



## NEC3 Term Service Contract (TSC3)

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

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

for **CONTAINMENT MONITORING SYSTEM (EAU  
SYSTEM) REFURBISHMENT OF PENDULUMS AND  
INVAR WIRES ON UNIT 1 & 2 REACTOR BUILDING  
AT KOEBERG OPERATING UNIT**

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

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**CONTRACT No. [Insert at award stage]**



Q2/L2 Service

2023-08-10

## PART C1: AGREEMENTS & CONTRACT DATA

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

### C1.1 Form of Offer & Acceptance

#### Offer

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

#### **CONTAINMENT MONITORING SYSTEM (EAU SYSTEM) REFURBISHMENT OF PENDULUMS AND INVAR WIRES ON UNIT 1 & 2 REACTOR BUILDING AT KOEBERG OPERATING UNIT**

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	<b>R [•]</b>
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Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

.....  
(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

.....

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Mr. Mahesh Valaitham

Capacity

General Manager Acting: Koeberg Nuclear  
Power Station

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Mr. Mahesh Valaitham

Capacity \_\_\_\_\_

General Manager Acting: Koeberg Nuclear Power Station

On behalf of *(Insert name and address of organisation)*

*(Insert name and address of organisation)*  
Eskom Holdings SOC Ltd Koeberg Nuclear Power Station R27 off West Coast Road Melkbosstrand Republic of South Africa, 7441

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X13: Performance Bond</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>+27 11 800 8111</b>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

	Fax No.	<b>+27 11 800 4299</b>
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	<b>Koeberg Nuclear Power Station, R27 Off West Coast Road, Melkbosstrand, Republic of South Africa, 7441</b>
	Tel	[•]
	Fax	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	<b>Koeberg Nuclear Power Station</b>
11.2(13)	the <i>service</i> is	<b>Containment Monitoring System (EAU System) Refurbishment of Pendulums and Invar Wires on Unit 1 &amp; 2 Reactor Building at Koeberg Operating Unit</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Matters as identified in Early Warnings Minutes of Early Warning and Risk Reduction meetings Any other matters as agreed by the parties</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	[•]
30.1	The <i>service period</i> is	<b>18 months</b>
<b>4</b>	<b>Testing and defects</b>	<b>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</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25<sup>th</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>

51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands 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	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	No data is required for this section of the conditions of contract.
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks As per Task Order.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	The referring Party selects 2 (two) persons from the panel of NEC Adjudicators set up by the ICE-SA Division (or its successor body) of

		<p>the South African Institution (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 1 (one) of the 2 (two) nominees to be the Adjudicator within 4 (four) days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p>						
	Address	[•]						
	Tel No.	[•]						
	Fax No.	[•]						
	e-mail	[•]						
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.						
W1.4(2)	The <i>tribunal</i> is:	arbitration						
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.						
	The place where arbitration is to be held is	[•] Cape Town, South Africa						
	The person or organisation who will choose an arbitrator							
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee						
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.						
<b>12</b>	<b>Data for secondary Option clauses</b>							
X1	Price adjustment for inflation	The rates are to be fixed for the first 12 months from the base date.						
X1.1	The <i>base date</i> for indices is	One month prior to the tender closing date.						
	Fomula1. The proportions used to calculate the Price Adjustment Factor for Labour only Activities are:	<table border="1"> <tr> <td>proportion</td> <td>linked to index for</td> <td>Index prepared by</td> </tr> <tr> <td>0.15</td> <td>Fixed</td> <td>N/A</td> </tr> </table>	proportion	linked to index for	Index prepared by	0.15	Fixed	N/A
proportion	linked to index for	Index prepared by						
0.15	Fixed	N/A						

		0.85	C3	SEIFSA Index   Actual Labour Cost
		1.00		
	Formula 2 The proportions used to calculate the Price Adjustment Factor for the works activities are:	proportion	linked to index for	Index prepared by
		0.15	Fixed	N/A
		0.30	C3  Actual Labour Cost	SEIFSA Index
		0.30	Statistics SA   PPI Selected Final and Intermediate Manufacture d Goods-Basic Iron and steel	SEIFSA Index
		0.25	Statistics SA   PPI Selected Final and Intermediate Manufacture d Goods-General and purpose made machinery	SEIFSA Index
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X13	Performance bond			
X13.1	The amount of the performance bond is	10% of the Total of the Prices of the Task Orders issued, where applicable.		

<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</b></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.</b> <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>7 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	
		<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

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

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

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

## **Z4 Confidentiality**

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

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

**Z8 Notifying compensation events**

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

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

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**Z9            *Employer's limitation of liability***

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

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

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

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

**Z11            *Ethics***

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

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

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

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

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

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

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

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

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

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

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

found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

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

**Z12 Insurance**

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

**Insurance cover 83**

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

**INSURANCE TABLE A**

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

Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
---------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------

**Z 12.2 Replace core clause 86 with the following:**

**Insurance by the Employer**

86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## Z14 Asbestos

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

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

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

**Notes to a tendering contractor:**

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

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

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

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Responsibilities:

Qualifications:

Experience:

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

<b>A</b>	<b>Priced contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is <b>R</b>
<b>C</b>	<b>Target contract with price list</b>
11.2(12)	The <i>price list</i> is in
11.2(20)	The tendered total of the Prices is <b>R</b>
<b>E</b>	<b>Cost reimbursable contract</b>
11.2(12)	The <i>price list</i> is in

## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

***[Note to contract compiler:***

***Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]***

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

Option X4: Parent company guarantee  
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Service Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

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

## Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

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

Date:

Dear Sirs,

### Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd**

(the *Employer*) and

**{Insert registered name and address of the Contractor}**

(the *Contractor*), for

**{Insert details of the works from the Contract Data}**

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*  
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)


## 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 Guarantee)

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

Reference No. [●] [Drafting Note:  
Bank reference  
number to be inserted]

Date:

Dear Sirs

Performance **Bond – Demand Guarantee:** [Drafting Note: Name of Contractor to be inserted]

Project [ ] Contract Reference: ..... [Drafting Note: Contractor contract reference number to be inserted]

---

1. In this Guarantee the following words and expressions shall have the following meanings:-
  - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
  - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
  - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
  - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
  - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
  - 1.6 “Expiry Date” - means the earlier of
    - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
    - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
  - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
  - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, 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 Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom 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:
  - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;
  - 3.2 state the amount claimed (“the Demand Amount”);

- 3.3 state that the Demand Amount is payable to Eskom 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:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 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:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 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 Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor 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 Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 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.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

For and behalf of the Bank

Bank Signatory: \_\_\_\_\_ Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

Bank's seal or stamp

## **PART 2: PRICING DATA**

### **TSC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### 1. How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none"><li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li></ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### 2. Function of the Price List

