



NEC3 Term Service Contract (TSC3)

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

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

for **Provision of Supervisory And Related Services during Project And Modification Execution at the Koeberg Operating Unit (KOU) and Atlantis Transmission Koeberg Second Supply (ATKSS) on an as and when required basis**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

1.1 Offer

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

Supervisory and related service during project and modification execution on KOU & ATKSS plant

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.

Option A	The offered total of the Prices exclusive of VAT is	As per Task Order
	Sub total	As per Task Order
	Value Added Tax @ 15% is	As per Task Order
	The offered total of the amount due inclusive of VAT is ¹	As per Task Order

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

1.2 Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Senior Manager: Nuclear Projects

**for the
Employer**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

1.3 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 _____

Capacity _____

Senior Manager:
 Nuclear Project Management (Acting)
 Koeberg Nuclear Power Station

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

Eskom Holdings SOC Ltd
 Koeberg Operating Unit
 R27 Off West Coast Road
 Melkbosstrand
 South Africa
 7441

Name & signature of witness _____

Date

.....

.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name): Address Tel No. Fax No.	<p>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</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p> <p>Frikkie Ellis</p> <p>(021) 550 5050</p>
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	<p>Lourenzo du Toit</p> <p>Private Bag X10, Kernkrag, Republic of South Africa, 7440</p> <p>(021) 550 4769</p> <p>dtoitlo@eskom.co.za</p>
11.2(2)	The Affected Property is	Areas where the <i>service</i> is performed within the boundaries of Koeberg Operating Unit and ATKSS.

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

11.2(13)	The <i>service</i> is	Supervisory and related services during project and modification execution on KOU and ATKSS plant
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Matters notified under early warning procedure • Matters that arise from risk reduction meetings
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> • Non-Outage period: two (2) weeks • Outage period: twenty-four (24) hours
2	The Contractor's main responsibilities	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
21.1	The <i>Contractor</i> submits a first plan for acceptance within	four (4) weeks after Contract Date
3	Time	
30.1	The <i>starting date</i> is.	01 January 2025
30.1	The <i>service period</i> is	48 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 24th and 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and 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 *mutatis mutandis* 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.

52.1	The expenses stated by the <i>Employer</i> . for Compensation Events are	Item	Amount
		Accommodation	Domestic hotel accommodation may not exceed one thousand four hundred rand (R1 400), inclusive of VAT, per night per person (including dinner, breakfast, and parking).
		Flights	Local flights –travel on economy class international flights – travel on economy class No business or first-class travel is allowed. At cost
		Car Hire	Group B or an equivalent class. Group B vehicles contain the following specifications: <ul style="list-style-type: none"> • 5 Doors, manual • Air conditioning • Radio / CD • Power steering • Airbags, central locking • ABS
		Airport parking charges, toll fees and taxis	At cost
		The above is in terms of:	<ul style="list-style-type: none"> • Government Gazette No.37042 dated 15 November 2013. • Treasury Regulations (published under Government Notice R225 of 15 March 2005, as amended). • Eskom’s Directive for the Implementation of the National Treasury Cost Containment Instruction and Government Gazette (Ref: 240-78635659).
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data	

7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	Refer to <i>additional condition of contract Z12</i>
80.1	These are additional <i>Employer's</i> risks	<p>1 Death of or personal injury to the <i>Employer's</i> personnel</p> <p>2 Loss of or damage to the <i>Employer's</i> existing property in excess of limits stated in Clause X18.2</p>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks, prior to the end of the assessment interval.
11	Data for Option W1	
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 the South African Institution (see www.ice-sa.org.za) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 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. If the Parties do not agree on an Adjudicator, the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is **Cape Town, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	SEIFSA Table C-3 (All hourly-paid employees)		
X1.1	The <i>base date</i> for indices is	For Labour rates 1 August 2024		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.8	People	“Consumer Price Index and percentage change according to area” for the Witwatersrand as published in the Statistical News Release, P0141 Table 7.1 of Statistics South Africa
		0.2	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The amount of the deductibles relevant		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of		
		<ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or	the total of the Prices other than for the additional excluded matters.		

in connection with this contract, other than the excluded matters, is limited to

The Contractor's total liability for the additional excluded matters is not limited.

The additional excluded matters are amounts for which the Contractor is liable under this contract for

- **loss of or damage to property (other than the Employer's property, Plant and Materials),**
- **death of or injury to a person and**
- **infringement of an intellectual property right.**

X18.5 The *end of liability date* is

7 years after the completion date of each task order.

X19 Task Order

X19.3	The amount for delay damages for late completion of the <i>service</i> is	Task Order	Description	Amount per day
		All	Issued Task-Orders	1% of the Task Order total up to a maximum of 20% of the specific Task Order.

X19.5 The *Contractor* submits a Task Order programme to the *Service Manager* within

Two (2) days of receiving the Task Order

Z The additional conditions of contract are

Z1 to Z11 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer’s* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer’s* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Add to core clause 62.3, “The *Service Manager’s* reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*.”
- Z8.2 Add to core clause 62.5, “The *Service Manager* notifies the *Contractor* if the *Employer’s* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor’s* quotation.

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

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

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

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

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

Z12 Insurance

Z_12_1 Replace core clause 83 with the following:

Insurance cover 83

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

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

INSURANCE TABLE A

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

Z __12.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

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

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including

the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

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)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is Note: <i>direct fee percentage</i> is applied to the Defined Cost of other work	%
	The <i>subcontracted fee percentage</i> is Note: <i>subcontracted fee percentage</i> is applied to the Defined Cost of subcontracted work	%
11.2(14)	The following matters will be included in the Risk Register Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.	
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:	

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

24.1 The key people are:
Please insert the name, job, responsibilities, qualifications and experience of its key people. Provide for additional key persons if necessary

Note: Ensure that the key people listed have direct involvement with the contract (not CEO, MD, ED's of company or parent company unless the individual has an active role in the contract)

1 Name:
 Job:
 Responsibilities:
 Qualifications:
 Experience:

2 Name:
 Job:
 Responsibilities:
 Qualifications:
 Experience:

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

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

C1.3 Forms of Securities

Not applicable

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Task Orders to be priced as a Lump Sum based on the normal hourly rates provided below.

Item no	Description	Min Qualifications	Minimum Experience	Hourly Rate (R) excl VAT
1	OVERSIGHT SUPERVISORY TEAM MANAGER	Built Environment Qualification / Management Certification or equivalent	5+ years' related experience	
2	OVERSIGHT SUPERVISOR MECHANICAL SNR	Mechanical / Welding Trade / IWIS / SAIW Level 1 / PSR Supervisor or equivalent / National Diploma or equivalent	10+ years' related experience / 5+ years' related experience	
3	SNR SUPERVISOR MECHANICAL/WELDING	Mechanical / Welding Trade / IWIS / SAIW Level 1 / PSR Supervisor or equivalent / National Diploma or equivalent	7+ years' related experience 4+ years' related experience	
4	SUPERVISOR MECHANICAL/WELDING	Mechanical / Welding Trade / IWIS / SAIW Level 1 / PSR Supervisor or equivalent / National Diploma or equivalent	5+ years' related experience 2+ years' related experience	
5	OVERSIGHT SUPERVISOR ELECTRICAL SNR	Electrical Trade / previously held a Wiremen's licence / PSR Supervisor or equivalent / National Diploma or equivalent	10+ years' related experience 5+ years' related experience	

Item no	Description	Min Qualifications	Minimum Experience	Hourly Rate (R) excl VAT
6	SNR SUPERVISOR ELECTRICAL	Electrical Trade / previously held a Wiremen's licence / PSR Supervisor or equivalent / National Diploma or equivalent	7+ years' related experience 4+ years' related experience	
7	SUPERVISOR ELECTRICAL	Electrical Trade / previously held a Wiremen's licence or equivalent / National Diploma or equivalent	5+ years' related experience 2+ years' related experience	
8	OVERSIGHT SNR SUPERVISOR CIVIL/STRUCTURAL (Senior Foreman)	Built Environment Qualification (Civil/Structural) / PSR Supervisor or equivalent	10+ years' related experience	
9	SNR SUPERVISOR CIVIL/STRUCTURAL (Foreman)	Built Environment Qualification (Civil/Structural) / PSR Supervisor or equivalent	7+ years' related experience	
10	SUPERVISOR CIVIL/STRUCTURAL (Junior Foreman)	Built Environment Qualification (Civil/Structural) or equivalent	5+ years' related experience	
11	GENERAL WORKER TEAM LEAD	Grade 12 or equivalent with mathematics and science preferred	5+ years' related experience	
12	GENERAL WORKER	Grade 12 or equivalent with mathematics and science preferred	2+ years' related experience	
13	CONSTRUCTION ADMINISTRATOR	Grade 12 + accredited Administration certification or equivalent	3+ years' related experience	
14	CONSTRUCTION CONTROLLER DOC	Grade 12 + computer literacy or equivalent	2+ years' related experience	

Item no	Description	Min Qualifications	Minimum Experience	Hourly Rate (R) excl VAT
15	SENIOR SUPERVISOR - SPECIALIST	the minimum qualifications will be stated in the specific task order	the minimum level of experience will be stated in the specific task order	

- "No work, no pay" applies to the *service*.
- The *Employer* does not pay for the time spent to correct a notified Defect.
- The *Contractor*, at its own expense, caters for the requirements of the Basic Conditions of Employment Act (i.e. Leave and sick leave etc.). During these periods a replacement employee, of the same qualification and skill, is provided.
- Home-work-Home travel to the Affected Properties is for the *Contractor's* employee's account.
- In some areas, additional hours (overtime) may be required to be worked by the Contractor's employees to support the outage or on a regular basis.

the following should be noted:

- 40 normal hours are required to be worked per week before overtime is applicable.
- The first 8 hours excluding meal intervals a day are paid at normal rate and the hours thereafter shall be paid at the relevant overtime rate.
- The minimum daily and weekly rest periods (as stipulated in the Basic Conditions of Employment Act or ministerial determination) must be complied with, by the *Contractor*.

Task Orders to be priced as a Lump Sum based on the overtime rates provided below.

Item no	Description	Min Qualifications	Minimum Experience	Hourly Rate x 1.5 excl VAT	Hourly Rate x 2 excl VAT
1	OVERSIGHT SUPERVISORY TEAM MANAGER	Built Environment Qualification / Management Certification or equivalent	5+ years' related experience		
2	OVERSIGHT SUPERVISOR MECHANICAL SNR	Mechanical / Welding Trade / IWIS / SAIW Level 1 / PSR Supervisor or equivalent / National Diploma or equivalent	10+ years' related experience / 5+ years' related experience		

Item no	Description	Min Qualifications	Minimum Experience	Hourly Rate x 1.5 excl VAT	Hourly Rate x 2 excl VAT
3	SNR SUPERVISOR MECHANICAL/WELDING	Mechanical / Welding Trade / IWIS / SAIW Level 1 / PSR Supervisor or equivalent / National Diploma or equivalent	7+ years' related experience 4+ years' related experience		
4	SUPERVISOR MECHANICAL//WELDING	Mechanical / Welding Trade / IWIS / SAIW Level 1 / PSR Supervisor or equivalent / National Diploma or equivalent	5+ years' related experience 2+ years' related experience		
5	OVERSIGHT SNR SUPERVISOR ELECTRICAL	Electrical Trade / previously held a Wiremen's licence / PSR Supervisor or equivalent / National Diploma or equivalent	10+ years' related experience 5+ years' related experience		
6	SNR SUPERVISOR ELECTRICAL	Electrical Trade / previously held a Wiremen's licence / PSR Supervisor or equivalent / National Diploma or equivalent	7+ years' related experience 4+ years' related experience		
7	SUPERVISOR ELECTRICAL	Electrical Trade / previously held a Wiremen's licence or equivalent / National Diploma or equivalent	5+ years' related experience 2+ years' related experience		
8	OVERSIGHT SNR SUPERVISOR CIVIL/STRUCTURAL (Senior Foreman)	Built Environment Qualification (Civil/Structural) / PSR Supervisor or equivalent	10+ years' related experience		

Item no	Description	Min Qualifications	Minimum Experience	Hourly Rate x 1.5 excl VAT	Hourly Rate x 2 excl VAT
9	SNR SUPERVISOR CIVIL/STRUCTURAL (Foreman)	Built Environment Qualification (Civil/Structural) / PSR Supervisor or equivalent	7+ years' related experience		
10	SUPERVISOR CIVIL/STRUCTURAL (Junior Foreman)	Built Environment Qualification (Civil/Structural) or equivalent	5+ years' related experience		
11	GENERAL WORKER TEAM LEAD	Grade 12 or equivalent with mathematics and science preferred	5+ years' related experience		
12	GENERAL WORKER	Grade 12 or equivalent with mathematics and science preferred	2+ years' related experience		
13	CONSTRUCTION ADMINISTRATOR	Grade 12 + accredited Administration certification or equivalent	3+ years' related experience		
14	CONSTRUCTION CONTROLLER DOC	Grade 12 + computer literacy or equivalent	2+ years' related experience		
15	SENIOR SUPERVISOR - SPECIALIST	the minimum qualifications will be stated in the specific task order	the minimum level of experience will be stated in the specific task order		

All prices will remain fixed for the first 12 months of the contract period; thereafter the prices will be subject to one annual adjustment.

