



NEC3 Supply Contract (SC3)

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

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

for **excitation transformers replacement at Koeberg
Nuclear Power Station (KNPS)**

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

CONTRACT No. [Insert at award stage]

CIDB 6EP

TENDER KBG2056R



Shandré Brown

Procurement Quality Engineering

Q2/L3 Service

2021-12-15

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Purchaser</i>	[•]
C1.2b Contract Data provided by the <i>Supplier</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Excitation transformers replacement at Koeberg Nuclear Power Station (KNPS)

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Frikkie Ellis

Capacity

Senior Manager Nuclear Projects

**for the
Purchaser**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the *Purchaser*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Frikkie Ellis

Senior Manager Nuclear Projects

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

C1.2 SC3 Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X3: Multiple currencies
		X7: Delay damages
		X13: Performance bond
		Z: Additional conditions of contract
	of the NEC3 Supply Contract (April 2013) ²	(If the December 2009 edition is to be used delete April 2013 and replace by December 2013)
10.1	The <i>Purchaser</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Represented by:	Mr Frikkie Ellis
	Tel No.	+27 21 550 5202
10.1	The <i>Supply Manager</i> is (name):	Mr Witness Tafeni
	Address	Eskom Holdings SOC Limited Koeberg Nuclear Power Station, R27 Off West Coast Road, Melkbosstrand, Republic of South Africa, 7441.
	Tel	+27 21 522 3811
	e-mail	TafeniW@eskom.co.za
11.2(13)	The <i>goods</i> are	new excitation transformers and auxiliaries

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

11.2(13)	The <i>services</i> are	<ul style="list-style-type: none"> removal of the existing excitation transformers the manufacturing and supply of excitation transformers, inspection and testing, installation, and commissioning oversight of the GEX system 		
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> matters notified under early warning; and decisions resulting from risk reduction meetings 		
11.2(15)	The Goods Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.		
11.2(15)	The Supply Requirements as part of the Goods Information is in	<ul style="list-style-type: none"> Part 3: <i>Purchaser's</i> goods information; and Annexure A to this Contract Data 		
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> two (2) weeks during non-outage periods twenty-four (24) hours during outage periods for review as stated in the Goods Information. 		
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
3	Time			
30.1	The <i>starting date</i> is.	01 March 2022		
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i>	<i>delivery date</i>	
		1	Factory transformer detailed design accepted by <i>Purchaser</i>	07 September 2022
		2	Manufacturing and supply of excitation transformers by the <i>Supplier</i>	01 November 2023
		3	<i>Supplier</i> to perform Factory Acceptance Testing (FAT) with the <i>Purchaser's</i>	10 December 2023
		4	Transportation and delivery of new excitation transformers, auxiliaries and all the required documentation to the Delivery Place by the <i>Supplier</i>	05 February 2024

		5	<i>Supplier</i> to perform Site Acceptance Testing (SAT) with the <i>Purchaser's</i> representatives	05 April 2024
		6	Installation and commissioning of the three new excitation transformers for Unit 1 by the <i>Supplier</i>	29 October 2024
		7	Installation and commissioning of the three new excitation transformers for Unit 2 by the <i>Supplier</i>	18 August 2025
		8	Documentation required i.e., maintenance basis, manuals, critical spares list, etc	05 February 2024
		9	<i>Supplier</i> to provide training material and training to the <i>Purchaser's</i> representatives	26 March 2024
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	four (4) weeks of the Contract Date.		
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	four (4) weeks, prior to the end of the assessment interval.		
4	Testing and defects			
42	The <i>defects date</i> is	fifty-two (52) weeks after Delivery.		
43.2	The <i>defect correction period</i> is	The defects correction period is two (2) weeks. If the defect is of such a nature that it cannot reasonably be repaired in 1 week. The <i>Supplier</i> promptly notifies the <i>Purchaser</i> and submits a plan for correcting the defect. The <i>Supplier</i> and <i>Purchaser</i> agree on a revised defect correction period. If no agreement is reached within 1 week following the defect correction period, Core Clause 45.1 may be invoked.		
42.2	The <i>defects access period</i> is	two (2) days		
5	Payment			
50.1	The <i>assessment interval</i> is	between the 24 th and 25 th day of each successive month.		
50.3	The <i>expenses</i> stated by the <i>Purchaser</i> for Compensation Events are	Item	Amount	

		Accommodation	Domestic hotel accommodation may not exceed one thousand three hundred rand (R1 400), inclusive of VAT, per night per person (including dinner, breakfast, and parking).
		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.
		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
		Airport parking charges, toll fees and taxis	At cost
		The above is in terms of : <ul style="list-style-type: none"> Government Gazette No.37042 dated 15 November 2013, Treasury Regulations (published under Government Notice R225 of 15 March 2005, as amended) Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Govt Gazette (Ref: 240-78635659 Rev 1)	
		All expenses claimed by the <i>Consultant</i> must be supported by a corresponding documentation (for example: receipt / invoice / statement): No fee percentage may be added to accommodation and travel costs.	
51.1	The <i>currency of this contract</i> is the	South African Rand	
51.2	The period within which	four (4) weeks after receipt of a valid TAX invoice.	

	payments are made is	
51.4	The <i>interest rate</i> is	<p>(i) Zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks, liabilities, indemnities, and insurance	
80.1	These are additional <i>Purchaser's</i> risks	1. Death of or personal injury to the <i>Purchaser's</i> personnel
		2. Loss of or damage to the Purchaser's existing property In excess of limits stated in Clause 88.2
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	(1) for the <i>Purchaser's</i> existing and surrounding property in the care, custody, and control of the <i>Supplier</i> the amount of the deductible (first amount payable) relevant to the event

		and (2) for all other existing <i>Purchaser's</i> property, the applicable deductible as at contract date
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The total of the Prices at the Contract Date
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total of the Prices at the Contract Date
88.5	The <i>end of liability date</i> is	seven (7) years after Delivery of the whole of the goods and services.
9	Termination and dispute resolution	
94.1	The <i>Adjudicator</i> is	The referring Party selects two persons from the panel of NEC Adjudicators set up by the ICE-SA Division (or its successor body) of the South African Institution (see www.ice-sa.org.za) and whose availability he has confirmed to act as the Adjudicator. The other Party selects one of the two nominees to be the Adjudicator within four days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA)
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (see www.ice-sa.org.za)
94.4(2)	The <i>tribunal</i> is:	arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
94.4(5)	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
10	Data for Option clauses	
X1	Price adjustment for inflation	price adjustment will only be applicable after the first 12 months of the contract period

X1.1	The <i>base date</i> for indices is	January 2022		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		LOCAL		
		CPA Formula A LABOUR		
		85%	People	SEIFSA – http://www.seifsa.co.za/ Table C3 (A) All hourly paid employees
		15%	Fixed	
		100%	Total	
		CPA Formula B TRANSFOMER		
		85%	Material	SEIFSA – http://www.seifsa.co.za/ SEIFSA Table J-1(A)
		15%	Fixed	
		100%	Other	
		CPA Formula C OTHER		
		85%	Other	SEIFSA – http://www.seifsa.co.za/ SEIFSA Table D-2
		15%	Fixed	
		100%	Total	
		FOREIGN		
		proportion	linked to index for	Index prepared by
		0.3	Labour	[]
		0.5	Material	[]
		0.1	Transport	[]
		0.1	non-adjustable	
		1.00		
		The prices are fixed and firm for the first 12 months of the Contract Date thereafter CPA is applicable. Staff rates are not variable with changes in salary paid to individuals except in the application of X1. Price adjustment for inflation is not applicable to a		

		change in the Price for Work Done to Date since the last assessment, for a change in the Price for Work Done to Date since the last assessment after the Completion Date for which delay damages in terms of Option X7 are applicable.		
X2	Changes in the law			
X2.1	A change in the law of	South Africa is a compensation event if it occurs after the Contract Date		
X3	Multiple currencies			
X3.1	The <i>Purchaser</i> will pay for these items in the currencies stated	Items	Other currency	Total maximum payment in the currency
		[•] [•] [•]		
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
X3.1		<p>The items will be paid in the other currency</p> <ul style="list-style-type: none"> - to a foreign Bank account nominated by the <i>Supplier</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Purchaser</i> before the Contract Date. <p>(Select one of the three methods as agreed with the successful tenderer prior to contract award and delete the others and this note)</p>		
X3.1		<p>The direct cost of modification of forward cover due to a change in the following is paid by the Party causing the change:</p> <ul style="list-style-type: none"> • the date of payment. • the date of invoicing; and • the currency to be paid. 		
X7	Delay damages			
X7.1	Delay damages for Delivery are	Delivery of	amount per day	
		Excitation transformers factory design	R20 475.00	
		Manufacturing and supply of excitation transformers	R28 890.00	
		FAT	R26 595.00	
		Transportation, and delivery of new excitation	R28 890.00	

		transformers to the Delivery Place	
		SAT	R26 595.00
		Installation and commissioning	R35 225.00
		Training and documentation	R20 475.00
		The above Delay Damages may be levied in any currency applicable to this contract. The rate of exchange will be as per X3.1., prorate per currency invoiced and paid.	
X13	Performance bond		
X13.1	The amount of the performance bond is	10% of the contract value at the Contract Date	
Z	The <i>additional conditions of contract</i> are	Z1 to Z16 always apply for Eskom	
Z1	Cession delegation and assignment		
Z1.1	The <i>Supplier</i> does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</i> .		
Z1.2	Notwithstanding the above, the <i>Purchaser</i> may on written notice to the <i>Supplier</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.		
Z2	Joint ventures		
Z2.1	If the <i>Supplier</i> constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Purchaser</i> for the performance of this contract.		
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Supply Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Supplier</i> on their behalf.		
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium, or other unincorporated grouping of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.		
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status		
Z3.1	Where a change in the <i>Supplier's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Supplier's</i> B-BBEE status, the <i>Supplier</i> notifies the <i>Purchaser</i> within seven days of the change.		
Z3.2	The <i>Supplier</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Supply Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Supply Manager</i> .		

Z3.3	Where, as a result, the <i>Supplier's</i> B-BBEE status has decreased since the Contract Date the <i>Purchaser</i> may either re-negotiate this contract or alternatively, terminate the <i>Supplier's</i> obligation to Provide the Goods and Services.
Z3.4	Failure by the <i>Supplier</i> to notify the <i>Purchaser</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Purchaser</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Supplier</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Supplier</i> , enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Supplier</i> disclose information to Others in terms of clause 23.1, the <i>Supplier</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Supply Manager</i> .
Z4.3	In the event that the <i>Supplier</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Supplier</i> , to the extent permitted by law prior to disclosure, notifies the <i>Purchaser</i> so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Supplier</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the <i>goods</i> or any portion thereof, in the course of Providing the Goods and Services and after Delivery, requires the prior written consent of the <i>Supply Manager</i> . All rights in and to all such images vests exclusively in the <i>Purchaser</i> .
Z4.5	The <i>Supplier</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z5	Waiver and estoppel: Add to core clause 12.3:
Z5.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Supply Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety, and the environment: Add to core clause 25.4
Z6.1	<p>The <i>Supplier</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the provision of the <i>goods</i> and execution of the <i>services</i>.</p> <p>Without limitation the <i>Supplier</i>:</p> <ul style="list-style-type: none"> warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of supply and

	<ul style="list-style-type: none"> undertakes, in and about the execution of the supply, to comply with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Supplier</i> , in and about the execution of the supply, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Supplier's</i> direction and control, likewise observe and comply with the foregoing.
Z7	Provision of a Tax Invoice and interest. Add to core clause 51
Z7.1	Within one week of receiving a payment certificate from the <i>Supply Manager</i> in terms of core clause 51.1, the <i>Supplier</i> provides the <i>Purchaser</i> with a tax invoice in accordance with the <i>Purchaser's</i> procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Supplier</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Purchaser</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Purchaser</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Supplier</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Purchaser's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete from the last sentence in core clause 61.3 the words, "unless the event arises from the <i>Supply Manager</i> giving an instruction, changing an earlier decision or correcting an assumption".
Z8.2	Add to core clause 62.6, "The <i>Supply Manager's</i> reply which is an acceptance of a quotation for a compensation event may require the due authority of the <i>Purchaser</i> ."
Z8.3	Add to core clause 62.5, "The <i>Supply Manager</i> notifies the <i>Supplier</i> if the <i>Purchaser's</i> authority is required and includes in his notification any extension to the period within which he is required to reply to the <i>Supplier's</i> quotation.
Z9	<i>Purchaser's</i> limitation of liability
Z9.1	The <i>Purchaser's</i> liability to the <i>Supplier</i> for the <i>Supplier's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Supplier's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(12) and the <i>Purchaser's</i> liability under the indemnity is limited.
Z10	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z10.1	or had a business rescue order granted against it.

Z11	Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z11.1	If the amount due for the <i>Supplier's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Goods and Services using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.
Z12	Ethics
For the purposes of this Z-clause, the following definitions apply:	
Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Supplier</i> or a third party, such party's employees, agents, or Sub-suppliers or Sub-supplier's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Supplier</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Sub-supplier or the Sub-supplier's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z12.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z12.2	The <i>Purchaser</i> may terminate the <i>Supplier's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Supplier</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Purchaser</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Purchaser</i> can terminate the <i>Supplier's</i> obligation to Provide the Services for this reason.
Z12.3	If the <i>Purchaser</i> terminates the <i>Supplier's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
Z12.4	A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Purchaser</i> does not have a contractual bond with the Committing Party, the <i>Supplier</i> ensures that the Committing Party co-operates fully with an investigation.