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

### 3. Link to the *Contractor's* plan

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

### 4. Preparing the *price list*

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

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

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

#### **4.1. Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

### Price List 1 Lump Sum Deliverables

Item no.	Description	Unit of measure	Amount	CPA formula applicable, as per Clause X1
1.1	Fitness For Duty complete for all employees	Sum		Formula 1
1.2	Mobilization	Sum		Formula 2
1.3	Perform as found measurements, readings, detail condition assessment, alignment checks and initial report	Sum		Formula 1
1.4	Other Services	Sum		Formula 2
1.5	Supply calibration equipment, services and calibration certificates for the EAU system.	Sum		Formula 2
1.6	Final Report	Sum		Formula 1

### Price List 2 Schedule of rates for as and when required bases post assessment.

Item no.	Description	Unit of measure	Rate	CPA formula applicable
2.1	Realignment of Invar & Pendulum wire (Where replacement of Invar wire is not required)	Per/ Invar and pendulum		Formula 2
2.2	Refurbishment/replacement of the shuttering boxes.	Per/invar and pendulum wire		Formula 2
2.3	Supply & Replacement of invar wire	Per/ invar wire		Formula 2
2.4	Supply & Replacement of Pendulums	Per/ pendulum		Formula 2

### Price List 3: Rates for basic scope

Item no.	Designation of staff member	Rate per hour excluding VAT	CPA formula applicable
1	Chief Civil Engineer		Formula 1
2	Survey Specialist		Formula 1
3	Abseiler		Formula 1
4	Project Manager		Formula 1
5	Engineer		Formula 1
7	Snr. Technician		Formula 1

## PART 3: SCOPE OF WORK

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

### C3.1: EMPLOYER'S SERVICE INFORMATION

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## 1 Description of the service

The service is the Refurbishment of Pendulums and Invar Wires on Unit 1 & 2 reactor Buildings at Koeberg Operating Unit. Furthermore, Supply calibration equipment, services and calibration certificates for the EAU system.

The Employer's objectives for the service include security of supply, receiving exceptional performance at fair value pricing, mutual trust, commitment to common goals and an understanding of each party's expectations and values.

### 1.1 Executive overview

The Containment structures at Koeberg Nuclear Power Station are equipped with monitoring equipment, similar to those installed on the containment structures of the reference station, Tricastin Nuclear Power Plant, in France.

Each containment structure is equipped with four observation stations, which is located on the external perimeter of the containment structure at the -6.7 meter level, approximately 90° apart. Each observation station consists of a vertical invar wire and three pendulums.

The vertical invar wires are fixed to steel anchor brackets that are fixed at +45.37 meter level to the containment structure. The vertical invar wires are protected from the elements by ducts. The vertical invar wires are used to measure the vertical deformation of the containment structures.

Each Vertical Invar Wire station consists of:

- Mounting box
- Vertical ducts
- Reference pin and ruler
- Vertical invar wire

The pendulums are fixed to steel anchor brackets that are fixed at +10, +26 and 42 meter level to the containment structure. The pendulums are protected from the elements by ducts. The pendulums are used to measure the horizontal deformation of the containment structures. Each pendulum consists of:

- Mounting box
- Vertical ducts
- Measuring Table
- Pendulum wire

Civil inspection reports have revealed defects noted on the Invar and Pendulums wire stations for both Unit 1 and Unit 2 containment building. The defects include but not limited to water leaks, unrealistic increase in diameter at different levels on the pendulums stations, draft of wind at the invar wire conduits, pendulums wire off-centre relative to the centre of their conduits.

### 1.2 Employer's requirements for the service

The Contractor is to perform a detailed assessment of the condition of the Unit 1 & 2 Containment building Invar and Pendulum wires equipment and compile a report for submission to the Employer. Further to this, the Contractor is to reinstate the vertical invar wires and pendulums on Unit 1 and 2 at KNPS.

The work is to be performed in accordance with documentation provided in section 6 unless the Contractor is aware of improved techniques or method statements specified by EDF. The Contractor may propose these techniques or method statements as an alternative to the Technical Specification provided in section 6. However, these alternative techniques or method statements offered by the Contractor would have to be reviewed and approved by KNPS before reinstating of the vertical invar wires and pendulums.

The work is to include, based on the detailed assessment report and if necessary, inter alia;

#### 1.2.1 **Realignment of Invar & Pendulum wire (Where replacement of Invar and pendulum wire is not required)**

- Perform assessment on the wires to conclude if it is necessary to replace the entire wire.
- Perform alignment of ducts
- Alignment of the sighting tables for the pendulums
- Supplying and securing the required weights for the pendulums and vertical invar wires.
- Check pipe joints and reseal.
- Check all brackets for U-bolt sagging

- Perform measurement after realignment.

#### **1.2.2 Refurbishment/replacement of the shuttering boxes**

- Removal of the existing shuttering boxes from the tops of all the pendulums and vertical invar wire stations.
- Removal of the existing shuttering brackets from the tops of all the pendulums and vertical invar wire stations.
- Replacement of the shuttering boxes.
- Provide moisture-collecting chemicals in the shuttering boxes.
- Sealing of the shuttering boxes to prevent ingress of moisture
- Modification of the new stainless steel anchor bracket.
- Replacement of the new stainless steel anchor brackets to the top of both the pendulums and vertical invar wire stations.

#### **1.2.3 Supply & Replacement of invar wire**

- Removal of the existing carbon steel duct support brackets.
- Replacement of the new stainless steel duct support brackets.
- Alignment of the ducts.
- Installation of the new vertical invar wires.
- Securing of the new vertical invar wires
- Supplying and securing the required weights for the vertical invar wires.
- Installation of the new reading scales to the bottom of the vertical invar wires.
- Removal of all existing reference scales from the containment structures.
- Installation of new reference scale on the containment structure.

#### **1.2.4 Supply & Replacement of Pendulums**

- Removal of the existing carbon steel duct support brackets.
- Replacement of the new stainless steel duct support brackets.
- Alignment of the ducts.
- Installation of the new pendulums.
- Securing of the new pendulums
- Reinstating of the sighting tables for the pendulums, which include inter alia sighting points, cursor, left and right scale.
- Alignment of the sighting tables for the pendulums
- Removal of all existing reference scales from the containment structures.
- Installation of new reference scale on the containment structure.

#### **1.2.5 Calibration equipment, services and calibration certificates for the EAU system**

- Supply calibration equipment, services and calibration certificates for the EAU system as per KBA 09A1C 02 086 & KBA 09A1C 02 087 provided in section 6.

#### **1.2.6 Other Services**

- The Supplier will be responsible for quality check and approval on the filling of the existing drums with water and top-up with oil which will be executed by the Employer.
- Perform measurement after completion of refurbishment of the invar and pendulums wires.
- Perform verification checks to show that the work has been correctly performed. The Supplier is to be responsible for any defects arising after the completion of the scope within 12 months.
- The Supplier is to provide the Employer with drawings and documentation used for the reinstating of the vertical invar wires and pendulums.
- The Supplier is to supply all the documentation, equipment, material, access and labour

necessary to reinstate the vertical invar wires and pendulums on units 1 and 2 at Koeberg Nuclear Power Station.