PART 3: SCOPE OF WORK

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	This cover page	1
C3.1	<i>Employer's Service Information</i>	
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

The *services* comprise the provision of supervision, coordination, inspections, verifications, surveillance, documenting, monitoring, general work, support and related activities for multiple projects in the built-environment for Koeberg Operating Unit (KOU) and Atlantis Transmission Koeberg Second Supply (ATKSS), during project execution and outage activities.

1.1 Executive overview

This document outlines the requirements for the provision of Supervisory services for multiple projects within the built environment at Koeberg Operating Unit (KOU) and Atlantis Transmission Koeberg Second Supply (ATKSS). The *services* encompass supervision, coordination, inspections, verifications, surveillance, documenting, monitoring, general work, support and related activities during project execution and outage periods.

1.1.1 Service locations:

- Koeberg Operating Unit (KOU)
- Atlantis Transmission Koeberg Second Supply (ATKSS)
- Premises of other contractors, stakeholders, service providers, and suppliers

1.1.2 Key benefits:

The key benefits the *Employer* aims to derive from the *service* :

- **Enhanced site Supervision:** site Supervision ensures that all work carried out by service providers, contractors, subcontractors or vendors are managed and evaluated during the plant change processes. This requirement is fundamental to ensuring that all projects and modifications meet, project specifications, regulatory standards and do not compromise plant safety or operational integrity.
- **Increased Transparency:** Third-party oversight provides transparency and accountability throughout the project lifecycle.
- **Reduced Risk:** Proactive identification and mitigation of potential installation issues safeguard project timelines and budgets.

1.1.3 General requirements:

- **Compliance with Standards and Specifications:** The *Contractor* must ensure all work adheres to project specifications, relevant industry standards, codes, and regulations.
- **Qualifications and Experience:** The Supervisory team must possess demonstrable qualifications, craft skills and experience in performing supervision for similar projects within the built environment.
- **Quality Management System:** The *Contractor* must have a documented Quality Management System outlining their processes for planning, coordinating, executing, and documenting all worker activities.
- **Reporting and Documentation:** Timely and detailed reports documenting all worker activities, inspections, verifications, non-conformance issues, and corrective actions are essential.

1.1.4 Specific requirements (may vary depending on project details):

- **Site Supervision:** The primary responsibility of a Site Supervisor is to oversee the daily operations on the site, ensuring all work is done according to plan and upholding the highest standards of quality and safety. This requires a proactive approach to managing workers, coordinating tasks, and resolving issues that may arise during operations.
- **Defect Management:** Establish a clear process for identifying, documenting, reporting, and resolving non-conformance issues.
- **Data Management and Record Keeping:** Maintain accurate and complete records of all worker activities, including daily logs, diaries, test results, and corrective actions.
- **Communication and Coordination:** The *Contractor* must effectively communicate with the *Service Manager*, the *Employer*, contractor(s), and other stakeholders regarding worker activities and findings.

- **HSE (Health, Safety, and Environment):** Ensure all worker activities are conducted following HSE protocols and regulations.

1.2 Interpretation and terminology

1.2.1 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACP	Access Control Point
ATKSS	Atlantis Transmission Koeberg Second Supply
CSC	Construction Status Certificate
CSR	Critically Safety Related
DCIF	Document change identification form
DAP	Delivery At Place
EIA	Environmental Impact Assessment
FAT	Factory Acceptance Test
FFD	Fitness for Duty
FME	Foreign Material Exclusion
HPT	Human Performance Training
KNPS	Koeberg Nuclear Power Station
KOU	Koeberg Operating Unit
LAN	Local area network
MWe	Megawatt Electric
NEC	New Engineering Contract
NNR	National Nuclear Regulator
OBL	Outside Battery Limits
NEC	New Engineering Contract
NNR	National Nuclear Regulator
OBL	Outside Battery Limits
OCC	Outage Control centre
OPG	Operations procedure group
OH&S	Occupation Health and Safety
PPPFA	Preferential Procurement Policy Framework Act
PQA	Procurement Quality Assurance
PSA	Probabilistic Safety Assessment
PSR	Plant Safety Regulation

Abbreviation	Meaning given to the abbreviation
PTW	Permit To Work
QA	Quality Assurance
QAP	Quality Assurance Plan
QC	Quality Control
QCP	Quality Control Plan
QADP	Quality Assurance Data Package
RP	Responsible Person
SAQA	South African Qualifications Authority
SAR	Safety Analysis Report
SARB	South African Reserve Bank
SAT	Site Access Training
SCC	Safety Clearance Certificate
SD&L	Supplier Development and Localisation
SHE	Safety Health and Environment
SFT	Sanction For Test
SFP	Spent Fuel Pool
SOC	State Owned Companies
SR	Safety Related
Abbreviation	Meaning given to the abbreviation
TA	Test Application
TOI	Temporary Operating instruction
TCRs	Training Change Requests
TMG	Training Management Group
TRS	Technical Requirement Specification
TSAR	Topical Safety Analysis Report
TSC	Term Services Contract
VAT	Value Added Tax
WC	Work Centre

1.2.2 Terminology

Below are some descriptions and clarifications of terms used by the *Employer* in this document.

Term	Definition
Requirement	A condition or capability needed by a user to solve a problem or achieve an objective.
Scope of Supply:	The sum of the products, services, and results to be provided as a project.
Shall, Should, May:	“Shall” is used to denote a requirement, “Should” a recommendation and “May” to denote permission in <i>Employer’s</i> Service Information and relevant specifications.
Takeover:	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> . Typically, this takes place at the end of task order or a major part thereof.
Action of the Service Manager:	The actions the <i>Service Manager</i> has to perform in fulfilling their express duties, under the TSC.
Non-Outage:	When the power station unit is operational.
Outage:	When the power station unit is shut down for maintenance and refuelling.
Others:	<p>The provision of technical guidance, technical coordination and technical leadership to the project, to ensure the services is suited for its designated purpose as stated in the Service Information.</p> <ul style="list-style-type: none"> • The <i>Employer’s</i> contractors, • NNR, • <i>Service Manager’s</i> Authorised Inspection Agency (AIA), • <i>Employer’s</i> consultants and • consultants. <p>The list is updated, by the <i>Service Manager</i>, each time a third parties contract is placed by the <i>Employer</i> or when Others change.</p>
Include:	If “include” is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word “similar” precedes the word “include”.
Including:	If “Including” is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word “similar” precedes the word “including”.
Oversight:	the process of monitoring, observing, verifying and documenting worker activities and performance to ensure that industry and station standards are met, and that project and contract requirements are achieved.
Authorise / authority / authorisation / authorised (Plant Safety Regulations):	means permission in writing granted to perform specific duties on specified plant in terms of these regulations .
Supervision:	Means to oversee the actions of a person(s) to such an extent as to prevent any dangerous act, as far as reasonably practicable. Such a supervisor must be trained in risk assessment techniques and be able to understand the dangers / hazards associated with the Activity/Work and who has the authority to ensure that precautionary measures taken are implemented and ensures that the projects meet specified requirements and standards.

Term	Definition
Authorised Supervisor (in terms of PSR):	Means a person who has been authorised in terms of the Plant Safety Regulations to ensure that work on the plant covered by a permit to work is executed in a safe manner taking health and safety precautions into account and within the terms of these regulations.
Authorised Project Supervisor:	Means a person that meets the minimum experience who has been authorised in terms of project specific requirements. Ensuring that work on the plant covered by a permit to work is executed taking health and safety precautions into account, ensuring project quality, advancement, information accuracy and legal reference for potential disputes, delays or incidents.
Responsible person:	means a person who has been authorised in terms of plant safety regulations to be responsible for ensuring that the work on the plant covered by the permit to work be carried out and executed taking health and safety precautions into account and within the terms of the regulations.
Competent person:	means a person who has is respect of the work or task to be performed, the required knowledge, training, experience and, where applicable qualifications, specific to that work or task to be performed and who is able to recognize hazards associated with a particular task, and has the ability to mitigate those hazards.

1.3 Employer's requirements for the service

The *Contractor* executes the scope of work to protect the *Employer's* interest.

1.3.1 Supervision and coordination activities

The primary responsibility of a Site Supervisor is to oversee the daily operations on the site, ensuring all work is done according to plan and upholding the highest standards of quality and safety. This requires a proactive approach to managing workers, coordinating tasks, and resolving issues that may arise during operations. This include:

- **Installation Supervision** – the *Contractor* will oversee the actions of a person(s) to such an extent as to prevent any dangerous act, as far as reasonably practicable. Such a supervisor must be trained in risk assessment techniques and be able to understand the dangers / hazards associated with the Activity/Work and who has the authority to ensure that precautionary measures taken are implemented and ensures that the projects meet specified nuclear requirements and standards.
- **Responsible Person:** the *Contractor* will be responsible for accepting and clearing permits to work by ensuring that a person has been authorised in terms of plant safety regulations (PSR) to be responsible for ensuring that the work on the plant covered by the permit to work be carried out and executed taking health and safety precautions into account and within the terms of the regulation
- **Installation oversight:** The *Contractor* will oversee the day-to-day operations on the construction site of specific projects within the defined scope of works, ensuring compliance to the design, *Employer's* procedures and all applicable regulations.
- **Installation Management:** The *Contractor* will plan, implement, prioritise, monitor, control and document all installation activities and related processes for mechanical, electrical, instrumentation, and civil projects undertaken at KOU. These activities will be performed in accordance with the Service Information and Task Orders issued by the *Employer*.
- **Leadership:** The *Contractor* will manage construction staff, semi-skilled general workers and provide job site leadership and direction
- **Worker practices:** the *Contractor* will assess, monitor, document, and report on good and sub-standard worker practices (including radiation worker practices where applicable). Where necessary, the *Contractor* will take corrective action when sub-standard worker practices are observed.
- **Worker behaviours:** the *Contractor* will assess, monitor, document, and report on good and sub-standard worker behaviours. Where necessary, the *Contractor* will take corrective action when at risk worker behaviours are observed.

- **Observation:** The *Contractor* will assess, monitor, document and identify behaviours (ways we do work) and compare them against the desired behaviours. Observations and coaching incorporate the value of caring and the attitude of helpfulness.
- **Quality of workmanship:** the *Contractor* will assess, monitor, document, and report on the quality of workmanship. Where necessary, the *Contractor* will take corrective action when sub-standard worker practices are observed
- **Schedule adherence:** the *Contractor* will ensure that all tasks and installation activities are completed on time, leading to successful project delivery
- **Installation Coordination:** The *Contractor* will proactively coordinate all installation activities related to fabrication, asset construction, plant, materials, processes, testing, and commissioning throughout the project lifecycle.
- **Inspection and Intervention Point Coordination:** The *Contractor* will proactively coordinate all inspections and intervention activities (eg. Hold, Witness, Verification points) related to fabrication, asset construction, plant, materials, processes, testing, and commissioning throughout the project lifecycle.
- **Workflow Verification:** The *Contractor* will verify that the installation workflow follows the approved workplan sequence and all its supporting quality control documentation
- **As-built Verification:** The *Contractor* will verify as-built drawings and report on their acceptance.
- **Equipment Marking:** The *Contractor* will Check and mark materials so as to protect the *Employer's* interests.
- **Materials, Equipment, Tools and Consumables management:** the *Contractor* will order, keep stock of and manage inventory of the *Employer's* construction materials, equipment, tools and consumables to ensure a steady supply without excessive overstock.
- **Chemical Product Register Support:** Assist the *Employer* in maintaining an accurate and up-to-date chemical product (CRACK) register.
- **Hazardous location work:** Conduct supervisory activities in hazardous locations while ensuring compliance with all applicable regulations and safety protocols.
- **Work stop order:** issue "work Stop Orders" to halt work due to identified safety or quality non-conformances.
- **Communication:** The *Contractor* will act as the link between those who actually perform the construction work on a project (the construction craft workers) and those who have responsibility for the management of the project
- **Collaboration:** The *Contractor* will frequently interact with other members of the project team, both those within their company, the *Employer* and those of the general contractor, service providers, suppliers, and subcontractors, the superintendent, the project manager, and with members of the office staff.
- **Pre-job and post job briefs:** The *Contractor* will conduct and/or actively participate in pre-job and post-job briefs in accordance with the *Employer's* procedures.
- **Shift handover:** when shift work is necessary, the *Contractor* will lead shift handover meetings in accordance with the *Employer's* procedures.
- **Defect management:** The *Contractor* will implement a process to manage contractual defects and quality deficiencies to ensure that defects are effectively resolved and closed.
- **Coordinate Completion Certificates:** The *Contractor* will co-ordinate the issuance of completion certificates as required by the project e.g. [(pre and actual Construction Status Certificate (CSC) and Certificate of Compliance (CoC); Safety Clearance Certificate and Cleanliness Inspection Verification Certificate); Occupation Certificate].

