



NEC3 Professional Services Contract (PSC3)

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

and

**for Spent fuel storage project civil/structural
engineering services**

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CONTRACT No. _____

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Spent fuel storage project civil/structural engineering services

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	Rate based
Value Added Tax @ 15% is	Rate based
The offered total of the Prices inclusive of VAT is	Rate based
(in words)	

If Option E or G apply, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)	Mr Frikkie Ellis
Capacity	Senior Manager: Nuclear Project Management (Acting)
for the Employer	Eskom Holdings SOC Limited, Koeberg Operating Unit, R27 Off West Coast Road, Melkbosstrand, Republic of South Africa, 7441

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
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

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Mr Frikkie Ellis

Senior Manager: Nuclear Project
Management (Acting)

Eskom Holdings SOC Limited, Koeberg
Operating Unit, R27 Off West Coast Road,
Melkbosstrand,
Republic of South Africa, 7441

C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p>E: Time based contract</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X9: Transfer of rights</p> <p>X10 <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Represented by :	Mr Randall Lavelot
	Tel No.	+27 21 522 3078
11.2(9)	The <i>services</i> are	Spent fuel storage project civil/structural engineering services
11.2(10)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> Minutes of Early Warning Meetings Decisions resulting from risk reduction meetings
11.2(11)	The Scope 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

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

13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (2) weeks	
13.6	The <i>period for retention</i> is	Five (5) years following Completion or earlier termination.	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	Site
			starting date, following completion of <i>Employer's</i> FFD process
		2	<i>Employer's</i> staff
			starting date
3	Time		
31.2	The <i>starting date</i> is.	To be confirmed	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	30 December 2022	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Four (4) weeks of the Contract Date.	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	Four (4) weeks before the end of the <i>assessment interval</i> .	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	Four (4) weeks of the Contract Date.	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>services</i> .	
5	Payment		
50.1	The <i>assessment interval</i> is	between the 25th and 24th day of each successive month.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> for Compensation Events are	Item	Amount
		Accommodation	Domestic hotel accommodation may not exceed R1 400 (one thousand four hundred rand) inclusive of VAT, per night per person (including dinner, breakfast and parking).

		<p>Flights</p> <p>at cost with the following stipulations: Local flights –travel on economy class. International flights – travel on economy class. No business or first class travel is allowed.</p>
		<p>Car Hire</p> <p>at cost with the following stipulations:</p> <p>Group B or an equivalent class.</p> <p>Group B vehicles contain the following specifications:</p> <ul style="list-style-type: none"> • 5 Doors, Manual • Air Conditioning • Radio/CD • Power Steering • Airbags • Central Locking • ABS
		<p>Airport parking charges, toll fees and taxis</p> <p>at cost</p>
		<p>The above is in terms of:</p> <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.
51.1	The period within which payments are made is	Four (4) weeks.
51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

7

Rights to material

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8

Indemnity, insurance and liability

81.1

The *Consultant* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide.

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
Liability for failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing <i>services</i> similar to the <i>services</i>	Whatever the <i>Consultant</i> deems necessary in respect of each claim, without limit to the number of claims	Effective from the start date to at least 12 months after the end of or termination of the contract.
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property arising from or in connection with the <i>Consultant's</i> Providing the <i>Services</i> .	<u>Loss of or damage to property</u> The replacement cost	Effective from the start date to at least 12 months after the end of or termination of the contract.
	<u>Bodily injury to or death of a person</u> The amount required by the applicable law.	
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	As <i>Consultant</i> deems necessary

81.1	The <i>Employer</i> provides the following insurances		
		Insurance against	Minimum amount of cover or minimum limit of indemnity
		Assets All Risk	As per the insurance policy document.
		<i>Works</i> insurance	As per the insurance policy document.
		Nuclear Public Liability	As per the insurance policy document.
		Nuclear Material Damage and Business Interruption	As per the insurance policy document.
		Nuclear Material Damage (Terrorism)	As per the insurance policy document.
		General and Public Liability	As per the insurance policy document.
		Environmental Liability	As per the insurance policy document.
		Transportation (Marine)	As per the insurance policy document.
		Marine Small Craft Liability	As per the insurance policy document.
		Motor Fleet and Mobile Plant	As per the insurance policy document.
		Cyber Liability	As per the insurance policy document.