- The Supplier is to supply a quality programme for each phase on the reinstatement of the pendulums and vertical invar wire on units 1 and 2 at Koeberg Nuclear Power Station.
- The Supplier is to provide a report detailing the work undertaken. Furthermore, Datasheets of the materials installed and photographs of initial and final condition of the equipment.
- The time between the pre and post-installation readings shall be minimized as far as reasonably possible for each individual wire (invar wire and pendulum).
- All specialist Supplier's CV shall be submitted to Eskom for Acceptance.
- All inspectors measuring the pre and post-installation readings shall be Authorized by the Responsible Engineer.
- The Supplier is to provide the Employer with training and job shadowing during the execution of the works.

### 1.3 Interpretation and terminology

#### 1.3.1 Terminology

Term	Definition
<b>Action of the Service Manager:</b>	The actions the <i>Service Manager</i> has to perform in fulfilling their express duties, under the ECC.
<b>Anchor Brackets</b>	Components that provide secure fixing points on the containment structure
<b>Chief Civil Engineer</b>	A senior professional who oversees and manages the design, planning, and execution of civil engineering projects within an organization. They also ensure these projects meet required specifications, budgets, and regulations while leading and coordinating the civil engineering team.
<b>Classification</b>	Generic term encompassing safety, seismic, quality, environmental, importance and management system level or the process of assigning these <i>Designations</i>
<b>Confidential</b>	the classification given to information that may be used by malicious/opposing/hostile elements to harm the objectives and functions of Eskom Holdings Limited.
<b>Construction Health and Safety Agent:</b>	A competent person who acts as a representative for the <i>Contractor</i> in managing health and safety on a construction project for the <i>Contractor</i> and who has satisfied the registration criteria of the South African Council for the Project and Construction Management Professions (SACPCMP) to perform the required functions.
<b>Containment Structure</b>	A robust building used to contain the nuclear reactor and associated components
<b>Contractor</b>	The <i>Contractor</i> appointed to perform the procurement, manufacturing, installation, commissioning, dismantling and removal of the activities as stipulated in this document, but also in the <i>Design</i> compiled by the <i>Designer</i>
<b>Datasheets</b>	Documents that provide characteristics, specifications, and technical details of an item or product
<b>Design</b>	The process of devising a system, component, or process to meet the <i>Employer's</i> requirements, as specified in the Scope of Work. It is a decision-making process, in which the basic science, mathematics and engineering sciences are applied to meet the objective for the works.
<b>Designer</b>	Professionally registered personnel in terms of the Engineering Professions Act no.46 of 2000 appointed by the <i>Contractor</i> to perform the <i>Design</i> activities required by this specification

<b>Ducts</b>	Conduits that protect the invar wires and pendulums from environmental elements
<b>Employer</b>	Eskom Holdings SOC Ltd
<b>Employer appointed Meteorologist</b>	A third-party Meteorologist perform or supplying services on behalf of the <i>Employer</i>
<b>Include:</b>	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".
<b>Including:</b>	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".
<b>Invar Wire</b>	A type of wire made from Invar, an alloy known for its unique low thermal expansion properties
<b>Level 1 Programme</b>	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.
<b>Level 2 Programme</b>	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.
<b>Level 3 Programme</b>	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).
<b>Level 4 Programme</b>	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 <i>Design</i> , procurement and/or a commissioning etc.
<b>Level 5 Programme</b>	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.
<b>Non-Outage:</b>	When the power station unit is operational.
<b>Observation Stations</b>	Locations set up on the containment structure equipped with devices to monitor the structural integrity
<b>Others:</b>	<p>The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the services is suited for its <i>Designated</i> purpose as stated in the Scope of Work.</p> <ul style="list-style-type: none"> <li>• National Nuclear Regulator (NNR),</li> <li>• Project Manager's Authorised Inspection Agency (AIA),</li> <li>• <i>Employer's</i> consultants and</li> <li>• Consultants.</li> </ul> <p>The list is updated, by the Service Manager, each time a third parties contract is placed by the <i>Employer</i> or when Others change.</p>
<b>Outage:</b>	When the power station unit is shut down for maintenance and refuelling.
<b>Pendulums</b>	Weighted objects suspended from a pivot, used to measure horizontal deformation
<b>Physical conditions</b>	Referred under Core Clause 60.1(12) means natural physical conditions and man-made and other physical obstructions and pollutants, which the

	<i>Contractor</i> encounters at the Site when executing the works, e.g. sub-surface, hydro-logical conditions, etc., but excluding weather conditions.
<b>Reading Scales</b>	Measurement tools attached to the vertical invar wires
<b>Reference Scale</b>	Standard measurement tool used for comparison in scientific experiments or operations
<b>Reinstating</b>	The process of restoring or putting back into a previous position or state
<b>Requirement</b>	A condition or capability needed by a user to solve a problem or achieve an objective.
<b>Shall, Should, May:</b>	“Shall” is used to denote a requirement, “Should” a recommendation and “May” to denote permission in <i>Employer’s</i> Scope of Work and <i>Employer</i> relevant specifications.
<b>Shuttering Boxes</b>	<b>Also known as formwork, used to contain and shape concrete until it hardens</b>
<b>Takeover:</b>	Process of transfer of responsibility for all or part of a project or its deliverables to the <i>Service Manager</i> from the <i>Contractor</i> .
<b>Technical Lead :</b>	The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the works is suited for its <i>Designated</i> purpose as stated in the Scope of Work.
<b>The Regulator</b>	The National Nuclear Regulator
<b>Trigramme:</b>	The <i>Employer’s</i> labelling system that consists of a unit number followed by three alphabetic characters identifying a system, followed by a three-digit number, followed by two letters (trigramme) indicating a component.

### 1.3.2 Abbreviations

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ACP	Access Control Point
ALARA	As Low as Reasonably Achievable
CAP	Corrective Action Programme
CIDB	Construction Industry Development Board
COC	Certificate of Compliance
COID	Compensation in the case of Disablement
CR	Condition Report
CSC	Construction Status Certificate
DCRAF	Document Comment / Review / Authorisation Form
ECC	Engineering and Construction Contract
EIA	Environmental Impact Assessment
HP	Human Performance
HPO	Human Performance Officer

HPT	Human Performance Training
HPR	Human Performance Representative
ISO	International Standard Organisation
NAB	Nuclear Auxiliary Building
NKP	National Key Point
NNR	National Nuclear Regulator
NRM	Nuclear Related Modifications
KNPS	Koeberg Nuclear Power Station
KORC	Koeberg Operations Review Committee
LAN	Local Access Network
OHSA	Occupational Health and Safety Act, Act 85 of 1993
PAT	Plant Access Training (Course)
pdf	Portable Document Format (Adobe Acrobat)
PID	Public Information Document
PPE	Personal Protective Equipment
PSA	Probabilistic Safety Assessments
QA	Quality Assurance.
QADP	Quality Assurance Data Package
QCP	Quality Control Plans
SACPCMP	South African Council for Project and Construction Management Professions
SANS	South African National Standards
SAT	Systematic Approach to Training / Site Acceptance Test
SD&L	<i>Contractor</i> Development and Localisation
SHE	Safety, Health and Environment
TAF	Temporary Alteration Form

## 2 Management strategy and start up.

### 2.1 Management meetings

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

#### 2.1.1 Meetings of a specialist nature

Interval	Location	Attendance by:
Adhoc	Any	<i>Employer's personnel, the Service Manager, the Contractor and Others as required</i>
Meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties, the nature, and the progress of the <i>service</i> .		