Z13	Communications		
Z13.1	Add to the end of the first sentence in core Clause 13.1: “excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.”		
Z14	Insurance		
Z14.1	Replace core clause 84 with the following:		
	Insurance cover	84	
		84.1	When requested by a Party, the other Party provides certificate from his insurer or broker stating that the insurances required by the contract are in force.
		84.2	The <i>Supplier</i> provides the insurances stated in the Insurance Table A for events which are at the <i>Supplier's</i> risk from the <i>starting date</i> or the last <i>defects date</i> or a termination certificate has been issued.
	INSURANCE TABLE A		
	Insurance against	Minimum amount of cover or minimum limit of indemnity	
	Loss of or damage to the <i>goods</i> , plant and materials	The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance.	
	Liability for loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u><i>Purchaser's</i> property</u> The replacement cost where not covered by the <i>Purchaser's</i> insurance. The <i>Purchaser's</i> policy deductible as at Contract Date, where covered by the <i>Purchaser's</i> insurance. <u>Other property</u> The replacement cost <u>Death of or bodily injury</u> The amount required by the applicable law.	
	Liability for death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Z14.2	Replace core clause 87 with the following:		
	Insurance by the <i>Purchaser</i>		
	87.1	The <i>Purchaser</i> provides the insurances stated in the Insurance Table B	

INSURANCE TABLE B	
Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document
Nuclear Public Liability	As per the insurance policy document.
Z15	Nuclear Liability
Z15.1	The <i>Purchaser</i> is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
Z15.2	The <i>Purchaser</i> is solely responsible for and indemnifies the <i>Supplier</i> or any other person against any and all liabilities which the <i>Supplier</i> or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the <i>Supplier</i> or any other person or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .
Z15.3	Subject to clause Z15.4 below, the <i>Purchaser</i> waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the <i>Supplier</i> or any other person, or the presence of the <i>Supplier</i> or that person or any property of the <i>Supplier</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Purchaser</i> or of a person acting on behalf of the <i>Purchaser</i> .
Z15.4	The <i>Purchaser</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z15.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z16	Asbestos
For the purposes of this Z-clause, the following definitions apply:	
AAIA	means approved asbestos inspection authority.

ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Purchaser's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z16.1	The <i>Purchaser</i> ensures that the Ambient Air in the area where the <i>Supplier</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z16.2	Upon written request by the <i>Supplier</i> , the <i>Purchaser</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Supplier</i> may perform Parallel Measurements and related control measures at the <i>Supplier's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z16.3	The <i>Purchaser</i> manages asbestos and ACM according to the Standard.
Z16.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z16.5	The <i>Supplier's</i> personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an

	AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z16.6	The <i>Supplier</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations.
Z16.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Purchaser</i> at the <i>Purchaser's</i> expense, and conducted in line with South African legislation.

Annexure A: Supply Requirements

[Notes: The example given in the NEC3 Supply Contract Guidance Notes pages 15 to 20 inclusive is based on Incoterms 2000. However, users will probably wish to use Incoterms 2010 which the details below are based on. Users may need to adjust the information to comply with actual requirements. First decide whether Incoterms will be used or not, then delete the arrangement below which does not apply and delete these notes]

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

The *Supplier* supplies the *goods* in accordance with INCOTERMS 2010³ as follows:

[Select the group and then term within the group which applies and state the applicable delivery place. Delete all the other groups and this note]

Group	Category	Term	Delivery Place
D	arrival	DDP	Koeberg Power Station R27 Off West Coast Road Melkbosstrand Republic of South Africa 7441

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

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

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

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

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

³ International Chamber of Commerce, Incoterms 2010, Paris, January 2011

C1.2 Contract Data

Part two - Data provided by the *Supplier*

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

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

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (SC3)⁴ and the relevant parts of its Guidance Notes (SC3-GN)⁵ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:	
11.2(11)	The tendered total of the Prices is	R , (in words)
11.2(12)	The <i>price schedule</i> is in:	
11.2(14)	The following matters will be included in the Risk Register Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.	
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are Note: The <i>Supply Manager</i> has the right to visit places where work is being carried out or materials and plant stored in connection with the contract.	

⁴ Either April 2013 or December 2009 Edition as stated by *Purchaser* in Contract Data part 1.

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za

The percentage for overheads and profit is the figure entered here to represent the *Supplier's* overheads and profit in respect of the *Supplier's* own work and any subcontracted work.

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Supply Contract (SC3)

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

Option X13: Performance bond

These Options require a bond “in the form set out in the Goods Information”.

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

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

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Bank reference No.

Date:

Dear Sirs,

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

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

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

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

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

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

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

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

PART 2: PRICING DATA
NEC3 Supply Contract

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

C2.1 Pricing assumptions

1. How goods and services are priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none">• the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed,• where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate,• plus, other amounts to be paid to the <i>Supplier</i>,• less amounts to be paid by or retained from the <i>Supplier</i>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

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

2. Function of the Price Schedule

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

3. Preparing the *price schedule*

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

It will be assumed that the tendering supplier has

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

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

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

3.1. Format of the *price schedule*

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

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

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

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

C2.2 the *price schedule*

Item No.	Description	Price
1.	Provide detailed transformer design documents for acceptance by the <i>Purchaser</i>	
2.	Manufacture and supply	
2.1	Unit 1 transformers	
2.2	Unit 2 transformers	
2.3	Spare transformers	
3	Perform Factory Acceptance Testing (FAT) with the <i>Purchaser's</i> representatives	
4	Transportation and delivery of the transformers to the Delivery Place	
4.1	Unit 1 delivery including all documentation required i.e., detailed commissioning procedures, maintenance procedures, critical spares list etc	
4.2	Unit 2 delivery including all documentation required i.e., detailed commissioning procedures, maintenance procedures, critical spares list etc	
5	Provide storage for the excitation transformers and auxiliaries	
6	Provide training material and training to the <i>Purchaser's</i> Employee's	
7	Site Acceptance Testing (SAT)	
7.1	Unit 1	
7.2	Unit 2	
7.3	Spares	
8	Installation of excitation transformers	
8.1	Unit 1	
8.2	Unit 2	
9	Commissioning oversight	
9.1	Unit 1	
9.2	Unit 2	

The total of the Prices

Document reference	Title	No of pages
	This cover page	1
C3.1	Purchaser's Goods Information	
C3.2	Supplier's Goods Information	
	Total number of pages	

C3.1: *PURCHASER'S* GOODS INFORMATION

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1 Overview and purpose of the *goods and services*

The *goods and services* are the transformer design, manufacture, supply, factory testing, transportation, delivery to the Delivery Place, offloading, storage, installation, and commissioning oversight, and training of the new excitation transformers and associated auxiliaries as stipulated in the Technical Requirement Specification (TRS) 240-152358699 Revision 2 – Specification for Procurement of Excitation Transformers at KNPS.

1.1 *Executive overview*

The replacement of the excitation transformers is necessitated due to aging related failing mechanism and the plant configuration, the following problems exist on the excitation transformers:

- Several oil leaks have been experienced on the excitation transformers throughout the life of the plant. Most of the oil leaks found were on gaskets of the bushings and the Buchholz relay, which is indicative of degradation of transformer materials.
- The oil leaks furthermore present a fire risk to surrounding plant, due to the oil leaking to unwanted areas. This in turn also causes a safety risk to personnel due to possibility of slipping etc.
- The oil required for the transformers is not easily accessible as it is not available locally.

The *goods and services* are rendered in accordance with the requirements stated in this Works Information, which specifically includes the TRS 240-152358699 Revision 2 – Specification for Procurement of Excitation Transformers at KNPS.

1.2 *Purchaser's objective and purpose of the goods and services*

The *Purchaser's* objectives and purpose of the *goods and services* are to:

- Resolve the obsolescence risk, and to deliver solutions for the technical deficiencies; and
- Provide a fully operable excitation transformer system that is fit for purpose

1.3 *Interpretation and terminology*

1.3.1 Abbreviations

Abbreviation	Meaning given to abbreviation
ACP1	Access Control Point 1
ACP2	Access Control Point 2
AIA	Appointed Inspection Authority
ALARA	As Low As Reasonably Achievable
ASME	American Society of Mechanical Engineers
BS	British Standards
CAD	Computer Aided Design
Codes	"Codes means codes, standards, criteria which may be applicable to or affect the manner in which the <i>Works</i> must be designed, installed or tested, including without limitation those

Abbreviation	Meaning given to abbreviation
	published by Governmental Authorities, the American Society of Mechanical Engineers (ASME) and the American National Standards Institutes (ANSI), and the instituted of Electrical and Electronics Engineers (IEEE).
COVID-19	Coronavirus disease 2019 (The global pandemic)
CSC	Construction Status Certificate
DCIF	Documentation Change Identification Form
DDR	Document Change Request
Design Report	Certified Code Design Report. This report contains all the required analyses to satisfy ASME Code Section III requirements (limited to pressure boundary and attachments).
EIA	Environmental Impact Assessment
FAT	Factory Acceptance Testing
FFD	Fitness for Duty
GEX	Generator Excitation System
KNPS	Koeberg Nuclear Power Station
MM	Maintenance Manual
NCR	Non-Conformance Report
OE	Operating Experience
OEM	Original Equipment Manufacturer
OTS	Operating Technical Specification
PQP	Project Quality Plan
QA	Quality Assurance
QADP	Quality Assurance Data Package
QC	Quality Control
QCP	Quality Control Program
SAT	Site Acceptance Testing
SWP	Site Work Package
VAT	Value Added Tax

1.3.2 Terminology

Term	Definition
Construction Health and Safety Agent	A competent person who acts as a representative for the <i>Supplier</i> in managing health and safety on a construction project for the <i>Supplier</i> and who has satisfied the registration criteria of the SACPCMP to perform the required functions.
Controlled disclosure	Controlled disclosure to external parties (either enforced by law, or discretionary).
COVID-19	Severe Acute Respiratory Syndrome Coronavirus 2' (SARS-CoV-2).
Design	The process of devising a system, component, or process to meet the <i>Purchaser's</i> requirements, as specified in the Works Information. It is a decision-making process, in which the basic science, mathematics and engineering sciences are applied to meet the objective for the <i>works</i> .
Designer	The <i>Supplier</i> appointed to perform the design activities in accordance with the Works Information
Include	If "include" is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "include".
Including	If "Including" is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "including".
Level 1 Programme	Executive summary or a project master programme. This is a major milestone type of programme which highlights major project activities, milestones, and key deliverables for the whole project.
Level 2 Programme	Management summary or summary master programme. Maintained as a summarisation of the Level 3 programme. It depicts the overall project broken down into its major components by area.
Level 3 Programme	The project coordination programme or publication programme. The Level 3 programme is maintained as an integrated rollup or summary of the Level 4 programme activities. The programme consists of a set of integrated Level 4 programmes based on Critical Path Methodology (CPM).
Level 4 Programme	Execution programme or project working level programme. Level 4 is the detailed working level programme, and an expansion a Level 3 programme. This is the key working level CPM programme displaying the operations to be accomplished. The Level 4 programme may be for major sections of the work or for discrete processes such as a design, procurement and/or a commissioning etc.

Term	Definition
Level 5 Programme	Detail programme. This is further breakdown of the activities of a Level 4 programme. This programme is used to map out the detailed tasks needed to coordinate day to day work in specific areas.
May	Denotes permission in <i>Purchaser</i> documentation.
Non-Outage	When the power station unit is operational
Others	<p>Others working on this project as required by the <i>Purchaser</i> are as follows:</p> <ul style="list-style-type: none"> • NNR; • <i>Purchaser's</i> Authorise Inspection Agency; • <i>Purchaser's</i> consultants; and • Consultants. <p>The list is updated, by the <i>Supply Manager</i>, each time a third parties contract is placed by the <i>Purchaser</i> or Others change</p>
Outage	When the power station unit is shut down for maintenance and refuelling
Physical conditions	Referred under Core Clause 60.1(12) means natural physical conditions and man-made and other physical obstructions and pollutants, which the <i>Supplier</i> encounters at the Site when executing the <i>works</i> , e.g., sub-surface, hydro-logical conditions, etc., but excluding weather conditions.
Physical Security	<p>The application of methods for preventing malevolent acts against safeguards and security interest, detecting such acts as they occur, and responding to such acts.</p> <p>(Source: IEEE Standards Dictionary)</p>
Public domain	Published in any public forum without constraints (either enforced by law, or discretionary).
Quality Assurance	The maintenance of a desired level of quality in a service or product, especially by means of attention to every stage of the process of delivery or production.
Requirement	A condition or capability needed by a user to solve a problem or achieve an objective.
Shall	Denotes a requirement in <i>Purchaser</i> documentation.
Should	Denotes a recommendation in <i>Purchaser</i> documentation.

2 Specification and description of the goods

The *goods* and *services* the *Supplier* must perform on Unit 1 and 2 at Koeberg Nuclear Power Station (KNPS) include but not limited to the following:

- the factory transformer design as per the Technical Specifications Requirements (TRS) 240-152358699 Revision 2,
- the manufacturing and supply of 8- off dry-type single phase transformers including all transformer auxiliaries as stipulated in Appendix A of the TRS – AB Schedules,

- to perform FAT and submit acceptable reports for acceptance by *Purchaser*,
- the transportation, off-loading and delivery of all 8 transformers to the Delivery Place and storage,
- to perform SAT and submit acceptable reports of all the 8 transformers for acceptance by the *Purchaser*,
- to provide and cater for all the rigging and scaffolding as required for the *goods and services*,
- the installation of the new excitation transformers and auxiliaries on the Generator Excitation (GEX) system,
- commissioning and oversight by a commissioning engineer with previous experience,
- the compilation of training material and provision of training for the operation and maintenance of the new system,
- the identification of all recommended spare parts that should be required by the *Purchaser* for maintaining the new systems and the relevant support information.
- To provide commissioning procedures and maintenance manuals

The specification and description of the *goods and services* are stipulated in TRS 240-152358699 Rev 2 and Appendix A – AB Schedule Rev 1.

2.1 Procedure for submission and acceptance of *Supplier's* transformer design

The *Supplier's* transformer design complies with all technical requirements as documented in the section 5 of the *Purchaser's* TRS reference number 240-152358699 Rev 2 and Appendix A (AB Schedule)

The *Supplier* shall provide the *Purchaser* with a detailed transformer design document that includes all information relating to the design, manufacture, factory testing, and installation of the excitation transformer as required in TRS 240-152358699 and the *Purchaser's* good's information.