1.3.1.1 Deliverables:

- The *Contractor's* deliverables are designed to ensure nuclear, industrial, and conventional safety compliance, installation quality assurance, support proactive construction management decision-making, and record-keeping. These are:
 - **Daily diary / Supervisory shift log:** This is a complete, comprehensive, chronological, and accurate record of all activities, events and developments that occurred every day at a work site. Its primary purpose is to maintain detailed, accurate records that is easily accessible to monitor progress, reinforce nuclear, industrial, conventional safety and human performance standards, and to assist

- construction managers, project managers and stakeholders make informed decisions and mitigate risks. A Daily Diary also serves as an essential legal document in case of disputes, delays, or incidents.
- **Worksite attendance records:** Maintain accurate records of employee attendance at the worksite
 - **Shift handover record:** This is a formal process that documents when one shift transfers responsibility for a process, facility or task to another shift to ensure continuity of work, safety and maintaining high nuclear standards.
 - **Inspection / verification / surveillance / observation reports:** These documents detail the findings of regular checks, audits, or monitoring activities to ensure that processes, products, or services meet specified requirements. They are crucial for identifying non-conformances and implementing corrective actions.
 - **Permit to work:** this is a written declaration on the permit to work form, signed by the appointed person and issued to the responsible person in charge of the work, informing the latter that the plant to be worked on has been isolated as detailed.
 - **Workers register:** this is a list of workers that is kept current on a register for collection under the control of a specific permit to work.
 - **Authorised Supervisor Appointment Letter:** this is a formal and legal document that authorises a third party to act on behalf of that individual (i.e Responsible Person) writing the letter.
 - **Work stop order:** A formal document issued to halt work due to identified safety or quality non-conformances.
 - **Cleanliness Inspection Verification Certificates:** detailed inspection records confirming materials, equipment, plant or location is free from foreign material intrusion.
 - **Materials, equipment, tools and consumables inventory list:** this is a list of Materials, equipment, tools and consumables used at a work site that is within the *Employer's* scope of supply for projects that the supervisor oversee's on behalf of the *Employer*

1.3.2 Compile and review workplans and project documentation

The *Contractor* compiles and/or conducts a comprehensive review of project documentation to ensure all elements align with project requirements and contribute to successful execution. This process will encompass the following activities:

- **Constructability reviews:** Conduct constructability reviews, including site walk-downs, to assess the feasibility and practicality of the design from a practical construction standpoint. Identify any potential constructability issues and recommend solutions.
- **Inspection planning alignment:** Review construction drawings to ensure they effectively guide and support planned inspection activities.
- **Workplan approval:** Supports the construction manager and project leader in compiling elements of the Work Plans, KFA-002 and obtaining approval.
- **Risk assessment reviews:** the *Contractor* will document and evaluate risks to workers' safety and health from workplace hazards. It is a systematic examination of all aspects of work that considers what could cause injury or harm and whether the hazards could be eliminated and, if not, what preventative or protective measures are, or should be, in place to control the risks.
- **Table Tops:** the *Contractor* will be required to conduct or partake in table top sessions prior to executing the works.
- **Site implementation documentation acceptance:** compile or review the installer's quality plans and support the construction manager in obtaining implementation approval
- **Permit to Work application:** Application of or review the isolation plans and permitry to work
- **Project documentation support:** Support the project document controller by handing over and maintaining the site implementation documentation which includes Work Plans, Quality Control Plans (QCP), Commissioning & testing procedures and Quality Assurance Data Package (QADP), Safety File and Incident Reports at the completion of the works
- **Notification and Work order application:** the *Contractor* will comply to the Employer's work management process by accurately completing the required documentation to apply for notifications and work orders.
- **History record completion:** the *Contractor* will complete SAP history records

1.3.2.1 Deliverables:

The *Contractor's* deliverables focus on ensuring detailed preparation, project quality, rigorous document evaluation and constructability analysis. These are:

- **Documentation review reports:** These documents outline the findings of a detailed examination of project-related documents, such as design plans, specifications, contracts, and procedures. They assess the completeness, accuracy, clarity, and compliance of these documents with project requirements and standards.
- **Constructability reviews:** These involve evaluating project plans and design specifications from a construction perspective to identify potential challenges, risks, and opportunities for improvement. The goal is to enhance efficiency, reduce costs, and improve the overall constructability of the project.
- **Table tops:** this is an interactive, discussion-based session that prepares key team members for the installation phase of the project. In this exercise, participants will review their OE, roles, procedures, the schedule and responses during a critical event while walking through example situations.
- **Work Plans:** This is a formal document that outlines how the installation phase of a project will be executed, controlled and monitored at a nuclear facility. It provides detailed information that integrates station processes, quality control standards, its associated procedures, practices, activities, action steps and testing that need to be complied with to complete the project installation.
- **Notification:** a document created on an electronic database to capture technical history applicable to a functional location, or equipment, of the Koeberg Operating Unit's system and components, which have corrective action as a result of maintenance intervention, modification or inspection and testing activities
- **Work orders:** this is a document generated by the electronic database to control, implement and record costs of maintenance, modifications, surveillances or inspection and testing on the station systems and components
- **Risk Assessments –** This refers to the process of documenting and evaluating risks to workers' safety and health from workplace hazards.
- **Construction Status Certificate:** This is a certificate issued by a competent person which indicates that the installation is correctly and safely installed according to the design and specification.
- **Safety Clearance Certificate (SCC):** This is a certificate declaring that plant or equipment is safe to energise or pressurise if new boundaries were created by the installation.
- **Certificate of Compliance (COC):** This is a certificate issued by a registered person for electrical installation in accordance with the Act.
- **SAP history report:** This document contains a detailed record of transactions and data within the SAP system related to the project or process. It serves as a historical reference for analysis, auditing, and troubleshooting
- **Quality Assurance Data Packs (QADP):** a set of documents which serve as a principal record of a repair/replacement activity, and which demonstrates that all applicable requirements have been met

1.3.3 Input on project and construction activities and expert advice/support

The *Contractor* provides the *Employer* with expert advice and support throughout the project lifecycle, encompassing the following areas:

- **Supervisory Expertise:** Offer ongoing expert advice on all installation activities during project initiation, implementation, and close-out phases.
- **Problem-Solving Support:** Assist with identifying and resolving quality issues through fault finding, troubleshooting, investigations, and providing related expert recommendations.
- **Risk Mitigation:** Proactively identify potential project installation risks and recommend effective mitigation actions.
- **Schedule Review and Recommendations:** Assessment of the installation schedule and provision of recommendations for improvement.
- **Procedure Development:** Development or refinement of installation and supervisory procedures as needed.
- **Root Cause Analysis Reports:** Support the *Employer* through investigations of installation issues and provide root cause analysis reports.
- **Health and Safety investigations:** Support the *Employer's* OH&S group with health and safety related investigations
- **Lessons Learned Integration:** Document, Analyse, Advise on incorporating lessons learned from construction activities and consult the *Employer's* Operating Experience (OE) program to enhance project supervision.
- **Corrective Action Plans:** Develop and implement corrective action plans to address identified issues.
- **Preventive Action Recommendations:** Propose measures to prevent recurrence of installation problems.

- **Best Practice Recommendations:** Recommend the implementation of best practices based on lessons learned and industry standards.
- **Risk Mitigation Plans:** Develop and implement risk mitigation strategies.
- **Supervisory Specialist report:** Analyse, assess and prepare detailed reports on findings and recommendations of a specialist nature.
- **Document Change Management:** Provide input and recommendations for required Documentation Changes (DCIFs) impacting the project.
- **Supervisory Training and Mentoring:** Conduct training sessions, mentoring and coaching for project team members on supervisory principles and techniques.
- **Oversight over activities:** provide expert oversight by monitoring, observing and documenting activities and performance to ensure that *Employer* and industry codes, standards, specifications are met and that project requirements are achieved.

1.3.3.1 Deliverables:

The *Contractor's* deliverables focus on providing supervisory specialist input through rigorous monitoring, observing, mentoring, coaching, training, assessing, evaluation and analysis. These are:

- **Input expert Data into Project Documentation** – this is input information and/or guidance provided by an expert into meetings, workshops, tabletops, documentation reviews such as procedures, workplans, quality control plans, project documentation, strategies, root cause analysis reports, risk assessments, operational experience reports, test reports etc
- **Independent Supervisory specialist report:** this is a report prepared by a subject matter expert that documents a detailed analysis/assessment and findings that provides guidance, recommendations, or solutions to project challenges.
- **Compliance record:** This is a formal declaration asserting that a specific process, product, or system adheres to relevant regulations, standards, or contractual obligations.
- **Learner Training Assessment report:** This is an assessment report of learners who attended specific training provided by the *Contractor Expert* that is of a specialist nature
- **Supervisory specialist oversight report:** this is a report documenting worker activities performed by a specialist by means of monitoring, observing and assessing performance to ensure that *Employer* and industry codes, standards, specifications are met and that project requirements are achieved.

1.3.4 Reporting and Progress Monitoring

The *Contractor* maintains a comprehensive system for reporting and monitoring project progress to ensure transparency and facilitate informed decision-making. This includes:

- **Project measurement development:** Collaborate with the *Employer* to define project-specific, measurable elements for effective tracking of installation activities and overall project progress.
- **Regular progress reporting:** Provide regular reports on project progress, highlighting key milestones achieved and potential areas requiring attention.
- **Meeting participation:** Actively participate in project and departmental meetings to share supervisory findings, offer feedback, and obtain relevant information related to assigned activities.
- **Daily progress reports:** During the construction phase, submit daily progress reports (e.g., daily diary) outlining key activities completed and any challenges encountered.
- **Monthly installation and progress reports:** Prepare and submit monthly reports summarising onsite issues, challenges, defects, progress achieved, and identified trends. These reports should categorise deficiencies to facilitate root cause analysis and recommend corrective actions for improvement.
- **Work practice monitoring:** Continuously assess, monitor, and report on good and substandard work practices observed during project execution.
-

1.3.4.1 Deliverables:

The *Contractor's* deliverables under this section primarily focus on tracking and reporting on installation activities and project progress. These are :

- **Installation tracking tools** (e.g. scaffold completion tracker): These are specific tools used to monitor and record supervisory data.

- **Look-ahead report:** This refers to a forward-looking plan or schedule that outlines upcoming work activities. It helps in anticipating potential issues and resource allocation.
- **Deviation progress monitoring report:** This report tracks any deviations from the planned project schedule or quality standards. It highlights areas where corrective actions may be required.
- **Project progress, issues, risks, mitigations, and challenges status report:** A regular update on the project's advancement, including problems, potential threats, solutions, and obstacles..
- **Trend analysis & recommendations for improvement:** Identifies patterns in project data to suggest ways to enhance efficiency and effectiveness.
- **Daily diary / Supervisory shift log:** This is a complete, comprehensive, chronological, and accurate record of all activities, events and developments that occurred every day at a work site. Its primary purpose is to maintain detailed, accurate records that is easily accessible to monitor progress, reinforce nuclear, industrial, conventional safety and human performance standards, and to assist construction managers, project managers and stakeholders make informed decisions and mitigate risks. A Daily Diary also serves as an essential legal document in case of disputes, delays, or incidents.
- **Reservation tracking list:** This is a report listing the condition or attribute of plant or equipment that in generality does not meet design requirements.
- **Radiation Protection (RP) Performance Report:** This is a consolidated radiation protection performance report detailing the status of RP activities, dose performance, issues, risks, challenges, mitigations and over the project period.

1.3.5 Semi-skilled general work

- **General Tasks:** Conduct various tasks to support the supervisor and other workers in warehouses, construction sites, and stores.
- **Barrier Control:** at times the general worker may be required to control or assist with controlling the physical movement of personnel within the security-controlled area as temporary measure (eg. entry and exit to: barricaded areas, storage areas, section of the plant where installation work is taking place, transportation lifts, when radiography is taking place, drop zones, when movement of large equipment is taking place, confined spaces etc)
- **Firewatch:** a temporary measure to ensure continuous surveillance of a building or area by authorised individuals to identify and control fire hazards.
- **Material delivery:** Assist other team members by delivering the materials, consumables, spares, equipment and tools necessary to complete projects on time.
- **Housekeeping:** Clean and maintain work areas, tools, and equipment.
- **Material handling:** Perform manual labour tasks such as digging, lifting, and carrying heavy objects.
- **Basic Rigging and Forklift operation:** Operate machinery and equipment as needed.
- **Safety compliance:** Follow safety procedures and regulations to prevent accidents and injuries.
- **Project support:** Provide support to other staff members as needed.
- **Logistics management support:** Support the supervisor in managing project logistics
- **Authorisations:** Obtain and maintain its authorisations to perform general worker tasks as required by the *Employer*

1.3.5.1 Deliverables:

The *Contractor's* deliverables under this section primarily focus on supporting team members during installation activities and reporting on progress. These are :

- **General Worker shift log:** A comprehensive, up-to-date log documenting all worker activities, inspections, findings, and corrective actions.
- **Access control register:** this is a register that controls the movement of people in and out a designated area
- **Materials, equipment, tools and consumables controls register:** this is a register that controls the movement of material, equipment, tools and consumables in and out a designated area
- **Housekeeping report:** this is a comprehensive document that includes visual aids detailing the status of housekeeping at a worksite.
- **General Task Feedback Record:** this is a written feedback provided on a general task performed that supports the team and helps with daily operations and is also recorded in the general workers shift log
- **Surveillance records:** this is a record of monitoring a particular building or area to identify or control a hazard.

- **Authorisation Certificates:** Copies of authorization certificates for *Contractor* personnel.