#### 2.1.2 "Tabletop" meetings

Interval	Location	Attendance by:
Adhoc	Any	<i>Employer's personnel, the Service Manager, the Contractor and Others as required</i>
To manage the occupancy of the Working Areas during implementation, the <i>Contractor</i> attends the "Tabletop" meetings with the <i>Employer's</i> Outage representative in order to discuss area workload and to integrate and schedule the <i>Contractor's</i> activities as such as to allow sufficient space for implementation.		

#### 2.1.3 Post implementation meeting for feedback and review

Interval	Location	Attendance by:
Post unit implementation	KOU	<i>Service Manager, Contractor Senior Manager (not the Contractor's project manager), Contractor's project manager, Employer's personnel, Others as required</i>
The post implementation meeting is held between the <i>Service Manager, Contractor</i> senior management, Outage control centre management and other line groups, to report on implementation issues and reviews. Share lessons learnt in order to ensure smooth implementation on the next implementation phase.		

All meetings are recorded using minutes or a register prepared and circulated by the person who convened the meeting. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

Such minutes or register is not used for the purpose of confirming actions, early warning, 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. Confirmation of contract communications during operational meetings will, however, be considered as formal acknowledgement of receipt of a contract communication.

## **2.2 Contractor's management, supervision and key people**

The *Contractor* shall supply the *Employer* with the organogram indicating the hierarchy of dedicated and appointed project personnel with their lines of authority / communication.

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

The *Contractor*, in and about the Provision of the *Services*, provides evidence of skills assessment (including qualifications) for its entire staff. *Contractor* Service Manager, Safety Officer and supervisors are required to present SAQA approved certificates (or equivalent), for the position that they fulfil. The *Contractor's* Service Manager is trained on the NEC TSC3 prior the *access date*.

### **2.2.1 People restrictions on Site; hours of Services, conduct and records**

#### **2.2.1.1 People**

The *Employer's* standard for management and control of supplemental *Service* at KOU is document in KSA-119 Rev 2.

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

The *Contractor*, in and about the Provision of the *Services*, provides evidence of skills assessment (including qualifications) for its entire staff. *Contractor* Service Manager, Safety officer and supervisors are required to present SAQA approved certificates (or equivalent) and proof of registration with the relevant professional bodies such as ECSA and SACPCMP, for the position that they fulfil. The *Contractor's* Service Manager is trained on the NEC ECC3 prior the *access date*. Any personnel that do not meet the panel requirements will have their access to site revoked.

The *Contractor* ensures that the *Contractor's* employees are reasonably fluent in the language of the contract. The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its *Contractors* and sub-*Contractors* or their employees who may be involved.

#### **2.2.1.2 Supervision**

The South African Construction Regulations require the *Contractor* to appoint a full-time competent employee to supervise the performance of construction *Services*. The *Contractor* (as principal *Contractor* in terms of the OHSA Construction Regulations) therefore appoints, in writing, a competent full time construction supervisor and where required an assistant supervisor, clearly stipulating all duties relating to the supervision of the particular project.

The *Contractor's* construction supervisor must be registered as a professional construction manager in terms of the Project and Construction Management Act, 48 of 2000

The *Contractor* may appoint additional people (assistant construction supervisor) to assist the construction supervisor to perform certain of his functions, but this does not relieve the construction supervisor of his or her responsibilities under the regulations. If the *Contractor* has not appointed additional people to assist the construction supervisor, and an inspector determines that the construction supervisor needs assistance, he can instruct the *Contractor* to do so, at no additional cost to the *Employer*.

No *Services* may be performed, by the *Contractor*, unless in the presence of the *Contractor's* construction supervisor or assistant construction supervisor.

The *Contractor's* construction supervisor and assistant construction supervisor shall be fully conversant with the contents of the *Contractor's* health and safety plan including the following and shall stop any or all *Services* which is not in line with these provisions:

- Risk Assessments,
- Method Statements,
- Safety, Health and Environmental Plan,
- Environmental Management Plan, and
- Fall protection Plan.

#### 2.2.1.3 Key personnel

The *Contractor* ensures that all key personnel requiring access to Site meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar *Services*. Where required, these staff members also meet such requirements as the National Nuclear Regulator may stipulate from time to time.

The *Contractor* provides orientation and technical training for all key personnel requiring access to Site in accordance with the requirements of the *Employer's* Industrial Safety Programme, and, in general, the whole framework of plant rules (as applicable) and regulations which may be in force at the *Employer's* Site from time to time, which is available on request.

The following are considered key persons by the *Employer*, and the *Contractor* submits a brief CV with associated records of qualification and related experience at the Contract Date:

- *Contractor's* Service Manager
- *Contractor's* planner
- *Design* engineer
- Construction and installation supervisor(s)
- Health and safety representative
- Human performance officer

#### 2.2.1.4 Emergency mustering, accountability and evacuation

Due to the nature of the Site, the *Contractor* is required to have full accountability of personnel at all times. It is therefore required that the *Contractor* has and maintains a current status and accountability list of all his personnel on Site. The accountability list is handed to the Service Manager each time a change occurs.

The *Contractor* ensures that his site representative takes full responsibility for this requirement and that he and his personnel are fully conversant with the mustering requirements as detailed in the *Employer's* procedure [ ].

#### 2.2.1.5 Site hours

Employer working hours are 24 hours a day, 7 days a week during outage periods. Normal working hours during non-outage periods are:

- Mon-Thu: 07h30 – 16h35
- Fri: 07h30 – 13h35

The *Contractor* takes due cognisance of the *Employer's* working hours whilst Providing the Service and performs regular reporting of person hours worked on a monthly basis to the Service Manager.

## 2.3 Provision of bonds and guarantees

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

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

## 2.4 Documentation control

### 2.4.1 Documentation and record management

All documentation produced by the *Contractor* complies with the latest *Employer's* guide as communicated per Task Order.

The *Contractor* is required to keep all his records up to date. All legislative requirements, such as those prescribed by the Construction Regulations Act, OHS Act and copies of all applicable procedures and specifications (Section 13), is maintained and kept neatly on *site*.