2.2 Other requirements of the *Supplier's* design

2.2.1 Calculations, reports, models, drawings, etc.

The *Purchaser* shall have complete and unrestricted ownership right to all calculations, technical reports, models, drawings, design documents, (except computer codes that constitute a pre-existing program or method and are designated as proprietary to the *Supplier*), procedures and other written information developed solely for the *Purchaser* by the *Supplier* in the course of its performance under the contract.

The *Supplier* must ensure that all design interfaces such as civil, mechanical, electrical control and measurement instrumentation connections are fully compatible with the existing plant and systems in use. Deviations shall be reported and presented to the *Purchaser* for acceptance.

A complete set of post manufacturing "as built" drawings shall be provided as part of the Quality Assurance Data Package (QADP).

2.2.2 Parts of the works which the *Supplier* is to design

The *Supplier* is responsible for the transformer design of the *works* as detailed in TRS 240-152358699 Rev 2. The design is submitted to the *Supply Manager* for acceptance.

2.2.3 Supportability

The *Supplier* confirms that technical support of the installed system is available for 10 years from the Completion of the *works*. The *Purchaser* is immediately informed, in writing, of obsolete components and their equivalent replacements.

2.3 Use of *Supplier's* design

The *Purchaser* owns the rights and uses all documents and data for the sole purpose of all its needs at KOU.

The *Purchaser* may submit, without restriction, all documentation to:

- Others employed or contracted by the *Purchaser* and who have duly signed a confidentiality and non-disclosure agreement with the *Purchaser*.

2.4 Manufacture & fabrication

Upon the *Purchasers* acceptance of the *Suppliers* factory transformer design, the manufacturing and testing of the transformers commences as per the agreed programme, adhering to the *Purchaser* and *Supplier* agreed hold and witness points during this process.

2.5 Factory Acceptance Testing (FAT)

The *Supplier* submits detailed FAT procedure in accordance with TRS 240-152358699 Rev 2 (section 7.3) and Appendix A - AB Schedule Rev 2, for the *Purchaser's* acceptance, before the start of the first FAT.

The *Purchaser* shall inspect the Equipment at the *Supplier's* premises prior to delivery at Koeberg Nuclear Power Station. The *Supplier* submits FAT reports to the *Supply Manager* after performing FAT with the *Purchaser's* representative.

2.6 Other tests and inspections and commissioning in place of use

The *Supplier* shall be responsible for the performance of all tests in accordance with TRS 240-152358699 Rev 2 (section 7.3) and Appendix A - AB Schedule Rev 2 and other applicable Codes and Standards.

On or before the Delivery Date the *Supplier* does everything required to Provide the Goods and Services. The *Purchaser's* representative cannot certify Completion until all the work has been done and is also free of Defects which would have, prevented the *Purchaser* from using the *goods* and Others from doing their work.

2.7 Supplier Acceptance Testing (SAT)

The *Supplier* submits detailed SAT procedure for acceptance by the *Purchaser* before FAT is performed.

The *Supplier* shall demonstrate the operation of the instruments once delivered at Koeberg Nuclear Power Station.

For the excitation transformers, the *Supplier* shall commission six transformers, (three on Unit 1 and another three on Unit 2) after removal of the existing transformers and installation of the new transformers.

2.8 Operating manuals and maintenance schedules

Operating manuals and maintenance schedules are provided as part of the *Suppliers* transformer design. The information is customised to the KOU. The *Supplier* provides any additional support information required by the *Purchaser's* Maintenance Basis and Electrical Maintenance Service groups, to assess related interventions during the life of the Plant.

It is the responsibility of the *Supplier* to plan his supply of documentation according to requirement and to indicate dates on the Accepted Programme.

3 Supply Requirements

3.1 The requirements for transport are	<p>The <i>Supplier</i> is to manage the supply of the goods, including the choice of the mode of transport, packing marking and the delivery thereof to the <i>Purchaser's</i> stated place of delivery.</p> <p>The applicable INCOTERM is DDP (Delivery Duty Paid)</p>	
3.2 The delivery place is	<p>The designated area allocated by the <i>Purchaser</i> at Koeberg Nuclear Power Station, Off the R27 West Coast Road in Melkbosstrand, Cape Town</p>	
3.3 Actions of the Parties during supply	Action:	Responsibility of:
	<p>Giving notice of Delivery to the <i>Purchaser's</i> Insurance department</p>	<p><i>Supplier</i></p>
	<p>Checking packing and making before dispatch</p>	<p><i>Supplier</i></p>
	<p>Contracting for transport</p>	<p><i>Supplier</i></p>
	<p>Pay cost of transport</p>	<p><i>Supplier</i></p>
	<p>Arrange access to delivery place</p>	<p><i>Supplier</i></p>
	<p>Loading the goods</p>	<p><i>Supplier</i></p>
	<p>Unloading the goods</p>	<p><i>Supplier</i></p>
3.4 Information to be provided by the <i>Supplier</i>	Title of document	
	<p>Packing list of the content</p>	
	<p>Copy of invoice for goods</p>	
	<p>Delivery Note</p>	
	<p>Test results and maintenance manuals</p>	

4 Specification and references of the services to be provided

The *Supplier* shall comply with the following specifications:

Title	Date or revision	Tick if publicly available
<p><u>General Specifications</u></p> <p>Project Management Process for Koeberg Nuclear Power Station Modification</p> <p>Health and Safety requirements</p> <p>SHE Specification Guideline</p> <p>Eskom Cardinal rules-The <i>Purchaser</i> takes a zero-tolerance stance to the violation of these rules</p> <p>Construction Safety, Health and Environmental Management</p>	<p>KAA 501 Rev 11</p> <p>Act 85 of 1993</p> <p>KGA-073</p> <p>32-421</p> <p>32-136</p>	<p>✓</p>

Title	Date or revision	Tick if publicly available
<p>Quality management:</p> <p>The <i>Supplier</i> complies with the following:</p> <ul style="list-style-type: none"> • Eskom vendor qualification process, Nuclear Supplier qualification and Audit Manual (KAA-639) • 238-103 - Supplier Quality General Requirements • ISO_9001_2015 – International Standard (Quality Management System Requirements) 	<p>Rev3</p> <p>Rev2</p>	<p>✓</p>
<p><u>Safety Management</u></p> <p>The <i>Supplier</i> complies with the following:</p> <ul style="list-style-type: none"> • OHSAS 18001:2007 associated occupational principles and standards to be applied. • Occupational Health and Safety Act 85 of 1993 	<p>2007</p> <p>2014-08-19</p>	<p>✓</p> <p>✓</p>
<p><u>Technical Specification</u></p> <ul style="list-style-type: none"> • Power Transformer – Dry-type Transformers • Requirement for Protective Coatings for Use at Koeberg Nuclear Power Station • Specification for the Procurement of Excitation Transformers at Koeberg Nuclear Power Station <p><u>Environmental Management</u></p> <p>The <i>Supplier</i> complies with the following:</p> <ul style="list-style-type: none"> • ISO 9001:2015 associated environmental management principles and standards to be applied. • Any items brought onto <i>premises</i> must be packed in such a manner as to prevent damage during transportation and degradation due to environmental effects. 	<p>SANS 60076-11</p> <p>331-170</p> <p>240-152358699 Rev 2</p>	<p>✓</p> <p>✓</p>
<p><u>Other Specifications</u></p> <ul style="list-style-type: none"> • GGG-1299 – Guide for Technical Writing • 32-85 – Information Security Policy • 32-95 – Occupational Health and Safety Incident Management Procedure 	<p>Rev 0</p> <p>Rev 5</p> <p>Rev 8</p>	

Title	Date or revision	Tick if publicly available
<ul style="list-style-type: none"> KAA-721 Rev 11 – Online Work Management Process KLA-023 Rev 10 – Outage Preparation Milestone Checklist KAA-866 – The Management of Incidents, Occupational Injuries and Diseases at Koeberg Nuclear Power Station KSA-132 – Lifting and Rigging Program KAA-639 – The Vendor Qualification Process KAA-811 – The Integrated Koeberg Nuclear Emergency Plan 	<p>Rev 11</p> <p>Rev 10</p> <p>Rev 0</p> <p>Rev 2</p> <p>Rev 3</p> <p>Rev 3</p>	

5 Constraints on how the *Supplier* Provides the Goods

5.1 Programming constraints

The *Supplier* submits to the *Purchaser* to whom the *Supplier* reports directly a first program within four (4) weeks of signing the contract.

The *Supplier* shows on each program which he submits for acceptance all information which the Goods Information requires of the *Supplier* to manufacturer, packaging, and shipping method.

Within two (2) weeks of submitting a programme, the *Purchaser*' representative to whom the *Supplier* reports directly, either accepts the programme or notifies the *Supplier* of his reasons for not accepting it.

A reason for not accepting a programme is that

- The *Supplier*'s plans which it shows are not practicable,
- It does not show the information which this contract requires,
- It does not represent the *Supplier*'s plans realistically or
- It does not comply with the Goods Information.

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

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

All work performed at KNPS are planned and scheduled in accordance with the requirements stated in:

- KLA-023 for outage related *works*
- KAA-721 (for non-outage related *works* – including pre-outage installation *works*).

Note that the above makes specific reference to the timelines to be adhered to for scheduling the *works*. As a general guide, outage work must be finalised and detailed SAP notifications, orders and operations raised on the *Purchaser*'s SAP system at 6 months prior to the start of the outage; and for non-outage work, the SAP notifications, orders and operations must be raised 12 weeks prior start of work. "Finalised" means that the work plans and test procedures are completed, which include any related risks assessments associated with the work to be performed.

5.1.1 The programme

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

In addition, the programme shows:

- the *services* and work (programmes) of the Sub-suppliers,
- interfaces between Sub-suppliers as well as the interfaces between Sub-suppliers and the *Supplier*,
- all activities defined in the *activity schedule*,
- dates for placement of orders for critical / major Plant, Material and Equipment,
- on Site delivery dates for Plant, Materials and Equipment,
- the programme's revision number.

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

For the sake of compatibility, the *Supplier* prepares his programme on MS Project 2003 or Primavera 5 V7.0 computerised planning software and utilises it for all planning, progress monitoring and reporting.

5.1.2 Reporting on progress and remaining duration

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

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

5.1.3 Actual dates

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

5.1.4 Time Now Date

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

5.1.5 Planning constraints

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

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

During refuelling outages, the *Purchaser's* resources may be limited to perform acceptance reviews, and should any reviews be planned over outage periods, then the review periods need to be agreed, upfront, with the *Supply Manager*.

5.1.6 Monthly progress reporting

The *Supplier* submits to the *Supply Manager* a monthly report following the *assessment date*, but by no later than the last day of each month. The report contains the following information as a minimum requirement:

- Executive summary. (Narrative identifying major movement within the reporting period.)
- Revised programme for *Supply Manager's* acceptance indicating actual progress of work against last Accepted Programme.
- Updated "List of Applicable Documents" which is a list (table) indicating the "current accepted" revision as well as the status of any later revisions of documents considered key in the control of Providing the Works and include the following as a minimum:

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

5.1.7 Outage control / work control interface

Activity Description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Provision of <i>Purchaser</i> outage schedule	X		The <i>Purchaser's</i> outage schedule indicates sufficient detail for the <i>Supplier</i> to effectively determine installation windows for various modifications and/or phases of modifications.	In accordance with Accepted Plan / Programmes	Provision of <i>Purchaser</i> outage schedule
Modification isolation plan / requirements and determination of relevant implementation window(s).		X	The <i>Supplier</i> provides the required information and supports the <i>Supply Manager</i> with interfaces to OCC / work control and operations.	In accordance with Accepted Plan / Programmes	
Modification implementation schedule (including testing).		X	For high priority work, the planning requirements for implementation are agreed outside the requirements of KLA-023, KAA-501 and KAA-721.	In accordance with KLA-023 and KAA-721.	KLA-023: Outage works. KAA-721: Non-outage works – including pre-outage works.
Inclusion of implementation schedule in overall outage schedule / weekly plan.	X		Physical linking and inclusion into overall outage schedule / production plan.	In accordance with Accepted Plan / Programmes	

Activity Description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Verification of implementation schedule in overall outage schedule / weekly plan.		X	The <i>Supplier</i> verifies and confirms that the outage schedule / weekly plan is correct.	In accordance with Accepted Plan / Programmes	
Modification documentation release plan		X	<p>The <i>Supplier</i> compiles the document release plan. For a single modification, this is the document in the DCIF indicating when the documents are to be released during the modification implementation.</p> <p>In exceptional cases it may be required to create temporary operating instructions (TOIs), etc. until all other modifications on the system are completed and the system procedure is released.</p> <p>The document release plan will indicate and reference all TOIs and other strategies implemented to ensure that the operators at all time have correctly updated information in the control room. For TOIs, this service is supplied by the <i>Purchaser's</i> OPG group.</p> <p>It is the <i>Supplier's</i> responsibility to provide inputs and assistance in assuring that the document release plan is realistic and up to date.</p>	In accordance with Accepted Plan / Programmes	<i>Supplier</i> will identify TOIs. TOIs to be managed by the <i>Purchaser</i> . Refer to document KGB-004 on guidelines to compile operating procedures.
Permit to work (PTW's) and sanction for test (SFT) and test applications (TA).		X	<p>The request is completed by a responsible person (RP), supplied by the <i>Supplier</i> in accordance with <i>Purchaser's</i> plant safety regulation (PSR) procedures.</p> <p>Permit to Work and Sanction for Test requests needs to be raised on the <i>Purchaser's</i> PTW system.</p> <p>Isolation plans are referenced in the PTW request.</p> <p>PTW are raised in accordance with <i>Purchaser</i> procedure KAA-667.</p>	In accordance with Accepted Plan / Programmes	A responsible person in terms of the OHSA is authorised to take out PTW's and SFT's to perform / supervise work and tests on the <i>Purchaser's</i> plant.