1.3.6 Supervisory administration and documentation management

The *Contractor* maintains a comprehensive system for managing project supervision administration and documentation to ensure proper electronic and hardcopy recordkeeping and reporting. This includes:

- **Supervisory Log Management:** Maintain a Project Supervisor Administrative Log that comprehensively records all supervisory and utility related activities, including inspections, findings, and corrective actions.
- **Shift Workers Register:** Keep a daily shift worker's register for assigned works
- **Supervisory Records Management:** File, maintain, and update all quality records electronically or in hardcopy format as required by the specific project. Provide status reports on these records as needed.
- **Project Documentation management:** Sign off and store project documentation electronically and/or in hardcopy format in accordance with project requirements.
- **Chemical Product Register Support:** Assist the *Employer* in maintaining an accurate and up-to-date chemical product (CRACK) register.
- **Reporting:** Prepare clear, concise, and informative reports, charts, and graphs to effectively communicate supervisory findings and progress.
- **Construction Phase Closeout:** Facilitate the construction phase closeout process by ensuring all quality assurance documentation is complete and aligns with the Quality Assurance Documentation Package (QADP) requirements.
- **Training and Authorisation:** All *Contractor* personnel assigned to the project must undergo the *Employer's* specific supervisory or competency based assessment training and obtain authorisations before performing *services* outlined in the Task Order.
- **Documentation release verification:** Verify design documentation (DDRs) for release approval.
- **Fitness for Duty Co-ordination:** the *Contractor* co-ordinates the FFD process and ensures that its staff is fit for duty and on-boarded to perform the service
- **Security Vetting** Undergo the *Employer's* specific training and be duly authorised to perform the services prior to starts of services. *Contractor* personnel involved in security-related modifications must successfully complete the *Employer's* vetting process.
- **Human Performance Participation:** Participate actively in the *Employer's* Human Performance programs to ensure a safe and efficient working environment.

1.3.6.1 Deliverables:

The *Contractor's* deliverables under this section primarily focus on administration and documentation to ensure proper electronic and hardcopy recordkeeping and reporting

- **Daily diary / Supervisory shift log register:** A register tracking all daily diary documents, their versions, distribution, and storage.
- **Quality Records Index:** A detailed index of all supervisory records, including storage location (electronic or hardcopy).
- **Quality Records Status Reports:** Periodic reports on the status of installation records, including completeness, accuracy, and accessibility.
- **Signed-Off Project Documentation:** All project documentation with appropriate approvals and signatures.
- **Document Control Register:** A register tracking all project documents, their versions, distribution, and storage.
- **Updated Chemical Product Register:** A maintained, and accurate record of all chemical products used on the project.
- **Installation Progress Reports:** Regular reports on worker activities, including key performance indicators and trends.
- **Supervisory Issue Reports:** Detailed reports on identified issues, root cause analysis, and corrective actions.
- **Supervisory Summary Reports:** End-of-project summary report summarizing overall installation performance.
- **Supervisory Closeout Report:** A comprehensive report confirming completion of all installation activities and documentation.
- **QADP Compliance Certificate:** A declaration that all documentation meets QADP requirements.
- **Training Records:** Documentation of supervisory training completed by all *Contractor* personnel.

- **Authorisation Certificates:** Copies of authorization certificates for *Contractor* personnel.
- **FFD Compliance Reports:** Documentation confirming that all Contractor personnel meet fitness for duty requirements.
- **Security Clearance Certificates:** Copies of security clearance certificates for *Contractor* personnel involved in security-related modifications.
- **Human Performance Program Participation Records:** Documentation of Contractor personnel's participation in Human Performance programs.
- **Time and deliverable reports:** clear, concise, and informative reports, charts, and graphs detailing the status of deliverables per *Contractor employee* pertaining to the service.
- **Document transmittals:** This is a formal exchange of documentation record.
- **Resource rosters:** A list of project personnel, their roles, and responsibilities, optimised for efficiency and cost-effectiveness.

1.3.7 Timing of the deliverables per task

TASK DESCRIPTION	DELIVERABLE	SUBMISSION TIMELINE
Supervisory team Manager Oversight	Supervisory Team oversight report	Within 7 working days or otherwise agreed upon, pending a written request to extend
	Installation tracking tools	
	Project progress, issues, risks, mitigations, and challenges status report	
	Look-ahead, Deviation progress monitoring report	
	Trend analysis & recommendations for improvement	
	Reservation tracking list	
	Radiation Protection (RP) Performance Report	
	Supervisor team Operational Experience Report	
Supervision & Co-ordination	Resource rosters focussed on high levels of efficiency, productivity and least cost	Before end of shift or otherwise agreed upon, pending a written request to extend
	Daily diary / Supervisory shift log	
	Worksite attendance records	
	Prejob/Post Job Brief	
	Shift handover record	
	Materials, equipment, tools and consumables inventory list	
	Inspection / verification / surveillance / Observation reports	
Inspection records (incl. Pre-CSC, CSC, CoC, Receipt Inspection, Work stop orders, Compliance Certificates, Defects Certificate, Cleanliness Inspection Verification Certificates)		

	Defect management report	
Responsible Person	Permit to work	In accordance with the <i>employer's</i> plant safety regulation procedures
	Workers register	In accordance with the <i>employer's</i> plant safety regulation procedures
	Authorised supervisor appointment letter	In accordance with the <i>employer's</i> plant safety regulation procedures
Reviews	Documentation review reports (DCIF)	Within 5 working days or otherwise agreed upon, pending a written request to extend
	Constructability reviews	
Supervisor Preparation	Notification	Within 10 working days or otherwise agreed upon, pending a written request to extend
	Work orders	
	Risk Assessments	
	Work Plan Elements	
Supervisor Close out	SAP history report	Within 5 working days or otherwise agreed upon, pending a written request to extend
	Quality Assurance Data Packs (QADP):	Within 10 working days or otherwise agreed upon, pending a written request to extend
	Installation Operational Experience Report	
Meetings	Input data to meetings / minutes of meetings	Input data is provided during meetings / workshops / table top / Calls/Call outs for the full duration of the activity
Workshops	Input data to Workshops / minutes of workshops	
Table tops	Input data to table tops / minutes of table tops	
Calls/Call outs	Input data to table tops / feedback record	
Supervisory Specialist input	Input expert Data into Project Documentation	
Supervisory Specialist input	Independent Supervisory specialist investigation report	Within 10 working days or otherwise agreed upon, pending a written request to extend
	Compliance record	
	Supervisory specialist oversight report	
	Supervisory specialist Documentation review reports (DCIF)	
General Tasks	General Worker shift log	Before end of shift or otherwise agreed upon,
	Access control register	

	Materials, equipment, tools and consumables controls register:	pending a written request to extend
	Housekeeping report	
	Surveillance records	
	General Task feedback record	
Investigation/Assessment	Corrective Action Program report (eg. Assessment, evaluation, root cause analysis report)	Within 10 working days or otherwise agreed upon, pending a written request to extend
Attend Training	Authorisation	Full duration of the activity
Perform Training	Learner assessment reports	Full duration of the activity
Administration	Updated and accurately stored records (electronic and hardcopy) [eg. Supervisory Log, Quality Records Index, supervisory Records Status Reports, Signed-Off Project Documentation, Document Control Register, Updated Chemical Product Register, Supervisory Progress Reports, Supervisory Issue Reports, Supervisory Summary Reports, Supervisory Closeout Report, QADP Compliance Certificate, Training Records, Authorisation Certificates, FFD Compliance Reports, Security Clearance Certificates, Human Performance Program Participation Records, Tracking tools, Time and deliverable reports, transmittals]	Before end of shift or otherwise agreed upon, pending a written request to extend
Other	Based on request	Agreed upon by <i>Service Manager</i>

The *Contractor's* deliverables will be subject to quality assurance surveillances to ensure adherence to nuclear quality standards. The *Contractor* is responsible for implementing and maintaining effective corrective actions to address any non-conformances or deviations identified during this process.

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor* shall develop a plan for the *services*.

- **Focus:** The Plan outlines the overall approach the *Contractor* will take to deliver the *services* described in the contract. It is a high-level document.
- **Content:** The Plan typically includes details like resourcing, key milestones, risk management strategies, and communication protocols.
- **Preparation:** The *Contractor* prepares the Plan based on the information provided in the "Service Information" section of the contract.
- **Acceptance:** The *Service Manager* formally accepts the Plan.

2.1.1 Contractor's Programme (Secondary Option X19)

The *Contractor* submits a detailed programme of how it intends to provide the *service* at the times directed by the *Service Manager* provided that the relevant Task Orders were raised in due time by the *Employer*.

- **Focus:** The Programme is a detailed schedule specifically for a "Task Order" issued by the *Service Manager*. A Task Order is a discrete piece of work within the broader *service*.
- **Content:** The Programme dives deeper than the Plan, outlining the specific activities, resources, and timeframe for completing the Task.
- **Preparation:** The *Contractor* prepares the Programme for each Task Order in consultation with the *Service Manager*.
- **Acceptance:** The *Service Manager* formally accepts the Programme for each Task Order.

2.1.2 The Plan / Programme

The Plan / Programme shows all the information required by Clause 3 and Option Clause X19.6 of the NEC3 TSC.

In addition, the programme shows:

- the *services* and work (programmes) of subcontractors (if any),
- interfaces between subcontractors as well as the interfaces between subcontractors and the *Contractor*,
- all Tasks defined in the task schedule,
- Delivery dates for the *services*,
- the programme's revision number.

The *Contractor* constructs networks to reflect the possible (instead of probable) sequences of activities, using resource scheduling to stagger the performance of activities into the most probable sequence. An activity not linked to any preceding or successor activities (hanging activities) is not acceptable.

Manually applied constraints such as "must start" or "must finish" fixed dates, "zero float" and other programming techniques, that can have the effect of inhibiting the programme from reacting dynamically to change, is not acceptable.

2.2 Management meetings

- The *Contractor* is required to attend progress and planning meetings as agreed between the *Contractor* and the *Service Manager*;
- The *Contractor* is required to attend table top workshops with the *Employer's* representatives and project stakeholders;

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

2.2.1 Task-order kick-off meeting

Location	Interval	Attendance by& Additional notes:
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	Activity Description	Service Manager	Contractor	Requirements	Planning	Additional notes
•	Establishing the project team	X		The <i>Service Manager</i> notifies the names of <i>Employer</i> key persons to support the <i>Contractor</i> with the Provision of the Service, in terms of the <i>Employer</i> functions.	Within 1 week after the issue of the Task Order.	At kick-off meeting with <i>Employer's</i> Org structure.
•	Notification, venue, agenda and support documentation	X		The <i>Service Manager</i> develops and notifies the agenda, venue and required support documentation for the meeting.	Within 2 weeks after the issue of the Task Order.	the <i>Employer</i> key persons to support the <i>Contractor</i> is present at the meeting.
•	Execution and Minutes	X		The <i>Service Manager</i> assumes chairmanship of the meeting, records and distributes the minutes of meeting.	Within 5 days of the meeting	
•	Conclusion	X	X	This activity is complete upon acceptance of the minutes of the kick-off meeting by both Parties.	In accordance with the Accepted Plan	Deliverable: Minutes of the kick-off meeting.

2.2.2 Risk reduction meetings

Interval	Location	Attendance by:
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Adhoc	KOU	<i>Service Manager, Employer, Contractor and Others as required</i>
<p>At the risk reduction meetings items as prescribed in TSC Core Clauses 16.2 and 16.3 are discussed. The Risk Register is updated, by the <i>Service Manager</i>, and distributed within 5 days of the meeting.</p>		

2.2.3 Implementation meeting for specific progress and feedback

Interval	Location	Attendance by:
Daily during implementation	KOU	<i>Contractor and Service Manager</i>
<p>The implementation meeting is held between the <i>Contractor</i> and <i>Service Manager's</i> implementation support team, to report on implementation progress and review any risks, issues and <i>Employer</i> actions that need to be resolved in order to ensure smooth implementation of the <i>service</i>.</p>		

2.2.4 Meetings during implementation

Interval	Location	Attendance by:
Daily during implementation	KOU	<i>Contractor</i> representative and <i>Employer</i> representatives
<p>The <i>Contractor's</i> representatives provide reports from each meeting to the <i>Employer's</i> project Construction Group. This report will cover:</p> <ul style="list-style-type: none"> • Deliverable trend reports, scheduled activities, inspections, surveillances, documentation reviews for the period identified in the meeting. • Any new supervisory related issues identified since the last report, its status and action plan for resolution. • Status and progress on previously reported installation issues. • A Look ahead for installation activities planned for the period identified in the meeting 		

2.2.5 Meetings of a specialist nature

Interval	Location	Attendance by:
Adhoc	Any	<i>Employer's</i> personnel, the <i>Service Manager</i> , the <i>Contractor</i> and Others as required
<p>Meetings of a specialist nature may be convened as specified elsewhere in this <i>Service Information</i> or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the <i>service</i>. Records of these meetings shall be submitted to the <i>Service Manager</i> by the person convening the meeting within five days of the meeting.</p>		

2.2.6 Post implementation meeting for feedback and review

Interval	Location	Attendance by:
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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 5 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.