All documentation that forms part of the Scope is supplied to the *Employer* by the *Contractor* and forms part of the services for which the *Contractor* has been compensated.

The *Employer* reserves the right to issue the *Contractor's* design/drawings/reports/QADP to Others for purposes of maintenance, Construction, spares, verifications, modifications in future or any other purposes required by the *Employer*. The *Employer* has total rights to use the *Contractor's* designs as the *Employer* requires.

All reports and documents submitted to the *Employer* should be provided in electronic format. Electronic copies of text files shall be in 'doc', 'pdf' and all drawings in 'DGN' format.

The *Contractor* notes that all drawings and other documentation supplied to the *Employer* become the property of the *Employer* upon final transfer. The *Contractor* disclaims upfront whether the use of his Intellectual Property is required to carry out services, for which case the *Employer* has permission to use the information forming part of the services without incurring any royalties.

The *Contractor* is required to, unless not specified, provide the service controller with a quotation per job request, based on the plant location, type, operating and cold face temperature, time of performance and material type used. He will further be required to confirm the area, material requirements and constraints, if any, as correct.

The *Contractor* will receive a duly authorized Task Order (SAP 45), consisting of one or a selection of activities, for a specific period.

Each *Work Order*, once the location was inspected by *Contractor*, and the area and material selection are approved and agreed between the parties, is accompanied by a "remove" or "replace" Job card. The Job cards are loaded and printed by the *Contractor* from the *Employer's* on-site Job Card management system and packages prepared.

At each assessment date, the Parties provide each other with a summary of all approved and completed activities during the applicable period. The *Contractor* reconciles these summaries against his own summary of work, meet with the *Service Manager* to discuss and resolve any disputes regarding payment, agree on the corrections required, and provide a Tax invoice for the same amount as the *agreed* summary after successful assessment of the amount due for payment.

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 *Employer*, the *Contractor* provides, in addition to the electronic submission, one hardcopy version of the document.

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

conforms to the *Employer's* drawing standard,  
KBA 0000 G00 1000 Revision Z2.

The *Contractor* requests sequential drawing and document numbers from the *Employer* (where applicable). All new drawings are handed to the *Employer* 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 *Contractor* identifies and provides the update requests for affected drawings, documents, and procedures. The *Contractor* corrects all identified documentation / configuration anomalies required to implement the *service* and notify the *Service Manager* of any other.

#### **2.4.2 Documentation to be provided by the Employer**

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

The *Employer* provides access to all available Affected Property documentation required for Providing the *Service*. Original component related design base information does not all reside with the *Employer*. In cases where such information is required and not available, the *Contractor* reverse engineers the basis as part of the *service*.

The *Contractor* provides a list of persons that require authorisation, by the *Service Manager*, for requesting copies of Affected Property documentation. The *Service Manager* only authorises the relevant personnel once the *Contractor* has signed the Confidentiality and Non-Disclosure Agreement.

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

## **2.5 Invoicing and payment**

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

The *Contractor* shall address the tax invoice to

\_\_\_\_\_ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

## **2.6 Contract change management**

For compensation events to be implemented, the Employer requires the Contractor to sign a compensation event register form. For any payments required as a result of the compensation event, the Contractor 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 Employer to load the associated costs onto its SAP system.

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

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

## **2.8 Insurance provided by the Employer**

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

## **2.9 Training workshops and technology transfer**

Training is to be provided in accordance with the requirements stated below:

### **2.9.1 Training workshops and technology transfer**

The Contractor assists the Employer in the skills development of the Employer's personnel by accommodating such personnel, as mutually agreed, in the offices of the Contractor for the purposes of gaining an understanding of the system/technology.

If in the opinion of the Contractor the existing skills of the Employer's personnel can be utilised to the benefit of the contract, this can be mutually arranged. Additional costs will be for acceptance by the Service Manager prior to it being incurred, as part of the TSC Compensation event procedure.

All Contractors performing tasks to complete the service attend a once off, Plant Induction Training (PIT) course for approximately one day. The Contractor makes the necessary arrangements for access training. The Contractor may be required to present workshops and other training to the Employer's personnel and preferred subContractor. The Service Manager specifies his expectation in each applicable Task Order.

### **2.9.2 Fitness for duty management**

The *Contractor* adheres to the *Employer's* procedure re. Fitness for duty requirements for vendors and *Contractors* who are required to perform *Services* inside the owner controlled areas of KNPS (335-68). This document is not applicable to visitors. Accesses for visitors are dealt with in [37].

The objective of the *Employer's* FFD programme is to provide reasonable assurance that the *Contractor'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 *Employer's* FFD process is *Designed* to only allow the *Contractor's* employees to perform *Services* 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 *Services* they have been appointed for;
- Have valid *Services* permits ;
- Have completed the security background verification process;
- Have the qualifications required for the task;
- Have the minimum plant access training required to *Services* on site;
- Have been declared competent and authorised to perform the *Services* they have been appointed for;

- Have received specific training required for the *Services* they will be required to perform; and
- Have signed a non-disclosure agreement to protect the *Employer's* Information, they come in contact with.

### 2.9.3 FFD requirements before registration takes place

Information the *Contractor's* employee must supply

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

Forms that the *Contractor's* employee must sign

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

Activities to be performed before the *Contractor's* arrival at the Site.

	Activity Description	Service Manager	<i>Contractor</i>	Requirements	Planning	Additional notes
•	Recruitment & Selection		X	•	<i>Contractor's</i> own planning	
•	ID Document		X	Proof of identification is required before that the <i>Contractor's</i> employee is allowed to register on the FFD system.	<i>Contractor'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"> <li>• South African Identification Book issued by the Department of Home Affairs. (Green ID) or</li> <li>• Valid Official Passport or</li> <li>• Valid Temporary Identification Document issued by the Department of Home Affairs.</li> </ul>
•	Proof of Residential Address		X	Proof of residential address is required before	<i>Contractor's</i> own planning	The proof may not be older than 3 months when the <i>Contractor's</i> employee

				that the <i>Contractor's</i> employee is allowed to register on the FFD system.		is enrolled on the FFD system.
	<ul style="list-style-type: none"> <li>CV and Qualifications</li> </ul>		X	Authenticated qualifications to be presented before registration takes place	<i>Contractor's</i> own planning	<ul style="list-style-type: none"> <li>CVs of <i>Contractor</i> employees are included in the documents where this is required by the procedure.</li> <li>The <i>Contractor's</i> employees must be in possession of his/her CV when he/she arrives on site to start the FFD process.</li> <li>The <i>Contractor</i> is required to verify the authenticity of the qualifications that is required for the <i>Services</i> that is to be performed on Site. The <i>Employer</i> retains the right to verify any tertiary qualification that an applicant is required to have to <i>Services</i> in a specific discipline.</li> <li>The <i>Contractor</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system.</li> <li>Persons not in possession of the qualifications required by the <i>Employer</i> are not considered for employment by the <i>Contractor</i> (in</li> </ul>

						that particular discipline).
	<ul style="list-style-type: none"> <li>• Criminal History</li> </ul>		X	Assessment of criminal history	Contractor's own planning	<ul style="list-style-type: none"> <li>• Terminate Process Hold Point</li> <li>• The criminal history of an applicant shall be assessed before access to the Site is considered.</li> <li>• SA citizens obtain their criminal history reports from the South African Police (SAPS). The report may not be older than 3 months when the Contractor's employee is enrolled on the FFD system. This service is also available from the Employer's Security section. South African applicants are required to give their consent to the Employer to obtain the relevant information from the SAPS.</li> <li>• 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.</li> <li>• Persons with a criminal background that</li> </ul>