82.1 The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

The total of the Prices at the Contract Date

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 activity schedule

21.3 The *Consultant* prepares forecasts of the total *expenses* at intervals of no longer than

Four (4) weeks.

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	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 the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The law of the project is	the Republic of South Africa.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	R14 700.00 per day
X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in <i>italics</i> used in this Option are identified elsewhere in this Contract Data.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Mr Randall Lavelot

	Address	Koeberg Operating Unit, Nuclear Project Management, R27 Off West Coast Road, Melkbosstrand, Western Cape
	The authority of the <i>Employer's Agent</i> is	to carry out all the actions of the Employer in this contract with the exception of those required by clauses 51.1, 81.1, and 90.3
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the services.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.

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

Z4 Confidentiality

- Z4.1 The *Consultant* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time). Should the *Consultant* disclose information to Others in terms of clause 23.1, the *Consultant* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Consultant* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Consultant*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Consultant* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *Employer's* project works or any portion thereof, in the course of Providing the Services and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Provision of a Tax Invoice. Add to core clause 51

- Z6.1 The *Consultant* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the

event to the *Consultant* but did not".

Z7.2 Add to core clause 62.3, "The *Employer's Agent*' reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*."

Z7.3 Add to core clause 62.5, "The *Employer's Agent* notifies the *Consultant* 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 *Consultant's* quotation.

Z8 *Employer's limitation of liability*

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

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

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

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

Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.

Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

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

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

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

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

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

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 *Consultant* or any other person against any and all liabilities which the *Consultant* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Consultant* or any other person or the presence of the *Consultant* or that person or any property of the *Consultant* 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 *Consultant* or any other person, or the presence of the *Consultant* or that person or any property of the *Consultant* 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 44 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 *Consultant* 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 *Consultant*, 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 *Consultant* may perform Parallel Measurements and related control measures at the *Consultant'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 *Consultant'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 *Consultant* 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.

Part two - Data provided by the *Consultant*

Clause	Statement	Data				
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>					
22.1	<p>The <i>key people</i> are:</p> <p>Please insert the name, job, responsibilities, qualifications and experience of its key people. Provide for additional key persons if necessary</p> <p>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)</p> <p>1 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>2 Name:</p> <p>Job</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>					
		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled .				
11.2(10)	<p>The following matters will be included in the Risk Register</p> <p>Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk</p>					
11.2(13)	<p>The <i>staff rates</i> are:</p> <p>Either complete here or cross refer to a schedule in Part C2.2</p>	<table border="1"> <thead> <tr> <th>name/designation</th><th>rate</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> </tbody> </table>	name/designation	rate		
name/designation	rate					

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to 1 The site 2 3	access date On contract start date
A	Priced contract with activity schedule		
11.2(14)	The <i>activity schedule</i> is in	Pricing Data	
11.2(18)	The tendered total of the Prices is	, excluding VAT (in words), excluding VAT	

PART 2: PRICING DATA
PSC3 Option E

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option E	
C2.2	<i>Staff rates and expenses</i>	

C2.1 Pricing assumptions: Option E

How work is priced and assessed for payment

From Option E:

Identified and defined terms	11	
	11.2	(16) The Price for Services Provided to Date is the Time Charge for the work which has been completed.
		(19) The Prices are the Time Charge.

From the core clauses:

Identified and defined terms	11.2	(13) The Time Charge is the sum of the products of each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract.
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and

Assessing the amount due	50.3	The amount due is <ul style="list-style-type: none">the Price for Services Provided to Date,the amount of the <i>expenses</i> properly spent by the <i>Consultant</i> in Providing the Services andother amounts to be paid to the <i>Consultant</i> less amounts to be paid by or retained from the <i>Consultant</i>. <p>Any tax which the law requires the <i>Employer</i> to pay to the <i>Consultant</i> is included in the amount due.</p>
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Staff rates and expenses

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

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

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

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

Expenses associated with employing a staff member in Providing the Services are listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*. As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

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

C2.2 Staff rates and expenses

The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per {hour, day, month} excluding VAT
1	Registered professional Nuclear civil engineer	
2	Senior civil structural engineer	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Scope</i>	
C3.2	<i>Consultant's Scope</i>	
	Total number of pages	82

C3.1: *EMPLOYERS SCOPE*

1 Description of the *services*

1.1 Executive overview

The *services* are the provision of civil and structural engineering *services* as the owner's engineer and where required during the implementation of the CSB storage pad Phase 2 in accordance with the design (07147 DPDRR007, Revision 2: Detailed Design Package - Cask Storage Building (CSB) Storage Pad Upgrade for Koeberg Operating Unit (KOU)) and in accordance with the user requirements specification 07147DRR115.