2.3 Contractor's management, supervision and key people

2.3.1 Contractor's management and supervision

The *Contractor* is required to:

- ensure that all personnel working at the *Employer's* Affected Property understand and adhere to all prescribed rules and regulations;
- ensure that prior to the *Contractor's* staff undergo the *Employer's* specific training and/or assessments that the *Contractor's* staff has been accordingly trained, developed and assessed to confirm that they will successfully complete the *Employer's* training and assessments to become duly authorised.
- the *Contractor* is required to compile, update and maintain an organogram detailing each person and their role, inclusive of all tasks required to perform the service and submit it to the *service manager* at each time an update is required
- ensure that the *Contractor's* staff undergo a vetting process for security related modifications;
- perform *services* in hazardous locations and certify its compliance to applicable regulations;
- ensure that all work allocated is supervised for the duration of the *services*;
- perform plant walk downs (on-site or off-site) prior to, during and on completion of the *services* related to a Task Order;
- prepare and conduct daily pre-job work scope and safety briefings prior to the start of work for the duration of the *services* related to a Task Order;
- perform safety and job observations on every shift for the duration of the *services*;
- submit completed Job Observation Cards on a weekly basis to the *Employer's* representative;
- ensure that *Contractor* staff shall be qualified by means of formal technical qualifications and have sufficient related experience with work and or of a similar nature. Qualifications and experience of all staff shall be specified by the *Contractor* for each project implemented.
- supply a person / team that will be sufficiently resourced for the *services* to meet the agreed timelines as specified in the Task Order. It is also required that each individual be qualified in his / her trade. The *Employer* reserves the right to examine the certification of personnel chosen by the *Contractor*.
- Ensure that the *Contractor's* staff understand their responsibility and authority to communicate and elevate problems when assumptions, plans or conditions change or are not as expected.
- Ensure that the *Contractor's* staff understand the significance of their assigned activities and of their impact on station risk. Individuals consider the worst possible outcome and do not assume unnecessary risk even if the probability of occurrence is low.
- Ensure that the *Contractor's* staff follow the same performance standards and expectations for the conduct of work activities as those performance standards expected of station staff.

- Ensure that the *Contractor's* staff understand and use station processes for performing work activities. These processes include configuration control, foreign material exclusion, deficiency reporting, human performance tool use, and clearance and tagging.
- Where an *Employer's* authorisation is a prerequisite to perform a task, the *Contractor* will ensure that the *Contractor* and its staff understand that they can only perform tasks that they are authorised by the *Employer* to perform.
- Ensure that the *Contractor's* staff are qualified and proficient. Proficiency limitations are understood, and challenges are mitigated appropriately.
- Ensure that technical skills, proficiency and understanding of discipline-specific competencies of the *Contractor's* staff are verified and are appropriate for the tasks.
- Ensure that awareness of its personnel performance by providing ongoing oversight of their work is maintained. The contractor should promptly correct adverse behaviour and use the appropriate method or system to document problems, events, near-miss events and improvement opportunities. Frequent trending should be performed, and prompt corrective actions implemented when needed.
- Ensure that the *Contractor's* staff maintain nuclear acceptable standards for the quality of the *Contractor's* deliverables and implement, manage, and maintain effective corrective actions throughout the service to address any non-conformances or deviations identified during quality assurance surveillances of the service.
- compile, and maintain site implementation documentation which includes work plans, Quality Control Plans (QCP), project documentation and submit it for the *Employer's* review and acceptance.
- Where the *Contractor* chooses to use their own procedures the *Contractor* shall submit the procedures together with criteria used to the *Employer's* acceptance;
- Coordinate activities and co-operate with other stakeholders and service providers employed and contracted to the *Employer*.

2.3.2 Key personnel

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

During any *services* on the Affected Property, the *Contractor* ensures continuous Affected Property supervision of the *services* by its supervisors as specified by the scope of supply.

The *Contractor* provides orientation and technical training for all key personnel requiring access to the Affected Property in accordance with the requirements of the *Employer's* Radiological Safety Regulations, the *Employer's* Industrial Safety Programme, and, in general, the whole framework of plant rules (as applicable) and regulations which may be in force at the *Employer's* Affected Property 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:

- Oversight Supervisory Team Manager
- Oversight Senior Supervisor Mechanical / Welding
- Oversight Senior Supervisor Electrical
- Oversight Senior Supervisor Civil/structural
- General Worker Team Lead
- Service Provider Administrator
- Construction documentation controller

2.4 Intellectual property rights

All intellectual property rights (including, but not limited to, copyrights, patents, trademarks, trade secrets, and know-how) generated or created by the *Contractor* in connection with the *services* are deemed "works for hire" under applicable law and shall be the sole and exclusive property of the *Employer*.

The *Contractor* assigns to the *Employer*, without further consideration, all right, title, and interest in and to any intellectual property rights arising from or related to the *services*.

The *Contractor* shall promptly disclose to the *Employer* any and all intellectual property rights created or acquired by the *Contractor* in connection with the *services*. The *Contractor* shall not assert any claim or right to ownership of any intellectual property rights arising from or related to the *services*.

2.5 Provision of bonds and guarantees

Not applicable

2.6 Documentation control

2.6.1 Documentation and record management

- All documentation produced by the *Contractor* complies with the latest *Employer's* guide for technical writing - GGG-1299 Rev 0 - with date formats in accordance with ISO-8601 extended date format and measurements in metric units;
- The documents shall be compiled and formatted such that it may be easily reviewed by the *Employer* and/or a 3rd party;
- All documents shall be signed and approved by duly authorised and qualified personnel in accordance with the *Contractor's* Integrated Management System. All data and technical documents supplied to the *Employer* by the *Contractor* shall be in the English language with SI units for measurements. The data and technical documents shall be submitted in accordance with the requirements stated in this specification;
- The *Contractor* requests sequential document numbers from the *Employer* (where applicable);
- 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.
- 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;
- The *Contractor* identifies and provides the update requests for affected *Employer* drawings, documents and procedures;
- The *Contractor* corrects all identified documentation / configuration anomalies required to implement the *services* and notify the *Service Manager* of any other anomalies the *Contractor* may notice.

All documents transmitted to the *Service Manager* for review / acceptance / record / information are transmitted under cover of a formal communication.

2.6.2 Documentation to be provided by the *Employer*

- As specified in the *Employer's* requirements for the *service*, Completion of *services*. Unless otherwise specified in the Task Order
- The *Employer*, on request from the *Contractor*, provides software 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 reside with the *Employer*. In cases where such information is required, the *Contractor* notifies the *Employer* to gain access from others or 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 the Affected Property documentation;
- The *Service Manager* only authorises the relevant personnel once the *Contractor* has signed a confidentiality agreement;
- Copy requests are made in writing, to the *Service Manager*, and details the exact documentation identification numbers; and

- All documents transmitted by the *Service Manager* for review / acceptance / record / information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet.

2.6.3 Communication

- All communication is addressed to the *Service Manager*, as applicable per the TSC conditions. All communication refers to:
 - the *contract* number that is issued by the *Employer* (normally a 46000xxxxx number),
 - the title of the *contract*,
 - any previous references relating to the specific communiqué (i.e., a response to a *Service Manager's* communication),
 - the specific TSC clause under which the communication is issued;
 - whether a reply is required; and
 - a unique letter reference number.
- The unique reference numbers to be used for written correspondence between the *Service Manager* and *Contractor* and vice versa is as follows:
 - from the *Service Manager* to the *Contractor*: 46000..... Z/E/C 0xxx; and from the *Contractor* to the *Service Manager*: 46000.... C/E 0xxx
 - with Z referring to the following categories:
 - Z = C for letters associated with TSC clause 5, 6 or 9
 - Z = R for letters not associated with TSC clause 5, 6 or 9
 - Z= EW for letters associated with TSC Clause 16.
 - and xxx referring to the next sequential letter number.

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

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

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

2.6.4 Document review process

To maintain the project schedule, the following document comment and review cycle shall be established:

- The *Service Manager* shall have 15 working days to review the initial documents that the *Contractors* submitted, utilising suitably qualified and experienced individuals, and to issue all comments on a consolidated Document Comment and Resolution Form (DCRF) to the *Contractor*.
- The *Contractor* shall have 10 working days to analyse the *Service Manager's* DCRF and submit his responses to the comments on the DCRF.
- The *Contractor* and *Service Manager* shall endeavour to agree and close out all comments on the DCRF within 10 working days.
- The *Contractor* shall have 5 working days to issue the revised document in final status addressing and incorporating the agreed upon comments.
- The *Service Manager* shall have 5 working days to formally accept the final status document.

2.7 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* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 10(4)(C), is adhered to. Adherence by the *Contractor* to this requirement is applicable since 1 June 2004. No payment will be made on tax invoices not fully meeting this requirement.

The *Contractor* shall address the tax invoice to:

The Accounts Payable Section
Koeberg Nuclear Power Station
Private Bag X10
Kernkrag
7440
South Africa

and include on each invoice the following information:

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

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

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

All invoices must be emailed in **.pdf** format to Invoiceseskomlocal@eskom.co.za

Supplier statements must be emailed to Statementseskom@eskom.co.za

For any payment enquiries, please contact Eskom Finance Shared Service call centre on (011) 800 5060 or e-mail FSS@eskom.co.za

2.7.1 Assessments

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

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

2.7.2 Records and Forecasting of expenses and time changes

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

Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Contractor* and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the *services* rendered which shall be cross-referenced to deliverables rendered. In addition, the *Contractor* shall provide proof of how he is managing his staff working remotely. The records of hours shall indicate the Task Order Manager to whom *services* were delivered. The *Service Manager* shall review all time sheets during assessment and the *Contractor* shall obtain signed timesheets and assessment documentation from the Task Order Manager and submit the assessment package to the *Service Manager* for processing.

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

2.7.3 Compensation events

Concurrent delay

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

2.7.3.1 Mitigation of delay

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

2.7.3.2 Quotation

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

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

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.

It is specifically stated that the *Employer* will not accept any forecasted payments relating to “compensation event acceptance”. Simply stated, the *Employer* will assess only the actual Defined Cost of the work already done on the compensation event in each assessment interval.

2.8 Contract change management

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

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

2.9 Records of Defined Cost to be kept by the Contractor

The *Contractor* keeps detailed records, for presentation to and inspection by the *Service Manager*, for task order assessments and compensation events.

2.10 Insurance provided by the Employer

The *Employer* provides the insurances as stated in the Contract Data.

2.11 Training workshops and technology transfer

The specific training offered by the *Contractor* may depend on the task order needs, and the contractor's expertise.

Training could include :

- Risk assessment
 - Supervisor fundamentals
 - Construction supervisor
 - Logistics management
 - Incident investigation skills
 - Report writing and presentation skills
 - Occupational Health & Safety Training
 - Basic computer skills for supervisors and general workers
 - Leadership and management skills
-
- Or as requested by the *Service Manager*

2.12 Design and supply of Equipment

The *Contractor* is required to:

- Supply its own tooling, special tools, and machinery to perform the services.
- Ensure that each tool has a unique identifier traceable to Contractor's personnel using the tool.
- The *Contractor* is required to supply its own calibrated test equipment to perform the services.
- Provide a sufficient quantity of cameras, spare batteries, and chargers to efficiently and productively deliver the inspection service within specified timelines, including during shift work.

- Provide enough cameras to cater for cameras that may go defective or faulty.
The camera must be:
- Sufficiently mobile to allow the supervisor or any staff member to maintain three-point contact while ascending/descending stairs, ladders, cat ladders, or scaffolds.
- Suitable for inspections at heights and/or in cramped spaces.
- Capable of being attached to a lanyard.
- Equipped with protective accessories to prevent contamination in controlled zones.
- Equipped with handheld extension devices for taking photographs up to 2m above eye level.
- Capable of capturing still images with a minimum resolution of 10 MP, including date and time stamps on printed photos.
- Capable of recording video at a minimum of 4K resolution at 60 frames per second.
- Wi-Fi enabled.
- Equipped with 128GB storage space.

To use the Equipment, the *Contractor* must apply for a camera permit, provided by *Employer* as per Section 1.3.9 of the Service Information. The *Contractor* is solely responsible for the security of its cameras and accessories. The *Employer* will not be held liable for loss or damage.

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

2.13.1 Equipment

None required

2.13.2 Information and other things

Any document, procedure, process, or system developed by the *Contractor* while providing the services becomes the property of the *Employer* and shall be handed over by the *Contractor*.

2.14 Management of work done by Task Order

The work is managed by the issue of a Task Order. The *Contractor* either perform the instructed *services* against the amount stated in the prices or provides a quotation for rate base *services* against the rates stated in the prices. The prices in the price list includes for all work and other things necessary to complete the *services*.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1 *Contractor's* responsibility under the OHSACT, 85 of 1993

The *Contractor* acknowledges its responsibility to comply with all relevant provisions of the OHS Act throughout the project lifecycle. This includes:

- **Workplace Safety:** Ensuring the *Employer's* Affected Property and all work processes under the *Contractor's* control maintain a safe and healthy environment for all personnel.
- **Plant, Material, and Equipment:** Verifying that all Plant, Materials, and Equipment used on-site comply with relevant OHS Act regulations. This includes leased equipment.
- **Safe Use of Equipment:** Ensuring Plant, Materials, and Equipment are safe for operation when used according to manufacturer specifications.
- **Equipment Maintenance:** Implementing a program to maintain Equipment in a safe operating condition.
- **Non-Compliance Reporting:** Promptly notifying the *Employer* of any identified non-compliance issues related to Plant, Materials, or Equipment.
- **Cooperation with Authorities:** Cooperating fully with any authorised personnel exercising their duties under the OHS Act.
- **Competent Supervision and Workforce:** Ensuring all work is performed under the supervision of competent personnel and by qualified workers.
- **Hazard Prevention:** Taking all reasonable steps to eliminate or minimise hazards on the Affected Property that could pose a risk to the *Employer*, other workers, and the public.