						<p>is deemed to be a security risk to the Site are not to be considered for employment by the <i>Contractor</i>.</p> <ul style="list-style-type: none"> <li>The <i>Contractor's</i> employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process.</li> </ul>
	<ul style="list-style-type: none"> <li>Complete Man Job Spec Form</li> </ul>	X	X	Contractor to complete with Service Manager	Contractor's own planning	<ul style="list-style-type: none"> <li>The <i>Contractor</i> ensures that an occupational health services job specification form is completed, in conjunction with the Service Manager ; for each of his employees and all signatures are obtained before the health assessment is arranged.</li> <li>These forms are obtainable from the <i>Employer</i> at Koeberg. The form identifies the <i>Services</i> scope, the occupational hazards that the <i>Contractor's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks.</li> <li>The <i>Contractor's</i> employee will be in possession of the completed and signed occupational health services job specification</li> </ul>

						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	Contractor's own planning	<ul style="list-style-type: none"> <li>• Terminate Process Hold Point</li> <li>• Contractor 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 Contractor.</li> <li>• Persons with positive drug tests will not be allowed to register for the FFD process.</li> <li>• The Contractor's employees must be in possession of the drug test results when he/she arrives on site to start the FFD process.</li> </ul>
	• Health Assessment		X	Medical examination to be presented before registration takes place	Contractor's own planning	<ul style="list-style-type: none"> <li>• Terminate Process Hold Point</li> <li>• The Contractor ensures that all his employees complete a health assessment before they arrive on site to start the FFD process. The occupational health services job specification form is required by the occupational health practitioner for the health assessment.</li> <li>• Applicants that are not</li> </ul>

						<p>declared fit to do the <i>Services</i> specified in the occupational health services job specification form are not allowed to register on the FFD system.</p> <ul style="list-style-type: none"> <li>• Health assessments are only performed by <i>Employer</i> registered Occupational Health Practitioners.</li> <li>• The health assessment report is not older than 3 months when the <i>Contractor's</i> employee is enrolled on the FFD system.</li> <li>• Persons that are not declared fit to perform the <i>Services</i> specified in the occupational health services job specification form are not be considered for employment by the <i>Contractor</i>.</li> <li>• The <i>Contractor'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.</li> </ul>
•	Services Permitt		X	Services permits to be obtained before registration takes place	Contractor's own planning	<ul style="list-style-type: none"> <li>• Terminate Process Hold Point</li> <li>• Non South African Citizens are</li> </ul>

						<p>required to be in possession of the relevant <i>Services</i> Permit as required by the Immigration Act before access is considered.</p> <ul style="list-style-type: none"> <li>• Persons not in possession of a valid <i>Services</i> permit is not be considered for employment by the <i>Contractor</i>.</li> <li>• The <i>Contractor's</i> employee must be in possession of the original <i>Services</i> permit when he/she arrives on site to start the FFD process.</li> </ul>
<ul style="list-style-type: none"> <li>• Registration on FFD System</li> </ul>	X	X			<p><i>Contractor's</i> own planning</p>	<ul style="list-style-type: none"> <li>• <i>Contractor's</i> employees are registered on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i>. This could be a <i>Contractor</i> employee, if appointed by the <i>Employer</i>. The Service Manager is responsible to arrange this activity. Registration is only performed if the <i>Contractor's</i> employee is in possession of all the documentation required for registration</li> <li>• If the <i>Contractor's</i> employee is in possession of all the required documents, the individual will be registered and</li> </ul>

						issued with a bar coded form.
	<ul style="list-style-type: none"> <li>• Training Requirements Form</li> </ul>	X	X	Service Manager and Contractor to supply	Contractor's own planning	<ul style="list-style-type: none"> <li>• The scope of each Contractor employee's Services requirements are to be assessed to identify the training and/or technical assessments that are required before Services may commence.</li> <li>• All Employer 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 Services are not allowed to continue with the FFD process and shall be required to leave the Site.</li> <li>• The Service Manager identifies any specific training needs of each individual or group of individuals (based on the planned Services scope) and ensures compliance to the training requirements identified for the specific duties before access to Site is considered.</li> <li>• The Contractor's employee must be in possession of the training requirements form when he/she</li> </ul>

						arrives on site to start the FFD process.
•	FFD Bookings	X	X		Contractor's own planning	<ul style="list-style-type: none"> <li>Contractor's employees are booked on the Employer's FFD system by a person appointed by the Employer. This could be a Contractor employee, if appointed by the Employer.</li> </ul>
•	Confined Space Training		X	Training that the Contractor's employee must complete (only if required)	Contractor's own planning	Only if required
•	Basic Rigging Training		X	Training that the Contractor's employee must complete (only if required)	Contractor's own planning	Only if required. The Contractor verifies the validity of prior learning
•	Non-Disclosure Agreement		X	All Contractor employees are required to sign a non-disclosure agreement	Contractor's own planning	<ul style="list-style-type: none"> <li>The Contractor 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 Employer at Koeberg.</li> </ul>
•	Security Permit Application	X	X	Service Manager and Contractor to supply	Contractor's own planning	<ul style="list-style-type: none"> <li>The Contractor ensures that a security permit application form is completed for each employee, before the person is registered to start the FFD process. These forms are obtainable from the Employer at Koeberg.</li> <li>It is important that the</li> </ul>

						<p>form is completed by the <i>Contractor</i> in conjunction with the Service Manager . The form identifies the security areas that the <i>Contractor's</i> employee is required to enter for the execution of the tasks.</p> <ul style="list-style-type: none"> <li>• The <i>Contractor's</i> employees must be in possession of the security permit application when he/she arrives on site to start the FFD process.</li> </ul>
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**2.10 Design and supply of Equipment**

Not applicable.

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

**2.11.1 Equipment**

Not applicable.

