	X		<i>Consultant's</i> own planning	<ul style="list-style-type: none"> <i>Consultant's</i> employees are registered on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i>. This could be a <i>Consultant</i> employee, if appointed by the <i>Employer</i>. <i>Employer</i> is responsible to arrange this activity. Registration is only performed if the <i>Consultant's</i> employee is in possession of all the documentation required for registration If the <i>Consultant's</i> employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.
•	Training Requirements Form	X	X	<i>Employer</i> and <i>Consultant</i> to supply	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> The scope of each <i>Consultant</i> employee's work requirements is to be assessed to identify

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p>the training and/or technical assessments that are required before work may commence.</p> <ul style="list-style-type: none"> • All <i>Employer</i> training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical assessments as identified for the scope of work are not allowed to continue with the FFD process and shall be required to leave the Site. • The <i>Employer</i> identifies any specific training needs of each individual or group of individuals (based on the planned work scope) and ensures compliance to the training requirements identified for the specific duties before access to Site is considered. • The <i>Consultant's</i> employee must be in possession of the training requirements form when he/she arrives on site to start the FFD process.
•	FFD Bookings	X	X		<i>Consultant's</i> own planning	<ul style="list-style-type: none"> • <i>Consultant's</i> employees are booked on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i>. This could be a <i>Consultant</i> employee, if appointed by the <i>Employer</i>.
•	Asbestos Training		X	Training that the <i>Consultant's</i>	<i>Consultant's</i> own planning	Only if required

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
				employee must complete (only if required)		
•	Confined Space Training		X	Training that the <i>Consultant's</i> employee must complete (only if required)	<i>Consultant's</i> own planning	Only if required
•	Basic Rigging Training		X	Training that the <i>Consultant's</i> employee must complete (only if required)	<i>Consultant's</i> own planning	Only if required. The <i>Consultant</i> verifies the validity of prior learning
•	Non-Disclosure Agreement		X	All <i>Consultant</i> employees are required to sign a non-disclosure agreement	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> The <i>Consultant</i> ensures that a non-disclosure agreement is signed form is signed by each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Employer</i> at Koeberg.
•	Security Permit Application	X	X	Employer and Consultant to supply	Consultant's own planning	<p>The Consultant ensures that a security permit application form is completed for each employee before the person is registered to start the FFD process. These forms are obtainable from the Employer at Koeberg.</p> <p>It is important that the form is completed by the Consultant in conjunction with the Employer. The form identifies the security areas that the Consultant's employee is required to enter for the execution of the tasks.</p> <p>The Consultant's employees must be in possession of the security permit application when he/she</p>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						arrives on site to start the FFD process.

B) Medical examinations

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

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

The *Consultant* is responsible for the cost of the examination.

C) Fraudulent documents

The *Consultant's* employees that have presented fraudulent documentation are permanently denied access to the *Employer's* Koeberg site.

D) False declarations

The *Consultant's* employees that have made false declarations are permanently denied access to the *Employer's* Koeberg site.

E) FFD requirements after registration takes place

Activities to be performed after the *Consultant's* arrival at the Site

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
•	Enrolment on FFD System	×	×	Consultant's employees shall be enrolled on the Employer's FFD system by the Security Group when they arrive on site.	10 min	<ul style="list-style-type: none"> A Consultant's employee will not be allowed to attend any further FFD activities if he/she is not enrolled on the FFD system and issued with a bar coded form.
•	Drug Test	X	X	All the <i>Consultant's</i> employees are required to perform a drug test administered by the <i>Employer</i> . This test will be done notwithstanding the test done by the <i>Consultant</i> .	30 min	<ul style="list-style-type: none"> The <i>Consultant's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Site and will be denied access for at least 12 months.
•	Criminal History Verification	X	X	All <i>Consultant</i> employees that apply for a security permit to access the Site are required to give consent to the <i>Employer</i> to verify their criminal background. This activity is performed on site by the <i>Employer's</i> Security staff for South African citizens by the taking of a set of finger prints and forwarding same to the SAPS for verification.	30 min	<ul style="list-style-type: none"> South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the <i>Employer's</i> Security staff with a set of fingerprints, for record purposes. <i>Consultant</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Site