Activity Description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Management and scheduling of interfaces between outage control centre (OCC) / work control (WC) and the <i>Supplier</i> .	X		<p>The <i>Supplier</i> provides the implementation planning.</p> <p>The <i>Purchaser</i> integrates the planning in the overall outage schedule. The <i>Supplier</i> supports the <i>Purchaser</i>.</p> <p>Interface in liaison with the <i>Supply Manager</i>.</p>	As required	Planning as per KLA-023 and KAA-721 are regarded as fixed (ruling time-line).
Notification to <i>Supplier</i> of any changes to schedule.	X		The <i>Purchaser</i> notifies the <i>Supplier</i> of any changes to the implementation schedule due to the <i>Purchaser</i> activities.	As required	
Outage meeting / production meeting progress feedback.	X	X	<p>During planning stage of project the <i>Supplier</i> must be available to support the <i>Supply Manager</i> during feedback at these meetings.</p> <p>Where required the <i>Supplier</i> attends the meetings.</p>	As required	The meetings are held weekly.
Daily outage / production feedback during implementation and problem resolution.	X	X	<p>During installation and testing the <i>Supplier</i> is available to support the <i>Supply Manager</i> during feedback at daily outage and production feedback meetings.</p> <p>Where required the <i>Supplier</i> attends the meetings.</p>	As required	
Conclusion	X	X	This activity group is part of the management function provided by the <i>Supplier</i> and extends over the duration of the project until Completion of the whole of the works.	In accordance with Accepted Plan / Programmes	<p>Deliverable:</p> <p>Detailed modification implementation schedules (integrated with OCC plans)</p> <p>Documentation Release Plan</p> <p>Permit to Work and Sanction for Test Applications.</p>

5.1.8 General

Activity Description	Supply Manager	Supplier	Requirements	Planning	Additional Notes
Site organisation chart and roster (<i>Supplier</i>)		X	<ul style="list-style-type: none"> Names, Main Responsibilities, Telephone numbers / Pagers / Mobile 	In accordance with Accepted Programme	
Support activities chart and roster		X	<ul style="list-style-type: none"> Names, Main Responsibilities, Telephone numbers / Pagers / Mobile 	In accordance with Accepted Programme	
Site representatives' chart and roster (<i>Purchaser</i>)	X		<ul style="list-style-type: none"> Names, Main Responsibilities, Telephone numbers / Pagers / Mobile 	In accordance with Accepted Programme	
Kick-off meeting Implementation (Outage)	X		<ul style="list-style-type: none"> The <i>Supply Manager</i> arranges the meeting; the <i>Supplier</i> ensures that relevant personnel of the Site implementation oversight team are present at the meeting. The venue for the meeting is on Site. 	In accordance with Accepted Programme	
List of <i>Supplier's</i> Sub-suppliers		X	<ul style="list-style-type: none"> To be supplied to <i>Supply Manager</i> for <i>Purchaser's</i> PQA representative approval. 	In accordance with Accepted Programme	
List of Applicable Documents for Outage Implementation		X	<ul style="list-style-type: none"> The List of Applicable Documents summarises the documentation to be used as reference during the implementation and testing phase of the modification. 	In accordance with Accepted Programme	
Acceptance of vehicle access to Site	X		<ul style="list-style-type: none"> Permission for access of a vehicle on the Site must be obtained from the <i>Supply Manager</i> Vehicles are not allowed on Site unless specific approval is obtained from the <i>Purchaser</i> and will only be considered for exceptional cases. 	As required	
Site access permit applications		X	<ul style="list-style-type: none"> <i>Supplier</i> to complete forms himself. 	As required	
Site access authorisation	X		<ul style="list-style-type: none"> At completion of all required access training. 	5 days duration	

Activity Description	Supply Manager	Supplier	Requirements	Planning	Additional Notes
Arranging training and related competency tests / assessments.	X	X	<ul style="list-style-type: none"> Booking by <i>Supply Manager</i> - to fit in with normal routine course or <i>Supply Manager</i> to arrange a separate course for large number of people. <i>Purchaser</i> requirements relating to training of personnel are detailed in KSA-119 (As required	
Provide training and related competency tests/assessments.	X			As required.	
Checks for Sub-supplier's agreement		X		As required	
Conclusion	X	X	<ul style="list-style-type: none"> This activity group is part of the management function provided by the <i>Supplier</i> and extends over the duration of the project until completion of the whole of the works. 	In accordance with Accepted Programme	Deliverable: <ul style="list-style-type: none"> Site Organisational Chart [Implementation] List of Sub-suppliers List of applicable documents Office requirements Records of authorised personnel involved with construction.

5.2 Work to be done by the *Delivery Date*

On or before the Completion Date the *Supplier* shall have done everything required to provide the Works.

The *Supply Manager* cannot certify Completion until all the work has been done and is also free of Defects which would have, in his opinion, prevented the *Purchaser* from using the *goods* and others from doing their work.

The delivery dates are as per section 30.1 in the contract data

5.2.1 Take over procedures

The *Purchaser* will use the *goods* during start-up of each Unit up to and including the point where any related testing and commissioning that requires the plant to be in operation have been successfully completed.

The *Purchaser* is not willing to take over the *goods* until all related testing and commissioning have been completed, all as built documentation updated by the *Supplier*, all implementation records completed by the *Supplier*, accepted by the *Supply Manager* and all related configuration updates completed by the *Supplier*.

5.3 *Supplier's* key persons

The *Supplier* provides orientation for all key personnel requiring access to premises in accordance with the requirements of the *Purchaser's* Radiological Safety Regulations, the *Purchaser's* Industrial Safety Programme, Covid-19 public health guidelines, and in general, the whole framework of plant rules (as applicable) and regulations which may be enforced at the premises from time to time, which is available on request.

The *Supplier* shall in addition also submit an organogram indicating the proposed management structure proposed for this contract. The *Supplier* will provide an organogram showing his people and their lines of authority and communication. This organogram would be updated for any key person's personnel changes.

The technical key persons are expected to render their service located at the *Purchaser* premises offices.

5.4 Constraints at the Delivery Place *and* place of use

The *Supplier* shall deliver the Equipment at Bulk Stores or Site Stores at Koeberg Nuclear Power Station.

The *Supplier* shall deliver the Equipment during office hours, unless agreed with the *Purchaser*.

The *Supplier* shall inform the *Purchaser* in advance prior to the delivery of Equipment.

The *Supplier* ensures that all key personnel requiring access to premises meet the requirements of the *Purchaser's* security and medical qualifications, as well as training and experience generally required by similar utilities elsewhere in respect of similar services.

5.5 Removal of existing excitation transformers

The *Supplier* is responsible for the removal of the existing excitation transformers and transportation to the *Purchaser's* assigned storage. The disposal of the transformer is the responsibility of the *Purchaser*.

5.6 Cooperating with Others

For the installation of the excitation transformers, the *Supplier* shall interface with Others responsible for the relaying of the GEX system. The *Purchaser* shall facilitate such interface.

5.7 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-off meeting	Once	KNPS or Tele/Video Conference	<i>Purchaser, Supplier, and Others as required</i>
Risk reduction meeting	Weekly or when necessary	KNPS or Tele/Video Conference	<i>Purchaser, Supplier, and Others as required</i>
Overall contract progress and feedback	Monthly or when required	KNPS or Tele/Video Conference	<i>Purchaser, Supplier, and Others as required</i>
Implementation meeting	Daily during installation and commissioning	KNPS or Tele/Video Conference	<i>Purchaser, Supplier, and Others as required</i>

Title and purpose	Approximate time & interval	Location	Attendance by:
Post implementation for project feedback and review	After each unit installation	KNPS or Tele/Video Conference	<i>Purchaser, Supplier, and Others as required</i>

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

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

5.8 Documentation control

5.8.1 Documentation and record management

- All documentation produced by the *Supplier* complies with the latest *Purchaser's* guide for technical writing - GGG-1299 Rev 0 - with date formats in accordance with ISO-8601 extended date format and measurements in metric units.
- All documentation, including drawings and operating and maintenance instruction manuals, are uniquely identified and cross-referenced with all related documents. Document deliverables are provided in electronic, searchable format (PDF) and includes all signatures obtained internally.
- Once the document deliverable has been accepted by the *Purchaser*, the *Supplier* provides, in addition to the electronic submission, one hardcopy version of the document.
- Where required, the *Supplier* may be requested to supply a document in its originally compiled format i.e., "Word", "Excel", "Visio" to facilitate the *Purchaser's* review or documentation updates. The *Supplier* provides, upon request, the documents in its originally compiled format.
- All new drawings submitted by the *Supplier* conforms to the *Purchaser's* drawing standard, KBA 0000 G00 1000 Revision Z2.
- The *Supplier* requests sequential drawing and document numbers from the *Purchaser* (where applicable).
- All new drawings are handed to the *Purchaser* in the electronic media (e.g., dgn format) which is compatible to MicroStation Version 7 (or higher) software program.
- All new drawings are sized to metric paper size standards (A4, A3 etc.).
- The *Supplier* identifies and provides the update requests for affected drawings, documents, and procedures.
- The *Supplier* corrects all identified documentation / configuration anomalies required to implement the works and notify the *Supply Manager* of any other.
- In addition, *Supplier* to comply with requirements indicated in Section 8 of TRS 240-152358699.

5.8.2 Documentation to be provided by the Purchaser

- The *Purchaser*, on request from the *Supplier*, provides copies of all applicable *Purchaser* standards, procedures, guides, and forms.

- The *Purchaser* provides access to all available Site documentation required for Providing the Works.
- Original component related design base information does not all reside with the *Purchaser*. In cases where such information is required and not available, the *Supplier* reverse engineers the basis as part of the works.
- The *Supplier* provides a list of persons that require authorisation, by the *Supply Manager*, for requesting copies of Site documentation.
- The *Supply Manager* only authorises the relevant personnel once the *Supplier* has signed the Confidentiality and Non-Disclosure Agreement.
- Copy requests are made in writing, to the *Supply Manager*, and details the exact documentation identification numbers.
- Documentation is provided in accordance with the latest Accepted Programme.

5.8.3 Communication

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

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

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

- From the *Supply Manager* to the *Supplier*: 46000..... Z/E/C 0xxx
- From the *Supplier* to the *Supply Manager*: 46000..... Z/C/E 0xxx

with Z referring to the following categories:

- Z = C for letters associated with SC clause 5, 6 or 9
- Z = R for letters not associated with SC clause 5, 6 or 9

and xxx referring to the next sequential letter number.

All document deliverables transmitted to the *Supply Manager* for review / acceptance / record / information are transmitted under formal communication with an associated document transmittal cover document. Related CDs or hardcopy documents are delivered with a hardcopy copy of the formal communication and/or document transmittal to the *Purchaser's* nominated information controller – situated on Site.

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

In the case where letters are submitted electronically by means of email, the title of the letter is reflected in the subject line and only one letter is submitted per email

5.8.4 Document Review Process

To maintain the Plan / Programme, the following document comment and review cycle shall be established:

- The *Supply Manager* shall have 20 working days to review the first issuance of a document submitted by the *Supplier*, utilising suitably qualified and experienced individuals, and issue all comments on a consolidated Document Comment and Resolution Form (DCRF) to the *Supplier*.

- The *Supplier* shall analyse and address the comments in the *Supply Manager's* DCRF until acceptance of the *Supplier's* response for each comment is achieved. The *Supplier* shall then revise the document incorporating the accepted comments. This period should not exceed 28 days.
- The *Supply Manager* shall have 20 working days to review and accept the revised document in accordance with the accepted comments.

5.9 Health and risk management

All *services* carried out by the *Supplier*, is done in strict accordance with all relevant South African safety laws and procedures.

The *Supplier* supplies Personal Protective Equipment (PPE) for his employees. A hard hat, safety boots, ear plugs, safety glasses and masks etc. (COVID-19) are mandatory safety Equipment at the *premises*.

The *Supplier* will be subjected to COVID-19 screening when entering the *premises*. The *Supplier* will be asked symptoms screening questions; temperature scanned and be required to wear a mask at all times. If the *Supplier* employees found with either symptoms or temperature higher than 38 degrees Celsius, he will not be allowed on *premises* and instructed to seek medical *services*.

5.9.1 Nuclear Safety

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

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

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

The design changes shall not introduce additional risks to personnel or plant integrity from sources such as fire or chemical hazards, electrical shock etc.

5.9.2 SHE Specification

The *Supplier* complies with the *Purchaser's* Level 3 Construction Safety, Health and Environment Procedure, number 32-136. SHE specification guidelines to which *Supplier* complies with are supplied by the *Purchaser*.

A project specific SHE file is to be created by the *Supplier* and submitted together with a completed copy of the Construction Regulations Checklist to the *Supervisor* for acceptance within 2 months of the starting date following which the *Supplier* maintains and updates the file.

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

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

5.9.3 Incident Management:

The *Purchaser's* procedure 32-95 - Environmental, Occupational Health and Safety Incident Management Procedure, states the requirements for the effective management of incidents that may occur or could result in, occupational diseases/illnesses, fatalities, injuries, near misses, and/or environmental damage.

5.9.3.1 Reporting of SHE incidents:

All incidents occurring on site while Providing the Service shall be reported, to the *Supply Manager*, as soon as practicable but not later than the end of that shift (in terms of KAA-688) and in the event of an incident as defined in terms of Section 24 of the OHSA where someone dies, becomes unconscious, suffers the loss of a limb or part of a limb is also reported immediately to the Department of Labour by the *Supplier*.

The following are requirements for the *Supplier*, in terms of KAA-688 – (The Corrective Action Process):

- In the event of any incident or accident, a corrective action report is completed by the *Supplier* and submitted before end of shift or within 24 h to the *Purchaser* and the *Supply Manager*.
- The *Purchaser's* template for the corrective action report (KAA-688) is included in the *Supplier's* health and safety plan.
- The *Supply Manager* raises a Condition Report (CR) and captures the details on the Devonway system.
- Where applicable, the *Supply Manager* will mobilise an incident investigation team who will investigate the incident within 7 days, complete the *Purchaser's* corporate documentation, indicating the root causes, corrective actions, and recommendations for submission to the *Purchaser's* OH&S Department.
- The *Supplier* must submit proof of corrective action within pre-determined due dates to the *Purchaser's* OH&S Department, who will then close-out the CR in Devonway. Dependant on the incident, it may also be required that the *Supplier* presents the corrective action to the *Purchaser's* Koeberg Operating Safety Committee (KOSC).