**2.12 Management of work done by Task Order**

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

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

The Task Order will include the following information:

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

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

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

### 3 Health and safety, the environment and quality assurance

#### 3.1 Health and safety risk management

The *Contractor* promotes a culture that is dedicated to continuously striving to enhance nuclear safety. The *Employer* defines appropriate safety objectives for the KOU, and the *Contractor* is also responsible for meeting those objectives, instilling a philosophy of personal excellence, and timely identification and resolution of safety problems.

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

The *Contractor* shall comply with the health and safety requirements provided to it by the Service Manager as included in the SHE Specification.

#### 3.2 Environmental constraints and management

The Parties shall comply with the environmental criteria and constraints.

*Employer* shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out (“LOTO”) procedures including physical LOTO or a mutually agreed upon alternative method.

*Employer* shall timely advise *Contractor* in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting *Employer's* responsibilities under this Article, *Contractor* has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

If, in *Contractor's* reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperilled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, *Contractor* may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event.

*Employer* shall reasonably assist in any such evacuation.

Operation of *Employer's* equipment is the responsibility of *Employer*. *Employer* shall not require or permit *Contractor's* personnel to operate *Employer's* equipment at Site.

*Employer* will make its Site medical facilities and resources available to *Contractor* personnel who need medical attention.

*Contractor* has no responsibility or liability for the pre-existing condition of *Employer's* equipment or the Site. Prior to *Contractor* starting any work at Site, *Employer* will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about *Employer's* equipment or the Site that *Contractor* may encounter while performing under this Contract. *Employer* shall disclose to *Contractor* industrial hygiene and environmental monitoring data regarding conditions that may affect *Contractor's* work or personnel at the Site. *Employer* shall keep *Contractor* informed of changes in any such conditions.

*Contractor* shall notify *Employer* if *Contractor* becomes aware of: (i) conditions at the Site differing materially from those disclosed by *Employer*, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in *Contractor's* cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

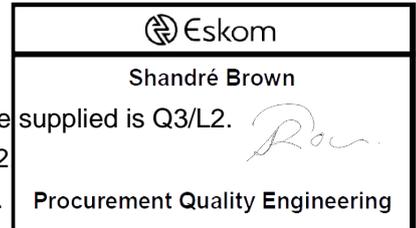
If *Contractor* encounters Hazardous Materials in *Employer's* equipment or at the Site that require special handling or disposal, *Contractor* is not obligated to continue work affected by the hazardous conditions. In such an event, *Employer* shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that *Contractor's* work under the Contract may safely proceed, and *Contractor* shall be entitled

to an equitable adjustment of the price and schedule to compensate for any increase in *Contractor's* cost of, or time required for, performance of any part of the work. *Employer* shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of *Contractor's* work at the Site.

*Employer* shall indemnify *Contractor* for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about *Employer's* equipment or the Site prior to the commencement of *Contractor's* work, (ii) improperly handled or disposed of by *Employer* or *Employer's* employees, agents, *Contractors* or sub*Contractors*, or (iii) brought, generated, produced or released on Site by parties other than *Contractor*.

### 3.3 Quality assurance requirements

The engineering classification assigned to the service is Q2/L2 and the items to be supplied is Q3/L2. The *Contractor* complies with the quality requirements of DSG 318-087 Revision 2. The *Contractor's* Quality Management System shall be certified to ISO9001:2015.



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

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

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

The duly authorised representative of the *Employer* and *Employer's* appointed personnel are offered access to the *Contractor* and its *Subcontractors* generated documentation at reasonable times to monitor compliance with QA requirements.

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

*Contractor's* authorisation of personnel (including *Subcontractor* personnel), applied for providing the *services*, is made available to the *Service Manager* on request.

### 3.4 Quality Control Plans

The *Contractor* is requested to execute the activities in accordance with QCP's, the *Contractor* is to ensure that the QCP consists of the following as a minimum and is reviewed and accepted by the *Service Manager* and the *Contractor* prior to the commencement of work.

A cover page that includes and makes provision for the following:

- Document unique number
- Revision number
- Page number
- Provision to incorporate all inspection report numbers
- Plant/system worked on
- High level description of work execution

Provision for review and acceptance signatures by the *Contractor* and the *Employer*.

Provision for final release signatures by the *Contractor* and the *Employer*.

A section which includes a high-level logical sequence of work execution

A page which includes:

- a) Drawing numbers
- b) Abbreviations
- c) Records numbers

- d) Procedures numbers
- e) Reference document numbers
- f) Certificate numbers and references
- g) The work execution logic and sequence
- h) Interventions points (Hols, Witness, etc)

## 4 Procurement

### 4.1 SD&L Undertaking

#### 4.1.1 Designated sector

The *Contractor* to confirm whether designated sector materials will be applicable when manufacturing the equipment or not, in accordance with Regulation 8 Designated Sectors for Local Production and Content) of the PPPFA Regulations 2017.

#### 4.1.2 Job opportunities

The *Contractor* is requested to indicate the number of South African jobs created or retained, as a result of being awarded the contract. The *Contractor* to also provide breakdown of jobs to be created and/or retained.

#### 4.1.3 Skills Development

The *Contractor* will be encouraged to propose skills development opportunities in relation to the scope.

#### 4.1.4 National Industrial Participation Programme (NIPP) Requirement

The NIPP requirements are unknown at this stage due the estimated contract value is below the US\$5 million threshold and the 30% imported content is unknown. All tenders with an import content that is equal to or exceeds the threshold of US\$5 million, compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the Dtic before signing the contract with Eskom. *Contractor* to confirm whether the NIPP requirements will be applicable to this scope.

Procurement

## 4.2 Subcontracting

### 4.2.1 Preferred subContractors

Preference is given to South African companies as possible sub*Contractors*. Where possible, local resource 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 Owned (BO) Enterprises. The value attributed to such enterprises is monitored by the *Contractor* and submitted to the *Service Manager* by means of a 3-monthly statement of expenditure.

If sub-contracting is feasible for this scope, *Contractor* is required to submit the following:

- Mention the (i) name/s of local sub*Contractor*/s,
- (ii) their BBBEE status and attach the sub – *Contractors*' valid sworn affidavit or valid B-BBEE certificate.
- (iii) the proportion of the contract sub-contracted to them. Indicate the activities (as they appear on activity schedule) that will be outsourced to the sub*Contractors*.

### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* keeps audible records of his actions and decisions to appoint Sub*Contractors* and make available copies of his records to the *Employer* on request.

#### **4.2.3 Limitations on subcontracting**

Unless agreed, the *Employer* does not pay the *Contractor* a subcontracting fee when the *Contractor* utilise resources employed by official subsidiaries or divisions of the *Contractor* as part of the service. The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract. Any correspondence in this regard is communicated as part of applicable Task Order(s).

#### **4.2.4 Attendance on subContractors**

Not applicable.

### **4.3 Plant and Materials**

#### **4.3.1 Specifications**

The service is carried out using the *Employer's* procedures or approved *Contractor's* procedures. The *Employer's* procedures are available upon request.