3.1.2 Nuclear Safety

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

The *Employer* defines appropriate safety objectives for the KNPS, 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.

3.1.3 SHE Specification

The *Contractor* complies with the *Employer's* Level 1 Construction Safety, Health and Environment Procedure, number 32-136. SHE specification guidelines, SUPERVISORS-SHE-001, to which *Contractor* complies with are supplied by the *Employer*.

The *Contractor* shall comply with the health and safety requirements contained in Annexure B to this Service Information.

For any *services* on the Affected Property a project specific SHE file is to be created by the *Contractor* and submitted together with a completed copy of the Construction Regulations Checklist to the *Service Manager* for acceptance within two (2) months of the *starting date* following which the *Contractor* maintains and updates the file.

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

Personnel protective clothing as specified in the Act for all work, except work in the radiological controlled zone, is provided and is kept in good order by the *Contractor*. A hard hat (with chin strap), safety boots, ear plugs and safety glasses are mandatory safety equipment at the Affected Property. Protective clothing for work in the controlled zone is prescribed and is supplied by the *Employer*.

3.1.4 *Employer* lifesaving rules on the Affected Property

The *Contractor* complies with the *Employer's* five rules as stipulated in the *Employer's* Management Directive 32-421, this *Service Information* or any subsequent updates thereof. The *Employer* takes a ZERO TOLERANCE stance to violation of these rules:

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

3.1.5 Laws and regulations to be complied with

Some specific laws to be complied with:

- The *Contractor*, at its own expense, complies with, amongst others, the Nuclear Energy Act 46 of 1999, the National Key Points Act 102 of 1980 and in general, with all laws, regulations, bye-laws and requirements of local and other authorities which may be applicable to the *services* and as amended or replaced.
- The *Contractor* complies with the *Employer's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations, which may be in force at the *Employer's* facilities from time to time.
- While on the Affected Property, the *Contractor* is at all times under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above two Clauses hereof. However, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation. Failure of the *Employer's* Power Station Manager to act in any specific manner does not make him or the *Employer* liable to the *Contractor* in any manner for any matter which may arise as a consequence of such failure to act.
- While in the Republic of South Africa, the *Contractor*, at his own expense, complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Contractor's* transgression of the Act.
- While outside the country of the Republic of South Africa, the *Contractor* shall comply with the relevant laws of that country.

3.2 Environmental constraints and management

- The *Contractor* shall comply with the environmental criteria and constraints.
- The *Contractor* ensures that all plant and materials, services and work supplied in terms of this contract conform to all applicable environmental legislation and to the *Employer's* environmental specifications.
- Where applicable, the *Contractor* shall comply with the environmental requirements and constraints stated in
 - KGA-067 - Safety, Health and Environmental Risk Assessment Guide and
 - National Environmental Management Act 107 of 1998

3.3 Quality assurance requirements

- This transaction will meet the Q3/L2 requirements, therefore the requirements of DSG-318-087 Rev 2 applies.
- The *Contractor's* quality assurance program shall conform to the requirements of ISO9001:2015.
- The *Contractor* shall have a Quality Assurance Manual or Programme that provide a description of the processes and supporting information that reflects how processes are managed and work/operation is prepared, reviewed, carried out, recorded, assessed and improved . Examples of processes to be described can include Resource Selection, Quality Control, Receipt Inspection, Purchasing, etc.
- The *contractor* shall have a process document/procedure, records demonstrating implementation of personnel qualification and skills review, and authorisation process.
- The *Contractor* ensures that any Subcontractor employed has and implements a Quality Assurance Programme to meet the Quality Assurance requirement of the *Employer*, appropriate to the work and goods supplied by the *Contractor*.

- The *Employer* reserves the right to at any time audit and/or monitors the control between the *Contractor* and Subcontractor, as well as the performance of the *Contractor's* Subcontractor. Such audits are done by prior notification and in liaison with the *Contractor*;
- The *Contractor* ensures that his staff and Subcontractors are conversant with the content of the *services* as defined by the Service Information, quality 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* prior to the start of the work for which the authorisation is done;
- The *Contractor's* quality management system is subject to the acceptance by the *Service Manager*; and
- The *Contractor* submits the names of its Subcontractor's staff members, as required by TSC clause 26.2, to the *Service Manager*, for acceptance prior to commencement of work by the Subcontractor. The *Contractor* makes available evidence of the Subcontractor selection process and criteria for each Subcontractor, he would like to appoint for the project. The information provided to the *Service Manager* includes evidence of skills assessment (including qualifications) for Subcontractor's staff.

4 Procurement

4.1 Procurement Procedures

4.1.1 BBBEE and preferencing scheme

As per regulation 4(1) of the Preferential Procurement Policy Framework Act (PPPFA) of 2017, pre-qualification criteria are used in tenders to advance certain designated groups. For this contract, regulation 4 will apply as follows:

4(1) (a) A minimum B-BBEE status level of contribution of 4 applies to this tender; and

4(1) (c) (i to viii) The tender will be limited to EMEs and QSEs only.

The *Contractor's* BBB-EE status level of contributor is Qualifying Small Enterprise (QSE) Level 4

4(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

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

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* provides evidence of the selection process and criteria for each subcontractor appointed to assist the *Service Manager* in his contractual acceptance (Core Clause 26.2) of the subcontractor. The evidence includes skills assessment (including qualifications) for subcontractor's staff. In the *Contractor's* submission to the *Service Manager* in terms of Core Clause 26.2, he also includes a "control and supervision of subcontractor" Plan / Programmes for acceptance, by the *Service Manager*.

All subcontractors are contracted under appropriate NEC conditions of contract. Where this requirement are not met, the proposed conditions for Compensation Events/Variation Orders/Amendments of contract are submitted to the *Service Manager* for acceptance, except if the *Contractor* utilises NEC, Standard *Contractor's* conditions of contract or if the relationships are documented in some form of Service Level Agreement, Long Term Partnering Agreements etc.

4.2.3 Attendance on subcontractors

The *Contractor* establishes and maintains vigorous oversight over its subcontractors to assure adherence to this Service Information and its requirements and thereby achieve nuclear safety.

4.3 Disallowed Cost

The following is considered Disallowed Cost

- Costs related to the *Contractor's* negligence or inefficiency:
 - Costs due to errors or omissions: Mistakes made by the *Contractor* that lead to additional expenses.
 - Inefficient use of resources: Wastage of materials or labour due to poor planning or execution.
 - Failure to comply with contract terms: Breaching contract conditions leading to additional costs.
- Costs related to the contract's financial framework:
 - Costs not included in the defined costs: Expenses that don't fall under the agreed-upon cost categories.
 - Overclaimed expenses: Exaggerated or unsupported cost claims.
 - Costs incurred before contract commencement: Expenses prior to the contract's effective date.
- Costs related to specific contract terms:
 - Early warning costs: Expenses incurred due to the *Contractor's* failure to issue an early warning.
 - Defects corrected after completion: Costs to rectify issues found after the contract is finished.
 - Costs related to unsuccessful tenders or bids: Expenses for unsuccessful procurement attempts.
 - Financial penalties: Costs incurred due to contract breaches or delays.
- Other disallowed costs:
 - Entertainment expenses: Costs for client hospitality or social events.
 - Fines and penalties: Legal penalties imposed on the contractor.

4.4 People

4.4.1 Minimum requirements of people employed

The *Employer's* standard for management and control of supplemental workers at KNPS 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 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* staff has to conform to the minimum qualification and experience as stipulated in price list C2.2. for the positions that they fulfil. The *Contractor's* project manager is trained on the TSC3 prior the *access date*. Any personnel that do not meet the requirements will have their access to the Affected Property revoked.

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

The *Contractor* 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.

All radiation workers comply with such radiation protection standards as is required by the *Employer*.

4.5 Plant and Materials

4.5.1 Specifications

- The *Contractor* is required to supply its own consumables as required to perform the *services*
- These consumables shall conform to the *Employer's* CRACK specification and follow the *Employers* CRACK Process

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

All Plant and Material required for the *service* will be provided by the *Contractor*

5 Working on the Affected Property

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

The Employer provides perimeter security and access control for the Affected Property. Strict access control is implemented 24 hours a day at all entrances to the Affected Property. All persons and vehicles entering or exiting the Affected Property are subjected to searches and the *Employer* reserves the right to refuse entrance to Affected Property to any person not meeting security and/or access requirements.

From time to time, and as required, the *Employer* issues policies and procedures regarding the Affected Property security and access control. These policies and procedures are strictly adhered to by the *Contractor*. The *Employer* is entitled, at his discretion, to amend or relax the Affected Property security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation.

Any breach of security is reported to the *Service Manager* immediately.

5.1.1 Fitness for Duty management

The *Contractor* adheres to the *Employer's* procedure with regards to fitness for duty (FFD) requirements for vendors and *Contractors* who are required to perform work inside the Owner Controlled Areas of the KOU (335-68). This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.

The objective of the *Employer's* FFD programme is to provide reasonable assurance that the *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 work if they:

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

5.1.2 FFD requirements before registration takes place

Information the *Contractor's* employee must supply:

- identification document,
- work permit (non-SA citizens),
- qualifications,
- curriculum vitae (CV),
- criminal record history and

- proof of residential address.

Forms that the 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 Affected Property (KNPS):