•	Health Verification	X	X	<i>Consultant</i> employees are required to report to the <i>Employer's</i> Health Services section where the medical examination performed off-site will be verified to ensure that all requirements have been met.	30 min	The duration of this activity is approximately 30 minutes
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	<ul style="list-style-type: none"> Induction Training including: <ul style="list-style-type: none"> SAT PAT FME (Generic) Human Performance 	X	X	<ul style="list-style-type: none"> Site Access Training (SAT) <i>Consultant</i> employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence. Plant Access Training (PAT) <i>Consultant</i> employees who are required to work inside the protected area of KNPS are required to complete the Plant Access Training (PAT) course before work may commence. Foreign Material Exclusion Training (FME) <i>Consultant</i> employees coming to site that require access to FME zones or will perform any hands-on work on the plant are required to complete this training. Human Performance Training (HPT) <i>Consultant</i> employees that are required to work inside the protected area of KNPS shall complete the Human Performance Training (HPT) before work may commence. 	8 hours	<ul style="list-style-type: none"> Site Access Training (SAT) The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to the protected area of KNPS. <i>Consultant</i> employees that do not successfully complete the SAT course shall not be allowed access to the Site. Plant Access Training (PAT) <i>Consultant</i> employees that do not successfully complete the PAT course are not allowed access to the Site. <i>Consultant</i> employees required to perform work in the intake basin are required to pass the PAT Foreign Material Exclusion Training (FME) <i>Consultant</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course successfully are not allowed access to the plant Human Performance Training (HPT) <i>Consultant</i> employees that do not successfully complete the HPT course are not allowed access to Site. <i>Consultant</i> employees required to perform work in the intake basin are required to pass the HPT course.
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•	Induction to Working at Heights / Material Handling	X	X	• <i>Consultant</i> employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered.	8 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the Working at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited
•	Radiation workers Training	X	X	• <i>Consultant</i> employees are required to successfully complete the required radiation worker training before access to radiation zones is considered.	3 days	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the radiation training shall result in access to radiation zones being restricted
•	Induction to Confined Space	X	X	• <i>Consultant</i> employees are required to successfully complete the required confined space training before access to confined space is considered.	2 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the confined space training will result in access to confined space being restricted
•	Induction to Asbestos Training	X	X	• <i>Consultant</i> employees are required to successfully complete the required Asbestos training before access to Asbestos zones is considered.	1 hour	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the Asbestos training will result in access to Asbestos zones being restricted
•	Induction to Basic Rigging	X	X	• <i>Consultant</i> employees are required to successfully complete the required Rigging training before rigging work is considered.	8 hours	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the Rigging training will result in rigging work being prohibited
•	Supervisor Training	X	X	• <i>Consultant</i> employees are required to work as supervisors must successfully complete the required Supervisor training before work is considered.	2.5 days	<ul style="list-style-type: none"> • Only if required • Failure to successfully complete the supervisor training will result individual being prohibited to do supervision

•	Technical assessment <ul style="list-style-type: none"> • Mechanical • Machining • MC&I • Electrical • Welding • Pipe Fitting • Civil TA 4 • I&T • MSS 	X	X	<ul style="list-style-type: none"> • <i>Consultant</i> employees who are required to perform work of a technical nature inside the protected area of Koeberg are required to perform technical assessments and be authorised to perform the work that they have been assessed for. 	4hrs - 16p 12hrs - 3p 16hrs - 16p 8hrs - 4p 4hrs - 6p 6hrs - 4p 6hrs - 4p 8hrs - 4p	<ul style="list-style-type: none"> • Only if required • The <i>Employer</i> is responsible to indicate the work that the <i>Consultant's</i> employee will be performing on the Site. • <i>Consultant</i> employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Site. • The duration of this activity depends on the type of work discipline and scope and is between 4 hours and two days.
•	Final acceptance and Issuing permit	X	X	<ul style="list-style-type: none"> • All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group. 	30min	

3.13.3 Exit procedure

The *Consultant* and the *Employer* ensure that permit holders that no longer require access to the Site follow the FFD exit procedure. Failure to do so may result in the *Consultant's* employee being denied access in future.