5.9.3.2 Investigation and recording of incidents

All incidents are investigated by the *Supplier* with the assistance of the *Supply Manager*, to establish the direct, indirect and root cause of such incident as well as any reactive/preventative measures required and implemented to prevent a re-occurrence of such future incidents. Any such incident is recorded and investigated by the *Supplier* as required by General Administrative Regulation 9(1 4) of the OHSA.

5.9.3.3 Environmental incidents

Environmental incidents could include but is not limited to:

- release of effluent to the environment,
- non-compliance to station water permit conditions,
- non-compliance to station sewage permit,
- non-compliance to waste site permits,
- illegal dumping of waste,
- Environmental Impact Assessments (EIAs) not undertaken for projects,
- non-compliance to EIA environmental authorisation (EA),
- cutting down of protected plant species,
- harming of protected animal species and
- the *Supervisor* will inquire into all incidents including near-misses during *Supplier* audits.

5.9.3.4 Health and safety plan

The *Supplier's* health and safety plan is the *Supplier's* proposal of how the work will be carried out considering the hazards expected and procedures.

The *Supervisor* reviews and accepts the health and safety plan according to 32-136. The construction regulation checklist with the required information must be included in the health and safety plan.

The *Supplier* ensures that contents of the health and safety plan for the project shall include at least:

- A copy of the principal *Supplier* appointment letter.
- The scope of works /description of the work for which the *Supplier* was appointed.
- The *Supplier's* risk assessment including control/mitigation measures to address all the risks identified in terms of KGA-067 (Safety, Health and Environmental Risk Assessment Guide).
- The risk based legislative appointments made, by the *Supplier*, as required by the construction regulations.
- The risk based legislative checklists and registers to be completed, by the *Supplier*, as required by the construction regulations.
- Certified copies and proof of competencies of all *Supplier* appointees i.e., training certificates, permits, medical certificate of fitness and curriculum vitae where required.
- Copies of identity documents for *Supplier's* employees / workers appointed for the works.
- Accident/incident registers to be kept, by the *Supplier*, in the event of any incidents, including near misses. A copy of the *Purchaser's* flash report template is included in the *Supplier's* health and safety plan, should it be required in the event of an incident.
- Any waste management and pollution prevention by the *Supplier* – where required permits for dumping/incineration at authorised facilities. The *Supplier* must consult and comply with the *Purchaser's* applicable waste procedure KAE 012.
- Proof of the *Supplier's* registration and letter of good standing with COID or other registered insurer, Construction Industry Development Board (CIDB) and/ or Electrical *Suppliers* Board.

A SHE Programme, compiled by the *Supplier*, using the template provided in KAA-768 rev 6

The *Supervisor's* letter of acceptance of the health and safety plan is added as soon as it is obtained.

The *Supplier* submits the health and safety plan, 30 days prior to commencement of any part of the *works* on Site, to the *Supervisor*, who verifies whether contents for acceptance. The *Supplier's* health and safety plan will be returned to the *Supplier*, should it not contain the required information or where the necessary permits have expired.

The accepted *Supplier's* health and safety plan must be on the Site. Periodic audits are conducted to ensure that the *Supplier's* health and safety plan is implemented and maintained as the project progresses. Refer Construction Regulation 4(1) (d).

When the *Supplier* is required to review and update documentation on the *Supplier's* health and safety plan, the plan must be re-submitted to the *Supervisor* for acceptance

5.9.3.5 Health and safety file

The *Supplier's* health and safety file is separate from the *Supplier's* health and safety plan. The *Supplier's* health and safety file is progressively populated with checks and inspections, as indicated in the *Supplier's* health and safety plan. Any drawings, designs, materials used, structural integrity testing and any other similar information applicable to the project will be placed on the *Supplier's* health and safety file.

The *Supplier's* health and safety file must be available on request and should be handed over to the *Supervisor*, prior to the Completion Date (Refer Construction Regulations 5(7) and 5(8)).

Depending on the nature of the *works* and detail of the information on the *Supplier's* health and safety file, e.g., asbestos work where there is a requirement for medical surveillance of workers who will be exposed to asbestos, it is recommended that the *Supplier* keeps these records for forty years, in terms of Asbestos Regulations 16(f).

Where the *Supplier's* employees / workers are exposed to hazardous chemical substances and where a medical surveillance was required, it is recommended that the *Supplier* keeps these records for thirty years, as stipulated under the Hazardous Chemical Substances Regulations 9(f).

The *Supplier* ensures that all other medical surveillance requirements in terms of the OHS ACT, where applicable, is complied with for the *Supplier* and Sub-supplier organisations.

The *Supplier's* health and safety file is audited by the *Supervisor* or his delegate, to ensure that work is being carried out and the necessary checks and inspections are conducted in accordance with the *Supplier's* plan.

The minimum contents of a SHE File are indicated in 32-136.

5.9.3.6 Risk assessments

The *Supplier* appoints a competent risk assessor, in writing, to perform risk assessments (Construction Regulation 7(1)). The *Supplier* is however required to use the *Purchaser's* methodology and provide a project specific risk assessment with the *Supplier's* health and safety plan, submitted for review and acceptance by the *Supervisor*. The *Supplier's* risk assessment includes a monitoring and review plan as required by Construction Regulation 7(1). No work may commence on Site, until the *Supplier's* risk assessment has been accepted by the *Supervisor*.

The *Supplier* ensures that ergonomic hazards have been identified evaluated and addressed. As required by Construction Regulation 7(6). Hazards the *Supplier* must consider include:

- improper lifting techniques,
- continuous repetitive movements with body parts in extreme postures; and
- poor grips on tools or carrying containers with no handles.

Whenever changes to methods of working / manufacture or materials are introduced, the *Supplier's* risk assessment is reviewed, including controls and mitigation measures, and submitted to the *Supervisor* for review and acceptance. Following acceptance, the *Supplier's* risk assessment must be placed in the health and safety plan, for implementation.

The *Purchaser's* risk assessment chart is completed, by the *Supplier*, during the *Supplier's* pre-job briefs and displayed at the entrances to those areas of the Site. The template is available from the *Supervisor*.

The *Supplier* ensures that all *Supplier's* employees are informed, instructed, and trained by a competent person regarding the hazards, risks, and related work procedures. These employees must carry proof of such training, for the duration of the project. (Construction Regulation 7(9)).

Regarding environmental considerations, the *Supplier* ensures that any aspect from a product or activity that might have an impact on the air, water, marine and soil or which may have the potential to cause harm to the environment is addressed in the *Supplier's* risk assessment, in order to avoid any environmental incidents while Providing the Works. Where such impact cannot be avoided, the *Supplier* ensures that the necessary steps are taken to minimise and remediate such impact. (Refer to Section 28 of National Environmental Management Act, 1998).

Lists of expected hazards and risks at the KNPS have been referenced in 32-136, as well as the Occupational Health Services Job Specification (reference KfV-SR-004), outlining the required physical attributes and personal protective safety Equipment. Some known hazards include:

- **Safety:** live electrical Equipment, working at heights, moving vehicles, floor openings, slippery floors, unguarded machinery, sharp tools, exposed blades, suspended loads, overhead pipelines, floor level

pipelines, faulty portable electric tools, strong winds, poorly maintained high-pressure vessels, untrained staff doing hot work.

- **Health:** radiation exposure, dust, noise, snake/spider bites, bee stings, chemical fumes and splashes, asbestos lagging, prolonged awkward postures.
- **Environmental:** air emissions, marine spill, ionising radiation being released into environment, chemicals leaching into ground/soil, diesel/petrol spill, clearing of vegetation, disturbance of habitat.

5.9.3.7 Accident - Incident Reporting Protocol

The reporting of accidents/incidents is a legal requirement as outlined in the OHSACT, section 14 (e)

The *Purchaser's* Corporate Procedure 32-95 (Rev 6) addresses the process that has to be followed by all Parties. The following table indicates the actions required and the timeframes in which to act.

Incident	Action	Timing
Near Miss	<ul style="list-style-type: none"> • Condition Report (Devonway). • Near Miss Card • Flash Report. <p>No investigation required unless a trend develops or priority rating is high or extreme as per Procedure: 32-95, Rev 6.</p>	Report incident before end of shift.
Property Damage	<ul style="list-style-type: none"> • Condition Report (Devonway). • Flash Report. • 240-62989893 - Vehicle Accident Reporting form <p>No investigation required unless a trend develops or rating is high or extreme as per 32-95, Rev 6.</p>	Report incident before end of shift.
First Aid	<ul style="list-style-type: none"> • Condition Report (Devonway) • Flash Report. • Minor Injury form. • 240-77046688-<i>Purchasers</i> Investigation Report (Complete sections: 1, 2, 6, 7, and 10). <p>Accident/Incident investigation required as per 32-95, Rev 6.</p>	<ul style="list-style-type: none"> • Report incident before end of shift. • Investigation completed within 7 days • Investigation report to be completed within 30 days.
Medical Injury	<ul style="list-style-type: none"> • Condition Report (Devonway). • Flash Report. • 240-77046688-<i>Purchaser's</i> Investigation Report (complete sections: 1, 2, 6, 7, and 10). • <i>Purchasers</i> Report (WCL II). • Resumption Report. • Annexure 1 <p>Note: 1st medical, progress and final medical reports to be issued by medical practitioner</p>	<ul style="list-style-type: none"> • Report incident before end of shift. • Investigation completed within 7 days. • Investigation report to be completed within 30 days.

Incident	Action	Timing
LTI's	<ul style="list-style-type: none"> Condition Report (Devonway). Flash Report. 240-77046688-<i>Purchasers</i> Investigation Report (full document). <i>Purchasers</i> Report (WCL II). Resumption Report. Annexure 1 <p>Note: 1st medical, progress and final medical reports to be issued by medical practitioner</p>	<ul style="list-style-type: none"> Report incident before end of shift. Investigation completed within 7 days. Investigation report to be completed within 30 days.
Fatality or Occupational Diseases	<ul style="list-style-type: none"> Condition Report (Devonway). Flash Report. 240-77046688-<i>Purchasers</i> Investigation Report (full document). <i>Purchasers</i> Report (WCL II). Resumption Report. Annexure 1 <p>Note: 1st medical, progress and final medical reports to be issued by medical practitioner.</p>	<ul style="list-style-type: none"> Report incident before end of shift. Investigation completed within 7 days. Investigation report to be completed within 30 days.

5.9.4 Purchaser's lifesaving rules

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

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

5.10 Environmental constraints and management

The following environmental constraints are to be noted relating to potential working areas:

The excitation transformers are located in the turbine hall in unit 1 and unit 2. The replacement equipment will be placed in the same location.

- Normal Environment

Temperature:	Ambient room temperature
Pressure:	Atmospheric
Humidity:	35% - 50%
Radiation:	Background

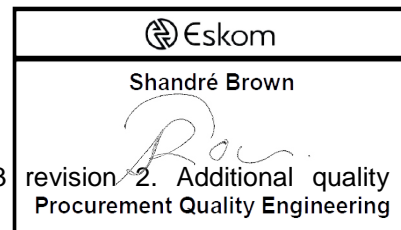
The *Supplier* ensures that all Plant and Materials, *services* and work supplied in terms of this contract conform to all applicable environmental legislation and to the *Purchaser's* environmental specifications.

The *Supplier* 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 *premises*. The *Supplier* submits the approval to the *Purchaser* for acceptance

5.11 Quality

5.11.1 Quality assurance requirements

The *Supplier* complies with the general quality requirements 238-103 requirements are provided in the TRS 240- 152358699 Revision 2.



The design and installation *works* described in this contract are classified Q2/L3, the *Supplier's* Quality Management System (QMS) must be compliant to the requirements of ISO9001:2015.

The *works* are subject to a Quality Assurance Program. A Quality Plan, specific to each manufacturing and installation activity, is to be established and submitted to the *Supply Manager* for acceptance before commencement of any work.

The *Supplier's* quality assurance system is subject to the acceptance by the *Purchaser*.

The *Supplier* ensures that any Sub-supplier employed by him has and implements a Quality Assurance Programme to meet the quality assurance requirements of the *Purchaser*.

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

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

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

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

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

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

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

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

5.11.2 Quality control requirements

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

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

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

The *Supplier* ensures that all work (*Supplier* and Sub-supplier work) is carried out in accordance with the QCPs or any other specifications through written instructions from the *Supply Manager*.

All documentation has a clearly stated revision number and previous similar documentation is revoked.

All quality related problems/issues are reported and resolved as Defects in terms of Core Clause 42.2.

All completed work is signed off in the QCPs as the work progress and all the relevant signatures are made on the documentation.

The *Supplier* and his Sub-supplier employ quality control representatives, with appropriate proven experience.

5.12 Confidentiality and Public

- The exchange between the Parties or the disclosure to third Parties of information is subject to the provisions of the National Nuclear Regulator Act 47 of 1999, the National Key Points Act 102 of 1980 and the Protection of Information Act 84 of 1982
- The *Supplier* agrees that neither the *Supplier* nor its employees, agents or Sub supplier/s makes any public statements or release to any third party, any information concerning the *goods* without first obtaining the written approval of the *Purchaser* which is unreasonably withheld. Requests to release information is co-ordinated through the designated *Purchaser's* Procurement Manager or the *Purchaser's* Power Station Manager or as otherwise specified in the *Purchaser's* Goods Information.
- The *Supplier* ensures that his employees, agents, and Sub supplier/s adhere to these restrictions.