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
Recruitment & Selection		X	<p>The <i>Contractor</i> shall establish a comprehensive recruitment and selection process for all personnel assigned to the nuclear facility. This process shall include, but not be limited to:</p> <ul style="list-style-type: none"> • In-depth verification of academic qualifications and relevant work experience. • Thorough criminal background checks. • Structured interviews conducted by qualified personnel. • Mandatory medical examinations to assess physical and mental fitness. • Rigorous theoretical and practical assessments to evaluate the candidate's ability to perform the required job functions safely and effectively. <p>The <i>Contractor</i> must maintain detailed records documenting the</p>	<p><i>Contractor's</i> own planning</p>	<p>The <i>Employer</i> reserves the right to conduct further interviews and competency-based assessments of the <i>Contractor's</i> proposed workers.</p> <p>Should an individual not meet the competency or interview criteria, the <i>Service Manager</i> may terminate their engagement with the <i>service</i>.</p>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			recruitment and selection process for each employee, including assessment results and verification of qualifications.		
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	<p>The following identification documents are the only documents that shall be accepted as proof of identification:</p> <p>South African identification book issued by the Department of Home Affairs (Green ID) or,</p> <p>South African identification card issued by the Department of Home Affairs or,</p> <p>Valid Official Passport or</p> <p>Valid Temporary Identification Document issued by the Department of Home Affairs.</p>
Proof of Residential Address		X	Proof of residential address 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 proof may not be older than 3 months when the <i>Contractor's</i> employee is enrolled on the FFD system.
CV and Qualifications		X	Authenticated qualifications to be presented before registration takes place	<i>Contractor's</i> own planning	<p>CVs of <i>Contractor</i> employees are included in the documents where this is required by the procedure,</p> <p>The <i>Contractor's</i> employees must be in possession of his/her CV when he/she arrives on Affected Properties to start the FFD process,</p> <p>The <i>Contractor</i> is required to verify the authenticity of the qualifications that is required for the <i>service</i> that is to be performed on Affected Property. The <i>Employer</i> retains the right to verify any tertiary qualification that an</p>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					<p>applicant is required to have to work in a specific discipline,</p> <p>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 and</p> <p>Persons not in possession of the qualifications required by the <i>Employer</i> are not considered for employment by the <i>Contractor</i> (in that particular discipline).</p>
Criminal History		X	Assessment of criminal history	<i>Contractor's</i> own planning	<p>Terminate Process Hold Point</p> <p>The criminal history of an applicant shall be assessed before access to the Affected Property is considered,</p> <p>SA citizens obtain their criminal history reports from the South African Police Service (SAPS). The report may not be older than 3 months when the <i>Contractor's</i> employee is enrolled on the FFD system. This service is also available from the <i>Employer's</i> Security section. South African applicants are required to give their consent to the <i>Employer</i> to obtain the relevant information from the SAPS,</p> <p>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,</p> <p>Persons with a criminal background that is deemed to be a security risk to the Affected Property are not to be</p>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					<p>considered for employment by the <i>Contractor</i> and</p> <p>The <i>Contractor's</i> employee will be in possession of the proof of criminal history when he/she arrives on Affected Properties to start the FFD process.</p>
Complete Man Job Spec Form	X	X	<i>Contractor</i> to complete with <i>Service Manager</i>	<i>Contractor's</i> own planning	<p>The <i>Contractor</i> ensures that an occupational health services job specification form is completed, in conjunction with the <i>Service Manager</i>, for each of his employees and all signatures are obtained before the health assessment is arranged,</p> <p>These forms are obtainable from the <i>Employer</i> at Koeberg. The form identifies the work 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 and</p> <p>The <i>Contractor's</i> employee will be in possession of the completed and signed occupational health services job specification form when he/she arrives on Affected Properties to start the FFD process.</p>
Drug Test		X	Negative drug test to be presented before registration takes place	<i>Contractor's</i> own planning	<p>Terminate Process Hold Point</p> <p><i>Contractor</i> ensures that their employees have been tested for drugs before they arrive on Affected Properties to start the FFD process. Persons with a positive drug test result are not considered for employment by the <i>Contractor</i>,</p> <p>Persons with positive drug tests will not be allowed to register for the FFD process and</p>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					<p>The <i>Contractor's</i> employees must be in possession of the drug test results when he/she arrives on Affected Properties to start the FFD process.</p>
Health Assessment		X	Medical examination to be presented before registration takes place	<p><i>Contractor's</i> own planning</p>	<p>Terminate Process Hold Point</p> <p>The <i>Contractor</i> ensures that all his employees complete a health assessment before they arrive on Affected Properties to start the FFD process. The occupational health services job specification form is required by the occupational health practitioner for the health assessment,</p> <p>Applicants that are not declared fit to do the work specified in the occupational health services job specification form are not allowed to register on the FFD system,</p> <p>Health assessment is only performed by <i>Employer</i> registered Occupational Health Practitioners,</p> <p>The health assessment report is not older than 3 months when the <i>Contractor's</i> employee is enrolled on the FFD system,</p> <p>Persons that are not declared fit to perform the work specified in the occupational health services job specification form are not be considered for employment by the <i>Contractor</i> and</p> <p>The <i>Contractor's</i> employee must be in possession of the medical assessment results and other relevant documentation when he/she arrives on Affected Properties to start the FFD process.</p>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
Work Permit		X	Work permits to be obtained before registration takes place	<i>Contractor's</i> own planning	<p>Terminate Process Hold Point</p> <p>Non-South African Citizens are required to be in possession of the relevant Work Permit as required by the Immigration Act before access is considered,</p> <p>Persons not in possession of a valid work permit will not be considered for employment by the <i>Contractor</i> and</p> <p>The <i>Contractor's</i> employee must be in possession of the original work permit when he/she arrives on Affected Properties to start the FFD process.</p>
Registration on FFD System	X	X		<i>Contractor's</i> own planning	<p><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 <i>Service Manager</i> 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 and</p> <p>If the <i>Contractor's</i> employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.</p>
Training Requirements Form	X	X	<i>Service Manager</i> and <i>Contractor</i> to supply	<i>Contractor's</i> own planning	<p>The scope of each <i>Contractor</i> employee's work requirements is to be assessed to identify the training and/or technical assessments that are required before work may commence,</p> <p>All <i>Employer</i> training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical</p>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					<p>assessments as identified for the scope of work are not allowed to continue with the FFD process and shall be required to leave the Affected Property,</p> <p>The <i>Service Manager</i> identifies any specific training needs of each individual or group of individuals (based on the planned work scope) and ensures compliance to the training requirements identified for the specific duties before access to Affected Property is considered and</p> <p>The <i>Contractor's</i> employee must be in possession of the training requirements form when he/she arrives on Affected Properties to start the FFD process.</p>
FFD Bookings	X	X		<i>Contractor's</i> own planning	<i>Contractor's</i> employees are booked on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i> . This could be a <i>Contractor</i> employee, if appointed by the <i>Employer</i> .
Basic Rigging Training		X	Training that the <i>Contractor's</i> employee must complete (only if required)	<i>Contractor's</i> own planning	Only if required. The <i>Contractor</i> verifies the validity of prior learning
Non-Disclosure Agreement		X	All <i>Contractor</i> employees are required to sign a non-disclosure agreement	<i>Contractor's</i> own planning	The <i>Contractor</i> ensures that a non-disclosure agreement form is signed by each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Employer</i> at Koeberg.
Security Permit Application	X	X	<i>Service Manager</i> and <i>Contractor</i> to supply	<i>Contractor's</i> own planning	The <i>Contractor</i> ensures that a security permit application form is completed for each employee before the person is registered to start the FFD process. These forms are

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					<p>obtainable from the <i>Employer</i> at Koeberg,</p> <p>It is important that the form is completed by the <i>Contractor</i> in conjunction with the <i>Service Manager</i>. The form identifies the security areas that the <i>Contractor's</i> employee is required to enter for the execution of the tasks and</p> <p>The <i>Contractor's</i> employees must be in possession of the security permit application when he/she arrives on Affected Properties to start the FFD process.</p>

5.1.3 Fraudulent Documents

The *Contractor's* employees that have presented fraudulent documentation are permanently denied access to the *Employer's* Koeberg Affected Properties.

5.1.4 False Declarations

The *Contractor's* employees that have made false declarations are permanently denied access to the *Employer's* Koeberg Affected Properties

5.1.5 FFD requirements after registration takes place

Activities to be performed after the *Contractor's* arrival at the Affected Property

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
Enrolment on FFD System	X	X	<i>Contractor's</i> employees shall be enrolled on the <i>Employer's</i> FFD system by the <i>Employer's</i> Security Group when they arrive on Affected Properties.	10 min	A <i>Contractor's</i> employee will not be allowed to attend any further FFD activities if he/she is not enrolled on the FFD system and issued with a bar coded form.
Drug Test	X	X	All the <i>Contractor's</i> employees are required to perform a drug test administered by the <i>Employer</i> . This test will be	30 min	The <i>Contractor's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			done notwithstanding the test done by the <i>Contractor</i> .		required to leave the Affected Property and will be denied access for at least 12 months.
Criminal History Verification	X	X	All <i>Contractor</i> employees that apply for a security permit to access the Affected Property are required to give consent to the <i>Employer</i> to verify their criminal background. This activity is performed on Affected Properties by the <i>Employer's</i> Security staff for South African citizens by the taking of a set of fingerprints and forwarding same to the SAPS for verification.	30 min	<p>South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the <i>Employer's</i> Security staff with a set of fingerprints, for record purposes.</p> <p>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.</p> <p><i>Contractor</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Affected Property</p>
Health Verification	X	X	<i>Contractor</i> employees are required to report to the <i>Employer's</i> Health Services section where the medical examination performed off-Affected Properties will be verified to ensure that all requirements have been met.	30 min	The duration of this activity is approximately 30 minutes
Induction Training including: <ul style="list-style-type: none"> • SAT • PAT • FME (Generic) • Human Performance 	X	X	Site Access Training (SAT) <i>Contractor</i> employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence.	8 hours	Site Access Training (SAT) The SAT course is designed for persons working only in the Owner Controlled Area (OCA). Their security permits will not allow them access to the protected area of KNPS.

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
			<p>Plant Access Training (PAT) <i>Contractor</i> employees who are required to work inside the protected area of KNPS are required to complete the Plant Access Training (PAT) course before work may commence.</p> <p>Foreign Material Exclusion Training (FME) <i>Contractor</i> employees coming to Affected Properties that require access to FME zones or will perform any hands-on work on the plant are required to complete this training.</p> <p>Human Performance Training (HPT) <i>Contractor</i> employees that are required to work inside the protected area of KNPS shall complete the HPT before work may commence.</p>		<p><i>Contractor</i> employees that do not successfully complete the SAT course shall not be allowed access to the Affected Property.</p> <p>Plant Access Training (PAT) <i>Contractor</i> employees that do not successfully complete the PAT course are not allowed access to the Affected Property.</p> <p><i>Contractor</i> employees required to perform work in the intake basin are required to pass the PAT</p> <p>Foreign Material Exclusion Training (FME) <i>Contractor</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course successfully are not allowed access to the plant</p> <p>Human Performance Training (HPT) <i>Contractor</i> employees that do not successfully complete the HPT course are not allowed access to Affected Property.</p> <p><i>Contractor</i> employees required to perform work in the intake basin are required to pass the HPT course.</p>

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
Radiation workers Training	X	X	<i>Contractor</i> employees are required to successfully complete the required radiation worker training before access to radiation zones is considered.	3 days	<ul style="list-style-type: none"> • Only if required Failure to successfully complete the radiation training shall result in access to radiation zones being restricted
Induction to Working at Heights / Material Handling		X	<i>Contractor</i> employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered.	8 hours	Will be required Failure to successfully complete the Working at Heights / Material Handling training will result in work at heights or handling material being prohibited
Induction to Confined Space	X	X	<i>Contractor</i> employees are required to successfully complete the required confined space training before access to confined space is considered.	2 hours	<ul style="list-style-type: none"> • Only if required Failure to successfully complete the confined space training will result in access to confined space being restricted
Induction to Basic Rigging	X	X	<i>Contractor</i> employees are required to successfully complete the required Rigging training before rigging work is considered.	8 hours	Will be required Failure to successfully complete the Rigging training will result in rigging work being prohibited
<i>Service Manager / Supervisor</i> Training	X	X	<i>Contractor</i> employees are required to work as supervisors must successfully complete the required supervisor training before work is considered.	2.5 days	Will be required Failure to successfully complete the <i>Service Manager</i> training will result individual being prohibited to do supervision
Competency Based Training and Assessment	X	X	<i>Contractor</i> employees are required to work as supervisors must successfully complete Competency Based Training and Assessment before the supervisor is authorised to perform unaided work.	3 days	Will be required Competency Based Training and Assessment comprises of both a theoretical and practical component Failure to successfully complete the Competency Based Training and Assessment can result in the individual being prohibited or additional

Activity Description	Service Manager / Employer	Contractor	Requirements	Planning	Additional Notes
					training, coaching and assessment at the Contractors cost.
Final acceptance and Issuing permit	X	X	All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group.	30 min	

5.1.6 Medical examinations

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

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

The *Contractor* is responsible for the cost and completion of the medical examination by his personnel prior to them coming to Site.

5.1.7 Exit Procedure

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

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

5.1.8 Access to Radiological Areas "Control Zones" and Reactor Building (where applicable)

Where work is to be performed in a radiological area (Controlled Zone), the *Contractor* needs to pass through a dosimetry-issue check point.

General access for inspections and measurements in the reactor buildings are not allowed during the operation of the plant and are limited during the refuelling outages with access limitations in accordance with KSA-062.

Access to radiological areas is subject to all training and verifications being completed as stated in this Service Information.

5.1.9 Prohibited / Unauthorised items on the Affected Property

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

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

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

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

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

5.1.10 Security check Points

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

The *Contractor's* personnel and any visitors on the Affected Property is in possession of a valid identification card supplied by the *Employer*. Applications for identification cards is made in the form prescribed by the *Employer*. The identification cards and fingerprint identification is used to gain access to the Affected Property and only persons with legitimate business on the Affected Property and in possession of such identification cards is allowed access.

Applications for identification cards and fingerprint imaging is made in good time prior to access being required. Lost, stolen or damaged cards are reported to the *Service Manager* immediately. A fee is charged for replacement cards.

Identification card holders are required to produce their identification cards for a photo to face and fingerprint check at the security check points. Where a card holder's right of access to the Affected Property is withdrawn, his identification card is electronically cancelled. It is the responsibility of the *Contractor* to ensure the card is returned to the *Service Manager*.

5.1.11 Vehicles and tools / Equipment

All equipment and tools are subject to a security screening before they are allowed on the Affected Property. All equipment and tools must be listed and specified before they are brought on Affected Property. This list will serve as evidence for removal permits upon Completion of the *service*. Vehicles are only allowed on Affected

Property if justification is provided to the *Service Manager* that such a vehicle is essential to Provide the Service.

Only a limited number of *Contractor* and *Subcontractor* non-construction vehicles are allowed onto the Affected Property. As a general rule, however, Contractors' and visitors' personal vehicles are not allowed within the Affected Property and are parked in the designated area outside the access point and the *Contractor* is required to collect his visitors from the access point.

Vehicle entry discs are issued at the discretion of the *Employer* on receipt of an application signed by the *Contractor*. Applications for vehicle entry discs are made in a form prescribed by the *Employer*.

5.1.12 Removal of Tools and Equipment

All persons removing inter alia Equipment, toolboxes, temporary facilities etc. from the Affected Property is in possession of a valid gate release permit. Applications for general or specific gate release permits are made in the form prescribed by the *Employer*.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Affected Property hours

The *Employer's* working hours is stipulated below:

Mon - Thurs: 07h30 - 16h35
 Fri: 07h30 - 13h35

Outages:

Monday - Sunday: possible 24 hour cover. This is subject to *Employer* approval.

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*

The *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to them at any time. These records may be needed when assessing compensation events

5.3 Health and safety facilities on the Affected Property

KOU Health and safety facilities	ATKSS Health and safety facilities
The <i>Employer</i> provides a first aid and clinic facility which is available for treating minor medical problems. The <i>Contractor</i> is permitted to make use of this facility at their own expense provided that the <i>Contractor employees</i> appear during prescribed consulting hours and are duly authorised by the <i>Contractor</i> supervisor. Emergency treatment is provided as needed. Casualty facilities are available at hospitals within a 25km radius.	The <i>Employer</i> provides a medical facility at the Affected Property to provide initial medical treatment to personnel. The facility is staffed with professional medical personnel. These personnel are at the Affected Property when significant construction operations are in progress. The <i>Contractor</i> is responsible for all emergency transportation including ambulances and helicopters.

5.3.1 Emergency mustering, accountability and evacuation

Due to the nature of the Affected Property, 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 Affected Property. The accountability list is handed to the *Service Manager* each time a change occurs.