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

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

A) Work in the radiological controlled zone (as applicable)

- Where applicable, work in the radiological controlled zone, requires the *Consultant's* personnel to attend a three-day Radiation Worker Training course. The course consists of two- and half-day theoretical lectures with a theoretical and a practical examination, medical examination, blood sample and a whole-body count. The *Consultant'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 *Consultant* personnel comply with these instructions.

B) Permit to Work (PTW)

All plant interventions or activities performed on the site are governed by the *Employer's* PTW system and no work is allowed without this authorisation.

3.14 People

The *Consultant* employs in and about the Provision of the Services only such persons that are careful, competent and efficient in their several trades and callings and the *Employer* reserves the right to object to and require the *Consultant* to remove from the *services*, forthwith, any person employed by the *Consultant* in or about the Provision of the Services who, in the opinion of the *Employer's Agent*, misconduct's himself or is incompetent or negligent in the proper performance of his duties (See PSC Core Clause 22.1) and such person is not again employed for the *services*, without the written permission of the *Employer's Agent*.

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

- The *Consultant* 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 *Consultant*, in and about the Provision of the Services, provide evidence of skills assessment (including qualifications) for all his staff.

3.15 People restrictions, hours of work, conduct and records

It is very important that the *Consultants* keep records of his people working on the *Employer's* property, including those of his Sub-consultants. The *Employer's Agent* shall have access to these records at any time. These records may be needed when assessing compensation events. The restrictions on hours worked shall be specified on the Task Order.

3.16 Road traffic regulations

- All motor vehicles operated by *Consultants*/sub-consultants shall, in all respects, comply with the Road Traffic Ordinance, Ord. 21 of 1966 and regulations framed there under. All vehicles must be inspected daily and shall not be used unless they meet the required roadworthy condition.
- Drivers shall strictly obey all road traffic signs on Eskom / Koeberg's property and give clear and recognised signals of their intentions whilst operating a vehicle.
- Drivers and passengers shall wear seatbelts at all times while driving on Koeberg's property and if found guilty of such offence will be subject to Koeberg's Man Dir 91 concerning the enforcing of SHE Rules.
- Persons may not be conveyed when sitting with their legs hanging over the sides of the vehicle.
- Vehicles shall not be overloaded. Drivers shall be held responsible for the observance of this regulation.
- Drivers shall be responsible for the travel-worthiness of all loads conveyed by them. Precautions shall be taken to lash all loads properly.
- Persons and material shall not be transported simultaneously as such material may move in transit and injure passengers.
- Loads projecting from vehicles shall be securely lashed. In daytime a red flag, and during darkness a red light, shall be attached to the extreme end of such projecting material.
- The overhanging portion of the weight of a load from a point over the hub of the rear wheels to the end of the projections shall not exceed one quarter of the total load.
- Vehicle surveys will be carried out periodically by the officers of the SHE Group to establish roadworthiness of vehicles. They shall require all un-roadworthy vehicles to be taken off the road until rectified.
- All vehicle movements within the plant and works shall be carried out with due regard to the safety of pedestrians. A general speed restriction of 35km/h as indicated is in operation within the works area.
- Speed limits displayed on Koeberg's property must be complied with as they are legally enforceable. The speed limit on site is 35 km/h.
- Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

- When workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

3.17 Medical and Hygiene Services

3.17.1 Health Services will conduct occupational health surveillance for *Consultants* namely:

- Physical Examinations.
 - Random drug testing.
 - Biological Monitoring.
 - Heat stress certification.
 - Personal exposure monitoring.
 - Limited primary health care services are available from 13h00 to 14h00 daily in the event of staff falling sick at work. Written permission from the supervisor will be required.
- Health services will respond to medical emergencies during normal working hours. The Fire and Rescue team will provide this function after hours.