5.13 Applicable Laws

- The *Supplier* at his own expense compiles with the National Nuclear Regulator Act 47 of 1999, the National Key Points Act 102 of 1980, and the Protection of Information Act 84 of 1982 and in general with all laws, regulations, byelaws, and requirements of local and other authorities which may be applicable to the Works and as amended or replaced.
- The *Supplier* complies with the *Purchaser's* Radiological Safety Regulations Programme and in, general, the whole framework of plant rules and regulations which may be in force at the *Purchaser's* facilities from time to time.
- At the *premises* the *Supplier* is at all relevant times under the authority of the *Purchaser'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 *Supplier* of his obligation to comply with the relevant legislation, should the *Purchaser's* Power Station Manager fail to act in any specific manner which makes him or the *Purchaser* liable in any way whatsoever.

- The *Supplier* at its own expense complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Supplier* indemnifies the *Purchaser* against any claims, proceedings, compensation, and cost arising from the *Supplier* transgression of the Act.

5.14 Records and forecasting of expenses and Time Charge

- The *Supplier* prepares forecasts for the whole of the *services* and submits them to the *Purchaser*. Forecasts are prepared at the intervals stated in the Contract Data from the starting date until Completion of the whole of the *services*. An explanation of the changes made since the previous forecast is submitted with each forecast.
- The *Supplier* shall submit forecasts for each assessment period and maintain records thereof.
- *Supplier's* time management system should also allow for remote allocation, the timesheets need to be internally approved by the *Supplier's* technical lead prior to issuing it to the *Purchaser*.
- Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Supplier* 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. In addition, the *Supplier* shall provide proof of how he is managing his staff working remotely due to COVID-19 related restrictions. The records of hours shall indicate the *Purchaser* to whom *services* were delivered. The *Purchaser* shall review all time sheets during Assessment and the *Supplier* shall obtain signed timesheets and assessment documentation from the *Purchaser* and submits the assessment package to the *Purchaser's* Contract Management function for processing.
- The *Supplier* shall maintain records of all documentation and make available to the *Purchaser* any or all such documentation on request.

5.15 Invoicing and payment

5.15.1 Assessments

The *Supplier* includes in the Monthly Planning Report the proposed assessment information. Failure to submit such information on the assessment date will result in the *Supply Manager* making his own assessment, based on available information.

The *Supplier* submits, separately, all documentation and certification in support of the proposed assessment information.

5.15.2 Invoices and payment arrangements

The *Supplier* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act 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 10(4)(C), is adhered to. No payment will be made on tax invoices not fully meeting this requirement.

The *Purchaser's* VAT Registration Number is **4740101508**

- **All invoices are marked for the attention of:**

The Accounts Payable Section
Koeberg Operating Unit
Private Bag X10
Kernkrag 7440
South Africa

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

- The name and address of the *Supplier*
- The date of the invoice
- An invoice number
- *Supplier's* VAT registration number (if applicable)
- *Purchaser's* VAT registration number
- Reference to Contract and/or SAP Task Order number
- The amount paid to date
- The price adjustment for inflation (where clause X1 is applicable)
- The value of the invoice split into payments as per the *activity schedule*
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number

To enable payment against each applicable SAP generated Task, Order the *Supply Manager* and the *Supplier* 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 *Supply Manager*.

Payment is made by means of electronic transfer. The *Supplier* therefore provides his banking details to the *Supply Manager* within one week of the Contract Date.

5.15.3 Compensation events

The Contractor, when notifying a Compensation Event in terms of NEC3 SC, must state which Compensation Event under ECC Clauses it believes it to be e.g. Compensation Events under Clause 60.1 or in the Option Clauses.

5.15.3.1 Concurrent delay

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

5.15.3.2 Mitigation of delay

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

5.15.3.3 Notification of Compensation Event

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

5.15.3.4 Quotation

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

- Introduction
- Executive summary
- Contractual basis of compensation event (Refer to SC Core Clause 60.1)
- Details of the compensation event
- Assessment of compensation event (SC Core Clause 63)
- Conclusion
- Accepted programme showing impact of delay ((SC Core Clause 62.2) – If the programme for remaining work is altered by the Compensation Event
- Appendices:
 - Early Warning (SC Core Clause 16.1) - if applicable
 - Notification (SC Core Clause 61.3)
 - Instruction to submit quotation (SC Core Clause 61.1 or 61.2)
 - Instruction to submit alternative quotation (SC Core Clause 62.1) or to submit a revised quotation (SC Core Clause 62.4) - if applicable
 - Any extension of time under (SC Core Clause 62.5) - if applicable
 - Any other document(s) the *Supplier* may consider applicable.

For compensation events to be implemented, the *Purchaser* requires the *Supplier* to sign a compensation event register form. For any payments required as a result of the compensation event, the *Supplier* is required to submit the signed compensation event register form, at latest, prior to the 15th of the month in which any associated amount should be assessed. This is to allow sufficient time for the *Purchaser* to load the associated costs onto its SAP system.

It is specifically stated that the *Purchaser* will not accept any forecasted payments relating to “compensation event acceptance”.

5.15.3.5 Verification

The contract is administered in a spirit of mutual trust and co-operation (see Clause 10.1). To this end the *Supplier* should collaborate, with the *Purchaser*, through all stages of the assessment and verification of Defined Costs. This contract requires that the *Supplier* keep financial, project and other records and accounts. The *Supplier* also provides the *Purchaser* and their delegates with the right to carry out audits and verify that the payments of Defined Cost are fully supported by those records and accounts to ensure that the *Supplier* fulfils its obligations under the contract. The requirement for access thereto is passed down to Sub-supplier as appropriate and where relevant. This is one of the requirements for acceptance of Sub-supplier.

5.15.3.6 COVID-19 pandemic

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

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

5.16 Insurance provided by the Purchaser

Refer to C1.2, SC3 Contract Data.

5.17 Contract change management

The *Supplier* is responsible to document and resolve any required changes on his design/equipment. The approval process indicated in this Works Information is adhered to, by the *Supplier*.

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

The *Supplier* keeps all records, for presentation to the *Supply Manager*, for assessment and compensation events.

- Records are to be kept in hard copy and electronically.

5.19 Purchaser's entry and security control, permits and premises regulations

5.19.1 Fitness for duty management

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

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

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

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

5.19.2 FFD requirements before registration takes place

Information the *Supplier's* employee must supply

- Identification document;
- Work permit (non SA citizens);
- Qualifications;

- Curriculum Vitae (CV);
- Criminal record history; and
- Proof of residential address.

Forms that the *Supplier's* employee must sign

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

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

Activity Description	<i>Purchaser</i>	<i>Supplier</i>	Requirements	Planning	Additional Notes
ID Document		X	Proof of identification is required before that the <i>Supplier's</i> employee is allowed to register on the FFD system.	<i>Supplier's</i> own planning	The following identification documents are the only documents that shall be accepted as proof of identification. <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>Supplier's</i> employee is allowed to register on the FFD system.	<i>Supplier's</i> own planning	The proof may not be older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system.
CV and Qualifications		X	Authenticated qualifications to be presented before registration takes place	<i>Supplier's</i> own planning	<ul style="list-style-type: none"> • The <i>Supplier's</i> employees must be in possession of his/her CV when he/she arrives on site to start the FFD process. • The <i>Supplier</i> is required to verify the authenticity of the qualifications that is required for the work that is to be performed on Delivery Place. Eskom retains the right to verify any tertiary qualification that an applicant is required to have to work in a specific discipline. • The <i>Supplier</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system. • Persons not in possession of the qualifications required by the <i>Purchaser</i> are not considered for employment by the <i>Supplier</i> (in that particular discipline).

Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
Criminal History		X	Assessment of criminal history	Supplier's 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 Delivery Place 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>Supplier's</i> employee is enrolled on the FFD system. This service is also available from the <i>Purchaser's</i> Security section. South African applicants are required to give their consent to the <i>Purchaser</i> to obtain the relevant information from the SAPS. • 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 Delivery Place are not to be considered for employment by the <i>Supplier</i>. • The <i>Supplier's</i> employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process.
Complete Man Job Spec Form	X	X	Supplier to complete with Supply Manager	Supplier's own planning	<ul style="list-style-type: none"> • The <i>Supplier</i> ensures that an occupational health services job specification form is completed, in conjunction with the <i>Supply Manager</i>; for each of his employees and all signatures are obtained before the health assessment is arranged. • These forms are obtainable from the <i>Purchaser</i> at Koeberg. The form identifies the work scope, the occupational hazards that the <i>Supplier's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks. • The <i>Supplier's</i> employee will be in possession of the completed and signed occupational health services job specification form when he/she arrives on site to start the FFD process.
Drug Test		X	Negative drug test to be presented before registration takes place	Supplier's own planning	<ul style="list-style-type: none"> • Terminate Process Hold Point • <i>Supplier</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>Supplier</i>. • Persons with positive drug tests will not be allowed to register for the FFD process.

Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
					<ul style="list-style-type: none"> The <i>Supplier'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>Supplier's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point The <i>Supplier</i> ensures that all his employees complete a health assessment before they arrive on site to start the FFD process. The occupational health <i>services</i> job specification form is required by the occupational health practitioner for the health assessment. Applicants that are not declared fit to do the work specified in the occupational health <i>services</i> job specification form are not allowed to register on the FFD system. Health assessments are only performed by <i>Purchaser</i> registered Occupational Health Practitioners. The health assessment report is not older than 3 months when the <i>Supplier's</i> employee is enrolled on the FFD system. Persons that are not declared fit to perform the work specified in the occupational health <i>services</i> job specification form are not considered for employment by the <i>Supplier</i>. The <i>Supplier's</i> employee must be in possession of the medical assessment results and other relevant documentation when he/she arrives on site to start the FFD process.
Work Permit		X	Work permits to be obtained before registration takes place	<i>Supplier'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 the relevant Work Permit as required by the Immigration Act before access is considered. Persons not in possession of a valid work permit is not considered for employment by the <i>Supplier</i>. The <i>Supplier's</i> employee must be in possession of the original work permit when he/she arrives on site to start the FFD process.
Registration on FFD System	X	X		<i>Supplier's</i> own planning	<ul style="list-style-type: none"> <i>Supplier's</i> employees are registered on the <i>Purchaser's</i> FFD system by a person appointed by the <i>Purchaser</i>. This could be a <i>Supplier</i> employee, if appointed by the <i>Purchaser</i> responsible to arrange this activity. Registration is only performed if the <i>Supplier's</i> employee is in possession of all the documentation required for registration If the <i>Supplier's</i> employee is in possession of all the required documents, the individual will

Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
					be registered and issued with a bar coded form.
Training Requirements Form	X	X	Purchaser and Supplier to supply	Supplier's own planning	<ul style="list-style-type: none"> The scope of each <i>Supplier</i> employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence. All <i>Purchaser</i> training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical assessments as identified for the scope of work are not allowed to continue with the FFD process and shall be required to leave the Delivery Place. The <i>Purchaser</i> identifies any specific training needs of each individual or group of individuals (based on the planned work scope) and ensures compliance to the training requirements identified for the specific duties before access to Delivery Place is considered. The <i>Supplier's</i> employee must be in possession of the training requirements form when he/she arrives on site to start the FFD process.
FFD Bookings	X	X		Supplier's own planning	<ul style="list-style-type: none"> <i>Supplier's</i> employees are booked on the <i>Purchaser's</i> FFD system by a person appointed by the <i>Purchaser</i>. This could be a <i>Supplier</i> employee, if appointed by the <i>Purchaser</i>.
Asbestos Training		X	Training that the <i>Supplier's</i> employee must complete (only if required)	Supplier's own planning	Only if required
Confined Space Training		X	Training that the <i>Supplier's</i> employee must complete (only if required)	Supplier's own planning	Only if required
Non-Disclosure Agreement		X	All <i>Supplier</i> employees are required to sign a non-disclosure agreement	Supplier's own planning	<ul style="list-style-type: none"> The <i>Supplier</i> ensures that a non-disclosure agreement is signed form is signed by each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Purchaser</i> at Koeberg.
Security Permit Application	X	X	Purchaser and Supplier to supply	Supplier's own planning	<ul style="list-style-type: none"> The <i>Supplier</i> ensures that a security permit application form is completed for each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Purchaser</i> at Koeberg.

Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
					<ul style="list-style-type: none"> It is important that the form is completed by the <i>Supplier</i> in conjunction with the <i>Purchaser</i>. The form identifies the security areas that the <i>Supplier's</i> employee is required to enter for the execution of the tasks. The <i>Supplier's</i> employees must be in possession of the security permit application when he/she arrives on site to start the FFD process.

5.19.3 Fraudulent Documents

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

5.19.4 False Declarations

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

5.19.5 FFD requirements after registration takes place

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

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

Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
			verification.		deemed to be a security risk to Koeberg are denied access to the Delivery Place
Health Verification	X	X	<i>Supplier</i> employees are required to report to the <i>Purchaser's</i> Health Services section where the medical examination performed off-site will be verified to ensure that all requirements have been met.	30 min	The duration of this activity is approximately 30 minutes
Induction Training including: <ul style="list-style-type: none"> SAT PAT FME (Generic) Human Performance 	X	X	<ul style="list-style-type: none"> Delivery Place Access Training (SAT) <i>Supplier</i> employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence. Plant Access Training (PAT) <i>Supplier</i> employees who are required to work inside the protected area of KNPS are required to complete the Plant Access Training (PAT) course before work may commence. Foreign Material Exclusion Training (FME) <i>Supplier</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>Supplier</i> employees that are required to work inside the protected area of KNPS shall complete the Human Performance Training (HPT) before work may commence. 	8 hours	<ul style="list-style-type: none"> Delivery Place Access Training (SAT) The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to the protected area of KNPS. <i>Supplier</i> employees that do not successfully complete the SAT course shall not be allowed access to the Delivery Place. Plant Access Training (PAT) <i>Supplier</i> employees that do not successfully complete the PAT course are not allowed access to the Delivery Place. <i>Supplier</i> employees required to perform work in the intake basin are required to pass the PAT Foreign Material Exclusion Training (FME) <i>Supplier</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course successfully are not allowed access to the plant Human Performance Training (HPT) <i>Supplier</i> employees that do not successfully complete the

Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
					HPT course are not allowed access to Delivery Place. <i>Supplier</i> employees required to perform work in the intake basin are required to pass the HPT course.
Induction to Working at Heights / Material Handling	X	X	<ul style="list-style-type: none"> <i>Supplier</i> employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered. 	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
Induction to Confined Space	X	X	<ul style="list-style-type: none"> <i>Supplier</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	<ul style="list-style-type: none"> <i>Supplier</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	<ul style="list-style-type: none"> <i>Supplier</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
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>Supplier</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>Purchaser</i> is responsible to indicate the work that the <i>Supplier's</i> employee will be performing on the Delivery Place. <i>Supplier</i> employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Delivery Place. The duration of this activity depends on the type of work discipline and scope and is between 4 hours and two days.
Final acceptance and Issuing permit	X	X	<ul style="list-style-type: none"> All required FFD requirements are completed successfully before final acceptance is processed and a security 	30min	

Activity Description	Purchaser	Supplier	Requirements	Planning	Additional Notes
			permit is issued by the Security Group.		