The *Contractor* ensures that his Affected Property representative takes full responsibility of this requirement and that he and his personnel are fully conversant with the mustering requirements as detailed in the *Employer's* procedure KAA-611.

5.4 Environmental controls, fauna & flora

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

5.5 Cooperating with and obtaining acceptance of Others

5.5.1 The *Contractor*:

- Handles all formal communication between the *Contractor* and the *Employer* through the *Service Manager*, as applicable to the TSC. All communication references the contract number and the title of the contract issued by the *Employer*.
- Conducts informal day-to-day verbal communications with others as necessary for the purpose of providing the *service*.
- Maintains an up to date record of the receipt and submission of all communication related to providing the *service*.

5.5.2 Co-operation with others and standard of the *Service*:

All *services* are subject to, at any given time, inspections by various *Employer* groups, i.e. Safety Risk Management, Fire Risk Management, Engineering, Licencing, and Quality Assurance/Quality Control.

5.5.3 In Providing the *Services*, the *Contractor*:

- Shares the Affected Property with Others and maintains a harmonious relationship at all times with, and co-operates with the *Employer* and Others and their employees who may be working in the same area or on the same system.
- The *Contractor* takes the lead to interface the *services* with the activities of the *Employer* and Others. The *Contractor* is expected to chair any interface meetings, as may be required.
- Makes available the assignees and key people timeously for providing the *services*.
- Makes it his business to gain sufficient understanding relevant to these *Services* and of the *Employer's* mission and objectives.
- Seeks out everything necessary to identify those matters that fall fully or partially within the scope of the *service*, whether or not such matters are addressed in the description of the *service* or in the Service Information or in other requirements for the *service* stated from time to time.
- Brings to the attention of the *Employer* any additional *service* that the *Contractor* believes should be performed by him in keeping with sound professional practice.
- Notifies the *Employer* of any matter that the *Contractor* disagrees with or cannot resolve to his satisfaction.
- Co-operates at any time with others (e.g. an independent person) appointed by the *Employer* to review work done by the *Contractor* in Providing the *service*.

Co-operates and provides information as required by the *Employer* for issues affecting the *service*, but outside the scope of the *service*.

5.6 Records of *Contractor's* Equipment

- All Equipment and tools must be listed and specified before they are brought onto the Affected Property. This list serves as evidence for removal permits upon Completion of the *services*.

- The *Contractor* is required to supply its own tooling, special tools and machinery to perform the *services*.
- The *Contractor* is required to ensure that each tool has a unique identifier traceable to *Contractor's* personnel using the tool.
- The *Contractor* is required to supply its own calibrated test equipment to perform the *services*.
- The *Contractor* is required to adhere to KAA 679 for the Control and operation of the measuring and test equipment at Koeberg nuclear power station.

5.7 Equipment provided by the *Employer*

For the purpose of expediting the *service*, the *Employer* will not be providing any equipment except special equipment for radiation areas (as applicable)

Any special equipment for *services* in radiological areas are furnished by the *Employer* at no cost to the *Contractor* except if specified otherwise in the *Service Information* or unless otherwise agreed by the *Service Manager* and the *Contractor*.

Any additional special Equipment furnished by the *Contractor* which in the *Employer's* opinion cannot be recovered (whether decontaminated or not), is charged to the *Employer* at its replacement value which value is determined by mutual agreement between the *Service Manager* and the *Contractor* at the time when the Equipment is furnished by the *Contractor*. The *Service Manager* and the *Contractor*, by mutual agreement decide whether or not any such Equipment can still be used, notwithstanding that it has been contaminated.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

5.8.1.1 Electric power supplies

Electric power for *services* on the Affected Property is supplied free of charge. All installations comply 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"> • Power supply points will be made available to which the <i>Contractor</i> interfaces for his power requirements. Three levels of power supplies are available: <ul style="list-style-type: none"> • 220V AC rated at 15 A at various positions on the Affected Property, • 380V AC three phase rated at 32 A without neutral at various positions on the Affected Property, • 6.6 KV AC three phase at various positions on the Affected Property. 	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.

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Electrical leads and adapters / connectors and (where required) distribution system.		x	<ul style="list-style-type: none"> • All leads, plugs, connections and adapters shall be in good working order and comply with the requirements of the OH&S Act. • All portable electrical equipment used by the <i>Contractor</i> is clearly marked; regularly inspected for safety and a register kept of these inspections as required by the OH&S Act. Defective equipment is removed from the Affected Property until restored to a good working order by the <i>Contractor</i>. • The <i>Employer</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 Service Plan). 	As required	The <i>Service Manager</i> reserves the right to stop the <i>Contractor's</i> use of any electrical equipment or appliance that in the <i>Service Manager's</i> opinion does not conform to the foregoing safety requirement.

5.8.1.2 Lighting

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Temporary local lighting		X	<ul style="list-style-type: none"> • Where applicable, temporary local lighting in accordance with the safety requirements of the OH&S Act. 	As required	

5.8.1.3 Water

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Water supply point for services	X		<ul style="list-style-type: none"> Potable water is supplied at standard tapping points. 	As required	The <i>Employer</i> takes no responsibility for disruptions in the supply of water.
Water supply hoses, connectors, piping and temporary plumbing and pumps.	X		<ul style="list-style-type: none"> All devices shall be in good working order and comply with the requirements of the OH&S Act. Others will provide 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 Others will remove such pipework, temporary plumbing and pumps (included in the Work Plan). 	As required	

5.8.1.4 Sanitary facilities

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Sanitary facilities	X	X	<ul style="list-style-type: none"> The <i>Contractor</i> is allowed access to and use of the <i>Employer's</i> existing sanitary facilities. The <i>Contractor's</i> personnel maintain a clean condition of these facilities. Should temporary sanitary facilities be required, the <i>Employer</i> provides these with two (2) weeks' notice period , 	Not applicable	

5.8.1.5 Office accommodation and/or yard

The *Employer* will provide onsite office accommodation, furniture and storage facilities on site during the service period. Office space is however limited, and should more space be required, the contractor is required to provide its own temporary accommodation including furniture and storage facilities at a location designated by the *Service Manager* to the *Contractor* to provide the service.

Activity/ description	Service	Contractor	Requirements	Planning	Additional notes
Indication of Affected Property office requirements for the duration of the contract including the office services required.	X		<ul style="list-style-type: none"> Request to be for services in accordance with the requirements of this contract. 	Six weeks' notice (6)	
Review of request and indication of offices available and container lay-down areas available.	X			Two week duration (2)	The Contractor will be allocated an area on a concrete slab within the security area for establishment of his Affected Property office facility.
Supply of connection points for phone, fax, network and electrical supply.	X		<ul style="list-style-type: none"> Co-ordination and scheduling by Contractor. 	As required	
Co-ordinates logistics of containers / Office space	X	X	<ul style="list-style-type: none"> Employer to co-ordinate. 	Two months' notice (2)	This is for temporary container laydown area which the Service Manager will provide to the Contractor's specifications.

5.8.1.6 Garbage collection

Activity description	Service	Contractor	Requirements	Planning	Additional notes
Garbage collection	X		<ul style="list-style-type: none"> A central garbage collection point is provided on the Affected Property and is pointed out by the Service Manager on request from the Contractor. 	Not applicable	

5.8.1.7 Compressed air supply

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

5.8.1.8 House keeping

The *Contractor* is responsible for any damage to buildings, floors and plant incurred during the provision of the *services*. The Affected Property is to be kept clean, neat and free of waste at all times. The Affected 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 a similar condition, after Completion, than it was found.

5.8.1.9 Office and personal equipment

Activity/ description	Service	Contractor	Requirements	Planning	Additional notes
Supply of phones, fax machine and computers including the microwave or radio link for connection to the external internet networks.	X	X	Where applicable, the <i>Employer</i> will provide telephone and office equipment to the <i>Contractor</i> as needed for the <i>service</i> .	In accordance with <i>Accepted Plan</i>	<ul style="list-style-type: none"> No cellular, mobile phones or tablets are allowed on the Affected Property. Telephone, fax, and LAN line account payments is for the <i>Contractors</i> account The <i>employer</i> will provide IT office equipment Should the <i>contractor</i> elect to bring his own IT office equipment, permits and authorisations required from the <i>service manager</i>

5.8.1.10 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"> The <i>Employer's</i> canteen and snack bar may only be used on a cash basis. The <i>Contractor</i> supplies vending machines if required. 	Not applicable	

List of drawings

5.9 Drawings issued by the *Employer*

As prescribed in the Task Order.

5.10 Referenced Documentst

32-726:	Contract and Contractor OHS Management
32-136:	Contractor, Health and Safety Requirements
238-6:	Nuclear Document and Records Management Requirement
240-119091348:	Contract Supervisors Duty
240-119091288:	Responsibilities of NPM Department and Key Function
240-119092296:	NPM Work Management Process
240-119088295:	Management and Control of Supplier / Contractor Quality Control Plan (QCPs) and Project Quality Plans (PQPs)
240 - 56246601:	Qualification, Certification and Accreditation Requirements for Personnel and Entities Performing Welding Related Work on Eskom Plant Standard
240-10642762:	Generation Plant Safety Regulations
331-86:	Design Changes to Plant, Plant Structures or Operating Parameters
335-68:	Fitness for Duty
KAA 679:	Control and Operation of the measuring and test equipment at Koeberg Nuclear Power Station
KGA-067:	Safety, Health and Environmental Risk Assessment guide
KSA-119:	Management and Control of Supplemental Workers at KNPS
KSA 137:	Training requirements and competence criteria for supplemental personnel requiring access to Koeberg
GGG-1299:	Employer's guide for technical writing

PART 4: SITE INFORMATION

1. KOEBERG

Location of the Site

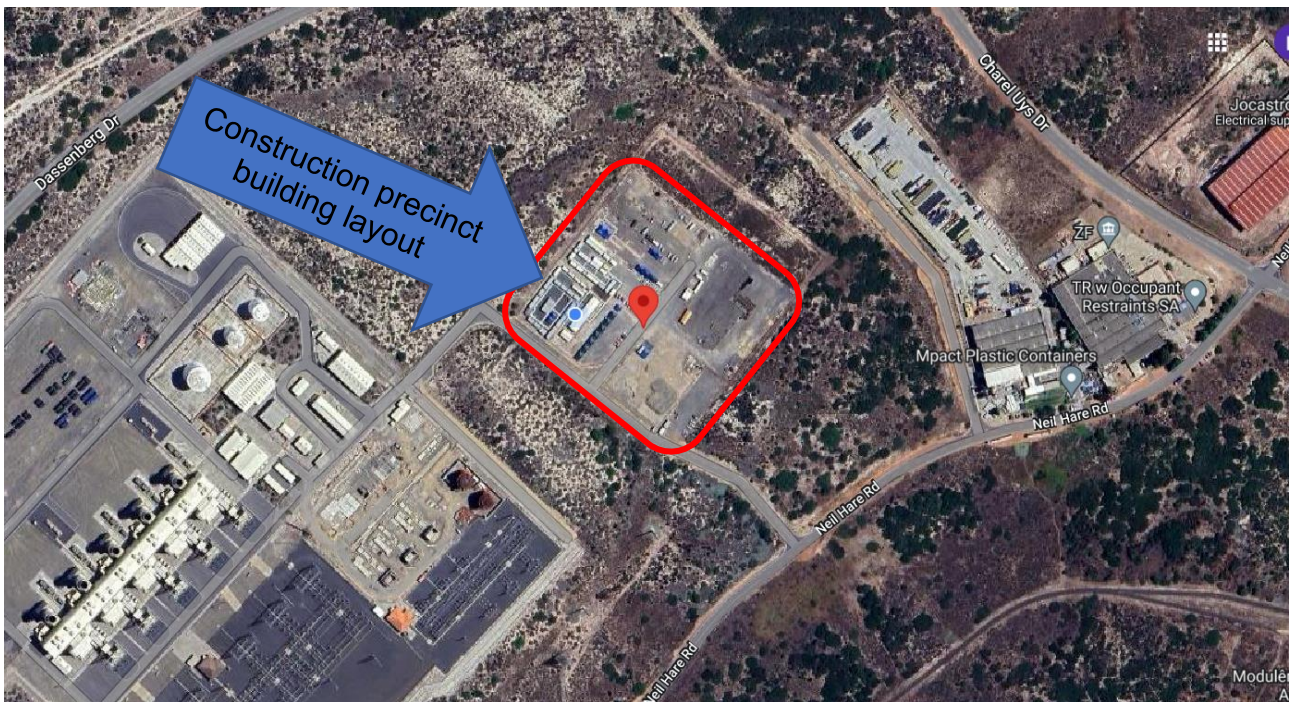
The Site is located within ACP2 at Koeberg Operating Unit (KOEBERG) north of Melkbosstrand in the South Western Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to KOEBERG is indicated on the R27. KOEBERG is approximately 30 km north of Cape Town and the approximate co- ordinates are 33°40. 7'S and 18° 26.1'E.

2. ATKSS

Site Location and Information: Ankerlig 3 Project and Project Site

ATKSS Project Construction Site, Neil Hare Road, Ankerlig Industrial, 7349.

Site Co-ordinates: 33°35'14.0"S 18°28'06.0"E



Google Maps view

General description of the Site and its surroundings

As indicated within the google map view, The *Contractor* is to refer to the Service Information for *Employer's* requirements for the service.