#### **4.3.2 Correction of defects**

The *Contractor* warrants that the service is rendered by qualified personnel in their respective field. In the event that the services rendered by the *Contractor* are impaired due to personnel, the *Employer* informs the *Contractor* by written notice asking for the replacement of the personnel concerned. The *Contractor* replaces such personnel as soon as reasonably practicable and the cost for such replacement of personnel shall be borne by the *Contractor*.

Until the end of liability date the Service Manager and the *Contractor* notify the other of each Defect which he finds within 30 days after he becomes aware of the Defect. Before correcting the Defect, the *Contractor* submits to the Service Manager for his acceptance a method statement describing in detail how the *Contractor* intends to correct the Defect. When giving access to the *Contractor* to correct a Defect or replace defective Plant and Materials, the *Employer*:

- grants access to the *Contractor* that are reasonably similar to the access it received when last performing the applicable service;
- puts the Affected Property into a safe mutually agreed operational state which will allow the *Contractor* to correct the defect;
- does not expect the *Contractor* to perform any ancillary services which he was not originally required to perform;
- provides *Employer's* personnel, data and information which the *Employer* is obliged to provide to enable the *Contractor* to do the corrective work.

The *Contractor* keeps detailed records of all Plant and Materials purchased. The Service Manager specifies any additional requirements in each Task Order, where applicable.

#### **4.3.3 Plant & Materials provided "free issue" by the Employer**

##### **4.3.3.1 Electric power supplies**

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

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

4.3.3.2 Lighting

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

#### 4.3.3.3 Water

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

#### 4.3.3.4 Sanitary facilities

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

**4.3.3.5 Office accommodation and/or yard**

The *Contractor* is held liable for any damage to the *Contractor's* facility during the period of occupation. It is imperative that the *Contractor's* facilities checklist be verified prior to occupation and upon departure, as this remains proof of any damage to the facility, which needs to be repaired by the *Contractor*. All expenses incurred by the *Employer* in the event of having to perform repairs are at a fee that is in line with the current building tariffs and be charged for the *Contractor's* account.

**4.3.3.6 Garbage collection**

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

**4.3.3.7 Compressed air supply**

	Activity description	Service	Contractor	Requirements	Planning	Additional notes
•	Compressed air supply point	X		<ul style="list-style-type: none"> <li>Compressed air is supplied at 6 to 8 bar(g) at standard air supply points on the plant.</li> <li>All air points at the Affected Property are equipped with staubli quick connecting valves.</li> <li>The <i>Contractor</i> provides and maintains all connections and fittings (male staubli connector to be fitted to <i>Contractor's</i> equipment by the <i>Contractor</i>).</li> </ul>	N/A	The <i>Employer</i> takes no responsibility for disruptions in the supply of compressed air.
•	Air supply hoses and connectors		X	<ul style="list-style-type: none"> <li>All air hoses and connections shall be in good working order and comply with the requirements of the OH&amp;S Act.</li> </ul>	As required	

**4.3.3.8 House keeping**

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

**4.3.3.9 Personal computers**

	Activity description	Service	Contractor	Requirements	Planning	Additional notes
•	Supply of phones, faxes and computers including the microwave or radio link for connection to the external internet networks.		X	N/A	In accordance with Accepted Plan	No cellular or mobile phones are allowed on Affected Property.

**4.3.3.10 Canteen and snack bar**

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

**4.3.3.11 Telephones**

	Activity description	Service	Contractor	Requirements	Planning	Additional notes
•	Telephone and Fax account payments and LAN account payments		X	<ul style="list-style-type: none"> <li><i>Contractor</i> to provide his own communication tools and equipment</li> </ul>	As required	

**4.3.3.12 Cataloguing requirements by the Contractor**

Not applicable.

**5 Working on the Affected Property**

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

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

**5.2 People restrictions, hours of work, conduct and records**

The *Contractor* keeps records of his people working on the Affected Property, including those of his sub*Contractors*. The *Service Manager* shall have access to them at any time. During the execution of this contract, other *Contractors* may be performing work on the plant and the

*Contractor* must take due cognisance of this in planning and executing the Service.

- Timing and Planning
- Monday to Thursday: 07H30 - 16H35.

- Friday (no lunch break): 07H30 - 13H30
- Last Friday of each month: 07H30 - 12H00
- Saturdays, Sundays & Public Holidays: 8 Hours per day.

### **5.3 Health and safety facilities on the Affected Property**

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

### **5.4 Environmental controls, fauna & flora**

Not applicable.

### **5.5 Cooperating with and obtaining acceptance of Others**

The Service Manager co-ordinates the work of Others on Affected Property. The *Contractor* co-operates with and does not delay, impede or otherwise impair the work of Others.

### **5.6 Records of Contractor's Equipment**

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

### **5.7 Equipment provided by the Employer**

#### **5.7.1 Electric power supplies**

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

#### **5.7.2 Control of radioactive equipment, plant or material (as applicable)**

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

### **5.8 Site services and facilities**

#### **5.8.1 Provided by the Employer**

Listed below are services and facilities which are to be provided by the *Employer*. Access to the *Employer's* telephone network will be provided, but all outgoing calls external to the station PABX, will be charged for at Telkom rate and will be for the *Contractors* cost. The *Employer* does not guarantee continuity of electrical supply and no claims as a result of power failures will be considered.

- Electricity
- Water (excluding water used for cleaning high windows/panels) - continuity of supply not guaranteed
- Canteen Services - The canteen and snack bar are only used on a cash basis.
- Ablution Facilities
- Waste disposal sites

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

### **5.8.2 5.8.2 Provided by the Contractor**

*Contractor* to supply its own PC equipment, telephone, copy- & fax machine. The *Contractor* must ensure that the necessary vehicles are available on site to provide transportation of equipment, materials and staff. The *Contractor* on completion dismantles and clears from site all such temporary structures and services at the direction of the *Service Manager*. No such dismantling and clearance work is carried out without prior instruction from the *Service Manager*.

## **5.9 Control of noise, dust, water and waste**

The *Contractor* will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the staff or any other person working at the site. The *Employer* will make water and waste disposal available to the *Contractor*. The *Contractor* provides workers with PPE to protect against noise and dust.

## **5.10 Hook ups to existing works**

As per Task Order.

## **5.11 Tests and inspections**

### **5.11.1 Description of tests and inspections**

As per Task Order.

### **5.11.2 Materials facilities and samples for tests and inspections**

As per Task Order.

## **6 List of drawings**

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KBA0206D01014  
KBA0206D01017  
KBA1201A70010R1  
KBA1201A70014  
KBA1201A70019R2  
KBA1201A70020R2  
KBA1206C01012  
KBA1206D01007  
KBA1206D01303  
KBA1206D01304  
KBA 09A1C 02 086  
KBA 09A1C 02 087

## **6.1 Drawings issued by the Employer**

As per Task Order if applicable.