5.19.6 Exit procedure

The *Supplier* ensures that permit holders that no longer require access to the Site follow the FFD exit procedure. Failure to do so will result in the *Supplier's* employee being denied access in future.

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

5.19.7 COVID-19 Testing

Mandatory Covid-19 testing is performed on all individuals prior to them accessing the Delivery Place at the cost of the *Supplier*.

5.19.8 Medical examinations

- The following actions are required before *Supplier* leave country of origin (foreign employees):
 - All *Supplier* medicals must be done with an external service provider i.e. Occupational Health Practitioner (OHP).
 - A Pre-placement / Transfer Medical Examination form needs to be completed by OHP (See attached PDF form).
 - All *Supplier's* staff must be tested for COVID-19.
 - The *Supplier* is liable for payment of medical examinations and COVID -19 screening of staff.
- The following documents MUST be presented on appointment date:
 - Physical medical examination report
 - Occupational and medical history
 - Vision test
 - Audiogram
 - Full blood count (only for radiation workers)
 - Signed Person job specification form
 - Signed GA 14
 - Barcode FFD form
- Appointed Site representatives must book their respective employees via the FFD system.
- COVID-19 controls that must be followed:
 - Mask shall be worn at all times
 - Temperature screening must be done outside of FFD centre in the allocated location (ski-cabin), before proceeding to the Medical Centre reception desk.
 - Hand sanitisers are in place and the practicing of social distancing will be strictly adhered to.
- Medical examinations are done by *Purchaser* approved external medical practitioners. These are:

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

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

5.19.9 Security check points

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

5.19.10 Prohibited / unauthorised items on site

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

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

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

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

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

5.19.11 Vehicles and tools / equipment

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

5.20 Services & other things to be provided by *Supplier*

5.20.1 Rigging Requirements

The Supplier is responsible for all rigging and lifting requirements to implement the goods and services as stipulated in section 7.2 TRS 240-152358699 Rev 2. The Supplier's lifting and rigging should be in accordance with the standard KSA-132 (Lifting and Rigging Program).

5.20.2 Spares and Special Tools

- The *Supplier* is responsible for providing all the tools required to optimally perform the required scope of work.
- The *Supplier* supplies any spares which may be required for and during commissioning of the works
- The *Supplier* provides a recommended list of spares with each unit priced and the relevant support information as required by KAA-614 - Appendix 2], for at least fifteen years operation
- For the recommended list of spares, the *Supplier* provides the basis for spares inventory with specific reference to critical spares
- When applicable, the *Supplier* delivers spares to the Site stores and in liaison with the *Supply Manager* and supplies the data necessary for booking spares into stores.

5.21 Provision of bonds and guarantees

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

Refer to clause X13 and section C1.3.

6 Procurement

6.1 Subcontracting

6.1.1 Preferred subcontractors

All Sub-suppliers are contracted on a back-to-back basis under appropriate NEC conditions of contract and are subject to acceptance by the *Supply Manager*. Where NEC conditions of contract are not utilised, the proposed conditions of contract are submitted to the *Supply Manager* for acceptance.

6.1.2 Nuclear safety

The *Supplier* establishes and maintains vigorous oversight over its Sub-suppliers to assure adherence to this Works Information and its requirements which will ensure nuclear safety.

6.1.3 Preferred sub-Suppliers

Preference is given to South African companies as possible sub-Suppliers. Where possible, local resources are utilised. A predetermined and mutually agreed value of this contract, at the Contract Date, is attributable to Eskom Holdings Limited Classified Black Economic Enterprises (BEE) / Small Medium & Micro Enterprises (SMME) or Black Woman Owned (BWO) Enterprises. The value attributed to such enterprises is monitored by the *Supplier* and submitted to the *Supply Manager* by means of a 3-monthly statement of expenditure.

6.1.4 Limitations on subcontracting

6.1.5 Subcontract documentation, and assessment of subcontract tenders

The *Supplier* provides evidence of the selection process and criteria for each Sub-supplier appointed to assist the *Supply Manager* in his contractual acceptance (Core Clause 24.2) of the Sub-supplier. The evidence includes skills assessment (including qualifications) for Sub-supplier's staff. In the *Supplier's* submission to the *Supply Manager* in terms of Core Clause 24.2, he also includes a "control and supervision of Sub-supplier" plan for acceptance, by the *Supply Manager*.

6.1.6 Limitations on subcontracting

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

6.1.7 Cataloguing requirements by the Supplier

In order to facilitate and promote efficient cataloguing, storage, retrieval and ordering of stock/nonstock items by the *Purchaser*, the *Supplier* complies with the following requirements:

- The *Supplier* labels the goods strictly in accordance with the *Purchaser's* prescribed requirements, including the label format and content, and ensures that all information thereon is complete, accurate and correct.
- The *Supplier* provides sufficient information as required by the *Supply Manager* to facilitate the efficient and accurate cataloguing in naming, classification and numbering of stock/non-stock items, including the manufacturer's/vendor's part number (MPN) and all mandatory attributes and variables required by the *Purchaser* to suitably describe and categorise the relevant commodity.
- The *Supplier* ensures that all delivery documentation correctly references the *Purchaser's* relevant material number and goods description and that the information shown on the label matches the information on the delivery note and complies with the scope of work.
- The *Supplier* establishes and maintains a data base of the goods, purchased by the *Purchaser* in terms of this contract, which matches the *Purchaser's* purchased goods records and meets the *Purchaser's* future ordering requirements.
- The *Supplier* generally supplies all required information electronically and, on a template, provided by the *Purchaser* (including a complete and accurate electronic data input file, in the format required by the *Purchaser*, for all the materials falling within a common commodity, with a separate file being required per commodity supplied) to facilitate the efficient storage, retrieval and future ordering of spare and replacement parts.
- The *Supplier* complies with the provisions of section 5.1.7 in accordance with the Accepted Programme (or if not included in the Accepted Programme or if there is no Accepted Programme, within the time periods notified by the *Supply Manager* and in any event prior to delivery of the goods).
- Templates and other data required by the *Purchaser* to comply with the provisions of section 5.1.7. The *Supply Manager* and the *Supplier* will agree on a delivery program within seven days after signing the contract. It may be necessary to create a multiple delivery program based on the volume of items to catalogue. The *Supply Manager* and the *Supplier* will also agree on the duration within which the *Supplier* is to catalogue the items and return the information to the *Supply Manager* so that it can be

used on all documentation and labels that are used in communicating with the *Purchaser* for the purposes of delivering the goods/ or any other queries.

- Failure to comply with the provisions of section 5.1.7 (including failure to label goods strictly in accordance with the provisions of section 5.1.7, failure to complete data input files per commodity completely and accurately in all respects and strictly in accordance with the *Purchaser's* required template) is a defect and the *Supply Manager* may reject the goods in question. Unless otherwise expressly stated in writing by the *Supply Manager*, acceptance of goods does not constitute delivery or acceptance of the defect and the *Supplier* remains responsible for correcting the defect. Without limitation, the *Supplier's* failure to comply with the provisions of section 5.1.7 in any respect constitutes a failure by the *Supplier* to provide services or goods which he is to provide. The cost incurred by the *Purchaser* in having others remedy this failure is the liability of the *Supplier* and is assessed by the *Supply Manager*.
- The provisions of 5.1.7 apply in addition to all other requirements provided for elsewhere in this contract (whether in the scope of work or otherwise) and do not relieve the *Supplier* of any of the *Supplier's* other obligations or responsibilities under the contract.

6.2 Plant and Material

6.2.1 Procurement: equipment, Plant and Materials and consumables

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Compilation and submittal of manufacturing quality plans to the <i>Supply Manager</i> for indication of hold and witness points and approval.		X	<ul style="list-style-type: none"> Manufacturing quality plans are in accordance with the <i>Purchaser</i> Quality Requirements. 	In accordance with Accepted Programme	Not applicable to third party "off the shelf" Equipment, Plant and Materials.
Manufacturing Quality plans to be submitted to the <i>Purchaser's</i> PQE and QA/QC sections for indication of <i>Purchaser's</i> hold and witness points.	X		<ul style="list-style-type: none"> Indication of <i>Purchaser's</i> requisite "hold" and "witness" points and acceptance. 	Within 4 weeks of receipt of notification.	

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Manufacturing and procurement of Equipment, Plant and Materials.		X	<ul style="list-style-type: none"> In accordance with the requirements of the applicable codes, standards, and quality requirements of the accepted design. For long lead items, which require to be purchased prior to acceptance of the Installation Design, the <i>Supplier</i> obtains <i>Purchaser's</i> acceptance prior to placement of such orders and include such items in the Programme. 	In accordance with Accepted Programme	
Notification of <i>Purchaser's</i> hold and witness points.		X	<ul style="list-style-type: none"> Notification to <i>Supply Manager</i> 	Local – 1 week Foreign – 2 weeks	
Equipment, Plant and Materials packaging.		X	<ul style="list-style-type: none"> In accordance with the requirements of the applicable codes, standards, and quality requirements of the accepted design. An itemised detailed packing list must be compiled for each shipment and sent to the <i>Purchaser</i> electronically in advance. The packing list must be made up using the following columns: <ul style="list-style-type: none"> Tracking devices & numbers for GPS Box number Item number Quantity Equipment Description SAP 45 Order No Storage Level 	In accordance with Accepted Programme	

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Preparation of Equipment, Plant and Materials for shipment (Packaging/Crating).		X	<ul style="list-style-type: none"> Any items brought onto Site must be packaged in such a manner as to prevent damage during transportation and degradation due to environmental effects. Each crate must be identified with a label stating: <ul style="list-style-type: none"> Project Title Koeberg Operating Unit Attention: The Supervisor [specify name and tel. number] Purchasers' modification number SAP 45 Order No Storage requirements Inside the crate each box must be identified in accordance with the packing list. Items in the box to have all relevant documentation and certificates. 	In accordance with Accepted Programme	
Notification of shipment to be performed.		X	<ul style="list-style-type: none"> The Supplier formally sends the following information to the Supply Manager: <ul style="list-style-type: none"> Shipping Agent Name Description of items to be shipped Value of shipment Weight of shipment Port of shipment The vessel/flight name The departure dates The arrival date 	In accordance with Accepted Programme	

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Transportation to storage facility and subsequent transportation to the point of implementation (including all related rigging and lifting Equipment and activities).		X	<ul style="list-style-type: none"> Incoterms: Delivered Duties Paid (where applicable). 	In accordance with Accepted Programme	Allow 2 weeks for customs clearance in South Africa (where applicable).
Provision of Equipment, Plant and Materials QADP's for customs clearance and receipt inspections.		X	<ul style="list-style-type: none"> The <i>Supplier</i> provides with each shipment a summary sheet which contains: <ul style="list-style-type: none"> the bill of material for the shipment, a description of the Equipment and the total price for each item on the bill. The summary sheet also reflects the contract reference number and the name of the <i>Supply Manager</i>. 	In accordance with Accepted Programme	Individual items are marked in accordance with the Contract and Works Information.
Unpacking on Site		X	<ul style="list-style-type: none"> The <i>Supplier</i> coordinates this activity. Crate opening to be witnessed by the <i>Supervisor</i> 	In accordance with Accepted Programme	

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Verification of Equipment, Plant and Materials to specification and preparation for marking by the <i>Supply Manager</i>		X	<ul style="list-style-type: none"> Upon delivery, the <i>Supplier</i> prepares such Plant, Materials and Equipment that are identified for payment in the <i>activity schedule</i>, for the <i>Supervisor</i> to mark. As part of preparation for marking (where applicable and as directed by the <i>Supply Manager</i>) the <i>Supplier</i> shows title of such Plant, Materials and Equipment to the <i>Supervisor</i>. Demonstration by the <i>Supplier</i> of such title is a prerequisite to marking and payment. Preparation for marking includes: <ul style="list-style-type: none"> Marking for the attention of the <i>Supply Manager</i> Item Number – corresponding to that on the packing list Bill of Material number The contract number and title SAP 45 Order number Level of storage requirements Shelf life 	Notification 4 weeks prior to delivery to the Delivery Place	

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Receipt inspection / acceptance of Equipment, Plant and Materials.	X		<ul style="list-style-type: none"> Surveillance report supplied by <i>Purchaser</i> PQA (Project Quality Assurance). The <i>Supplier</i> provides the <i>Purchaser's</i> PQE staff with the bill of material reference number(s) of the Equipment, Plant and Materials inspected – these are to be included on the surveillance report. The <i>Supplier</i> ensures that the applicable surveillance report number is referenced in the “As-Built” BOM for traceability reasons. The surveillance report numbers are used as index for all QADPs submitted with Equipment, Plant and Materials and are transmitted to the <i>Supply Manager</i> as part of the End of Implementation Reports. 	1 day duration	The <i>Supply Manager</i> marks the Equipment, Plant and Materials after preparation for marking by the <i>Supplier</i> .
Procurement of all consumables		X	<ul style="list-style-type: none"> All consumables such as grinding discs, marking pens, dye penetrant, developer etc. used directly for the <i>works</i> are CRACK compliant in accordance with DSG-317-094 	In accordance with Accepted Programme	

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Conclusion	X	X	<ul style="list-style-type: none"> This activity group is complete upon issuing of the "Surveillance Report" by the Purchaser. 	In accordance with Accepted Programme	Deliverables: <ul style="list-style-type: none"> Manufacturing Quality Plans Packing Lists All Equipment, Plant and Materials and consumables with applicable quality assurance data packages and associated surveillance reports.