3.18 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 *Consultant* 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 *Consultant* ensures that his personnel take full responsibility of this requirement and that his personnel are fully au fait with the mustering requirements as detailed in procedure KAA 611.

3.19 Facilities

- The *Consultant* is liable for any damage incurred to the *Employer's* facility during the period of occupation by the *Consultant*.
- The *Consultant* 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, are for the *Consultant's* account.

3.20 Canteen and snack bar

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

3.21 Telephones

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

3.22 Ethics

The *Employer* is committed to the highest standard of ethical behaviour and expects the same from all *Consultants*. Refer Clause 11.

3.23 Confidentiality and Publicity

- The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980 and the Protection of Information Act 84 of 1982.
- The *Consultant* agrees that neither the *Consultant* nor its employees, agents or Sub-consultants makes any public statements or release to any third party any information concerning the *services* without first obtaining the written approval of the *Employer* which is not unreasonably withheld. Requests to release information is co-ordinated through the designated *Employer's* Procurement Manager or the *Employer's* Power Station Manager or as otherwise specified in the Scope.
- The *Consultant* ensures that his employees, agents, and Sub-consultants adhere to these restrictions.

3.24 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.

3.25 Laws and Regulations to be complied with

- The *Consultant* 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 *services* and as amended or replaced.
- The *Consultant* 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 *Consultant* 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 *Consultant* 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 *Consultant* at its own expense complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Consultant* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Consultant* transgression of the Act.
- The *Consultant* 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 *Consultant* submits the approval to the *Employer* for acceptance.

3.26 Environment

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

3.27 Cooperating with and obtaining acceptance of Others

- Shares the Site with Others and maintains a harmonious relationship at all times with and co-operates with the *Employer* and Others and their employees who may be working in the same area or on the same system.
- Makes available the assignees and key people timeously for Providing the Services.
- Makes it his business to gain sufficient understanding relevant to the *services* and of the *Employer's* mission and objectives.

- Seeks out everything necessary to identify those matters that fall fully or partially within the scope of the *services*, whether or not such matters are addressed in the description of the *services* or in the Works Information or in other requirements for the *services* stated from time to time.
- Brings to the attention of the *Employer* any additional services that the *Consultant* believes should be performed by him in keeping with sound professional practice.
- Notifies the *Employer* of any matter that the *Consultant* disagrees with or cannot resolve to his satisfaction.
- Co-operates at any time with others (e.g., an independent person) appointed by the *Employer* to review work done by the *Consultant* in Providing the Services.
- Co-operates and provides information as required by the *Employer* for issues affecting the *services*, but outside the scope of the *services*.

3.28 Things provided by the *Employer*

The *Employer* shall provide special software and access to systems, training and guidance on requirements specific to the *Employer* that are not common in the industry to enable the *Consultant* to deliver the *services* as required by the *Employer*.

A) Documentation

- The *Employer*, on request from the *Consultant*, 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.

B) Consumables

The *Employer* supplies the consumables required to Provide the Service.

C) Office and office equipment

- When working on Koeberg Nuclear Power Station for an extended period is required for Providing the Services, the *Employer* provides office space with associated office equipment (i.e. access to telephones, telephone lines, faxes, fax lines, printers, tables, chairs etc.).
- When working on Koeberg Nuclear Power Station for an extended period the *Employer* provides the *Consultant* with a lockable, environmentally controlled document storage space that satisfies the requirements of the ISO standards. The procedures governing its use are the same as that of the *Employer*.

D) Additional assets

Should the *Consultant* require additional equipment, such equipment is motivated for in accordance with the *Employer's* process and procedures.

E) Line group resources

The *Employer* provides access to all *Employer* Line Group resources and services as required by the *services*.

F) Exclusions

The *Consultant* shall provide and use own tools, special equipment, IT hardware and software, PPE, stationery and acquire all necessary licences, permits and authorisations required to perform the *services*

4 List of drawings

4.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title
N/A		