6.2.2 Procurement: Storage of equipment, Plant and Materials

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Provision of plans for laydown areas and conservation requirements for storage.		X		Notification 6 months prior to delivery to Site	
Arrange storage space and notify <i>Supplier</i> of storage available.		X	<ul style="list-style-type: none"> <i>Supplier</i> to arrange storage until Unit 2 installation. 	Within 6 weeks of receipt of notification	
Notify <i>Supply Manager</i> if storage space not suitable.		X		Within 2 weeks from <i>Purchaser's</i> response	To allow sufficient time for the <i>Purchaser</i> to arrange alternative facility.
Provision of suitable Storage Area		X		In accordance with Accepted Programme	
Moving of equipment, Plant and Materials and related support services (i.e., rigging) to and from receipt inspection area, storage facility, laydown areas and Site.		X		In accordance with Accepted Programme	
Tracking and control of equipment, Plant and Materials.		X		In accordance with Accepted Programme	

Activity description	Supply Manager	Supplier	Requirements	Planning	Additional notes
Conclusion	X	X	<ul style="list-style-type: none"> This activity group is complete upon agreement of a suitable storage area. 	In accordance with Accepted Programme	Deliverables: <ul style="list-style-type: none"> Laydown plans Allocated storage areas

7 List of drawings

7.1 Drawings issued by the *Purchaser*

The drawings are limited to the list in the TRS 240-152358699 Revision 1

8 Appendices

- Appendix 1 - TRS 240-152358699 Rev 2
- Appendix 2 – 238-103 Rev 2: Supplier Quality General Requirements
- Appendix 3 – 238-210- Rev 2 - Supplier, Quality Management, Product and Works Information
- Appendix 4 – SD&L Compliance Matrix

C3.2 *SUPPLIER'S* GOODS INFORMATION

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

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

Typical sub-headings could be:

- a. *Supplier's* transformer design documents,
- b. Test procedures i.e., FAT, commissioning, maintenance procedures, etc
- c. Plant and Material specification
- d. Other

This section could also be compiled as a separate file.

PART 4: DELIVERY PLACE INFORMATION

Document reference	Title	No of pages
C4	This cover page	1
	Delivery Place Information	
	Total number of pages	

PART 4: DELIVERY PLACE INFORMATION

1. Topographical

1.1. Location of the Delivery Place

in the Southwestern Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to Koeberg is indicated on the R27. Koeberg is approximately 30 km north of Cape Town and the approximate co-ordinates are 33°40. 7'S and 18° 26.1'E.

After the turn off, the access route follows the main road to Koeberg. The Construction Site is denoted on Appendix 9.1.

1.2. Security check points of the Delivery Place

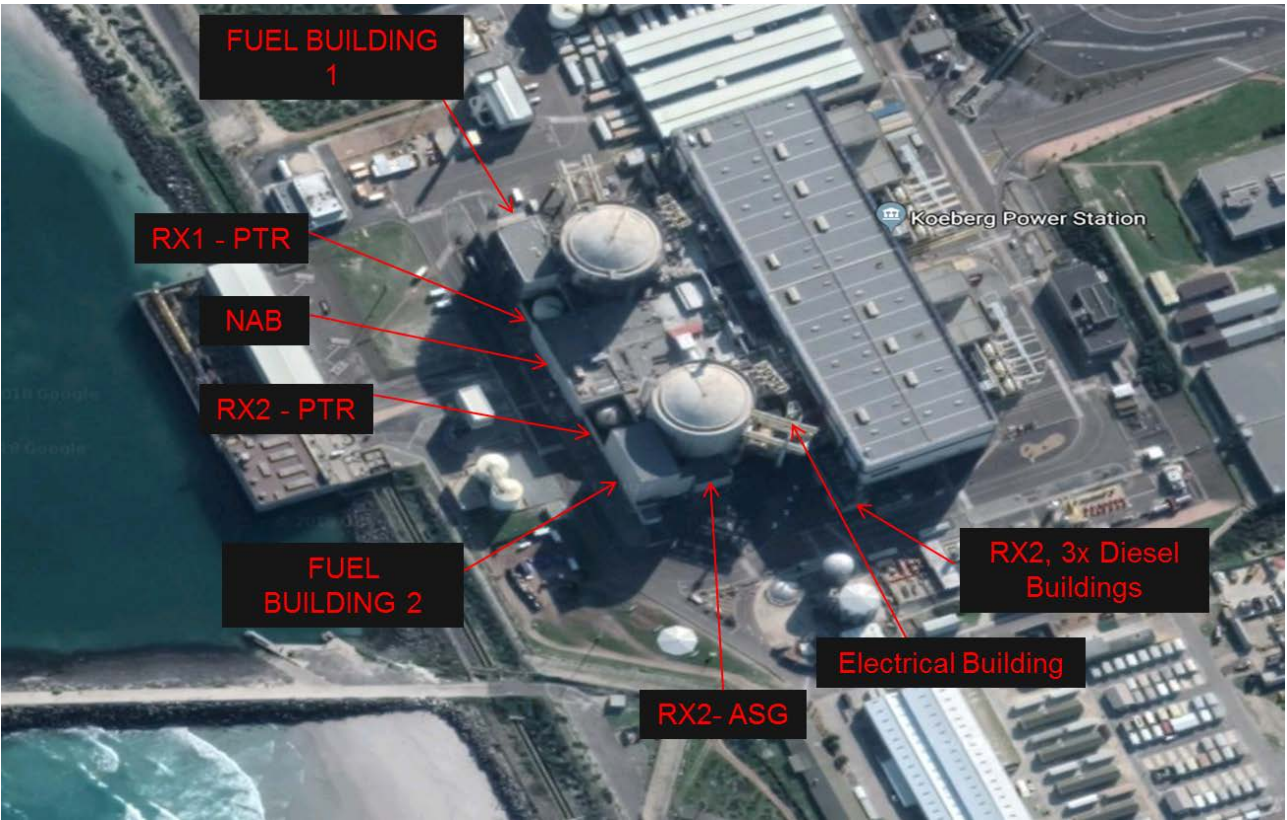
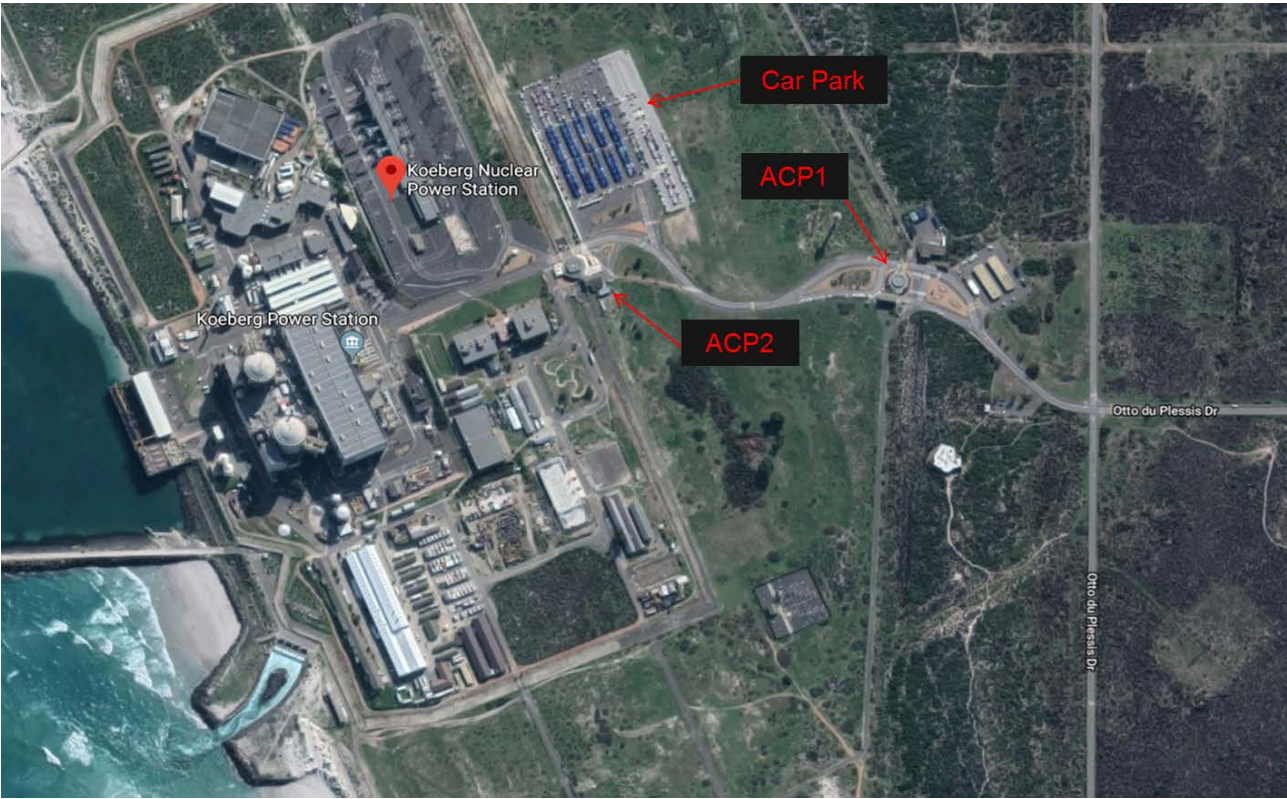
Prior to access to Site, there are two PEB security check points, viz, at the entrance from the R27 and at the entrance from Duynfontein. Security access is through Access Control Points (ACP) 1 and 2.

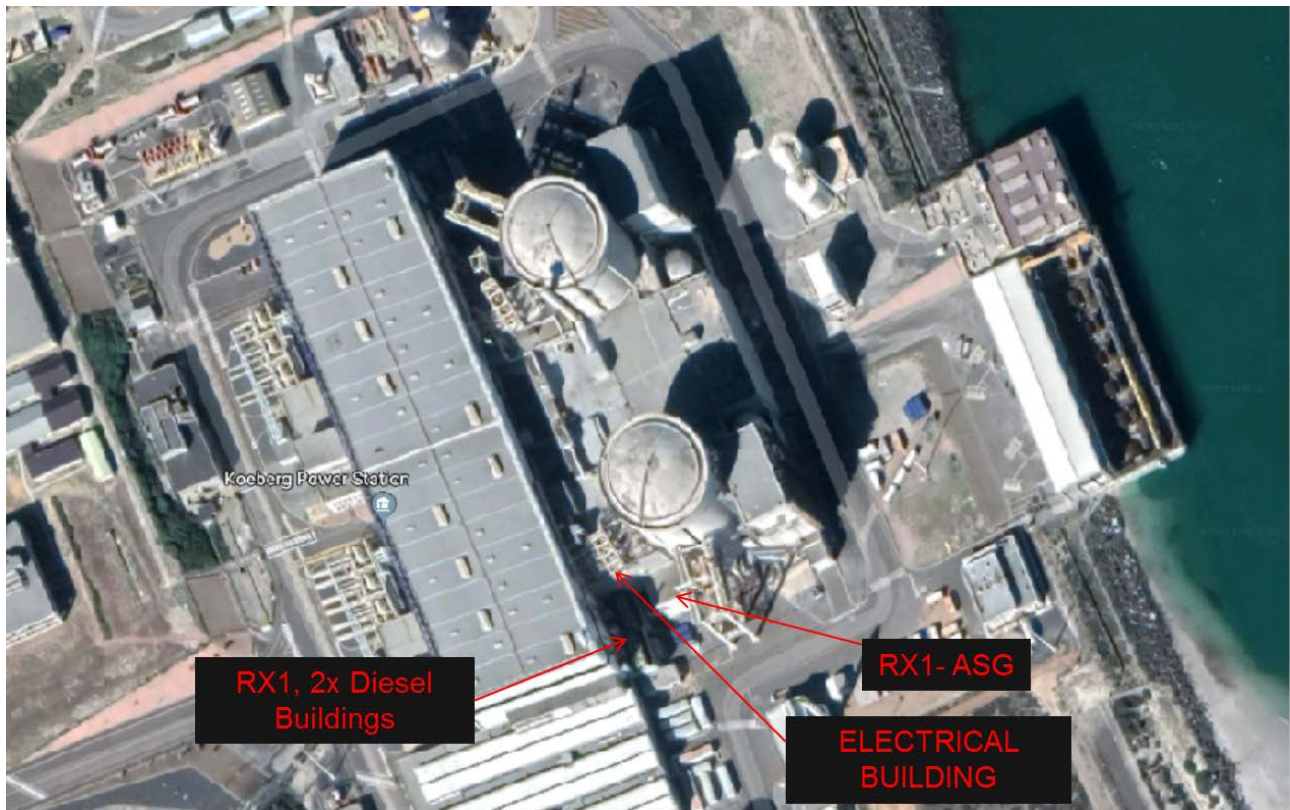
Personnel entering the Site are to be in possession of their Identity Document (ID) for verification. New personnel are to report to the ACP1 Office for administration and record update.

No cameras, firearm, cell phone and sharp objects shall be allowed to enter Site.

1.3. Existing buildings, structures, and plant & machinery on the Delivery Place







1.4. Hidden services

The *Supplier* shall take all the necessary precautions to protect existing plant equipment and infrastructure in the vicinity of the Delivery Place. The *Supplier* shall be responsible for any damage caused to existing plant equipment and infrastructure which may occur during execution of the works. All damages shall be brought to Eskom's attention prior to the implementation of any repairs.