1.2 *Employer's objectives and purpose of the services*

The *Employer's* objectives are for the *Consultant* to provide civil and structural engineering *services* during the implementation of the CSB storage pad Phase 2.

1.3 Interpretation and terminology

3.2.1 Definitions

Term	Description
shall	Denotes a requirement.
should	Denotes a recommendation.
may	Denotes permission.
Action of the <i>Employer's Agent</i>	The actions the <i>Employer's Agent</i> has to perform in fulfilling their express duties, under the PSC <i>Employer's Agent</i>
Technical lead	The provision of technical guidance, technical coordination, and technical leadership to the project to ensure the <i>services</i> is suited for its designated purpose as stated in the Scope.
Design	The process of devising a system, component, or process to meet the <i>Employer's</i> requirements, as specified in the Scope. It is a decision-making process in which the basic science, mathematics, and engineering sciences are applied to meet the objective for the <i>services</i> .
Others	Others working on this project as required by the <i>Employer</i> are as follows: <ul style="list-style-type: none"> • NNR; • <i>employer's</i> authorised inspection agency; • <i>employer's</i> consultants;

Term	Description
	<ul style="list-style-type: none"> consultants; <p>The list is updated, by the <i>Employer's Agent</i> each time a third party contract is placed by the <i>employer</i> or Others change. <i>Employer's Agent</i></p>
Physical conditions	Referred under Core Clause 60.1(12) means natural physical conditions and man-made and other physical obstructions and pollutants, which the <i>Contractor</i> encounters at the Site when executing the <i>services</i> , e.g. sub-surface, hydrological conditions, etc. but excluding weather conditions.
Level 1 programme	Executive summary or a project master programme. This is a major milestone type of programme which highlights major project activities, milestones, and key deliverables for the whole project.
Level 2 programme	Management summary or summary master programme, maintained as a summarisation of the Level 3 programme. It depicts the overall project broken down into its major components by area.
Level 3 programme	The project coordination programme or publication programme. The Level 3 programme is maintained as an integrated rollup or summary of the Level 4 programme activities. The programme consists of a set of integrated Level 4 programmes based on critical path methodology (CPM).
Level 4 programme	Execution programme or project working level programme. Level 4 is the detailed working level programme, and an expansion a Level 3 programme. This is the key working level CPM programme displaying the operations to be accomplished. The Level 4 programme may be for major sections of the work or for discrete processes such as a design, procurement and/or a commissioning etc.
Level 5 programme	Detail programme. This is further breakdown of the activities of a Level 4 programme. This programme is used to map out the detailed tasks needed to coordinate day to day work in specific areas.
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".

3.2.1 Abbreviations

The following abbreviations are used in this Scope:

Abbreviation	Description
ACP	Access Control Point
AFC	Approved for construction
AIA	Appointed Inspection Authority
ASGI-SA	Accelerated and Shared Growth Initiative for South Africa
ASME	American Society of Mechanical Engineers
B-BBEE	Broad Based Black Economic Empowerment
CFC	Customer Foreign Currency
CR(14)	Construction Regulations 2014
CSC	Construction Status Certificate
DCIF	Documentation Change Identification Form
DDR	Documentation Drawing Request
DEC	Design Extension Conditions
Eskom	Eskom Holdings SOC Ltd
HP	Human Performance
HPR	Human Performance Representative
IAEA	International Atomic Energy Agency
ICE-SA	The Institution of Civil Engineers and The South African Institution of Civil Engineering
ISO	International Standard Organisation
KORC	Koeberg Operating Review Committee
KOSC	Koeberg Operating Safety Committee
KOU	Koeberg Operating Units
NEC3	New Engineering and Construction Contract, June 2005 (ECC3) (with amendments June 2006)
NKP	National Key Point
NNR	National Nuclear Regulator
NNR	National Nuclear Regulator

Abbreviation	Description
OTS	Operating Technical Specification
PDF	Portable Document Format
PIT	Plant Induction Training
PM	<i>Employer's Agent</i>
PTW	Permit to Work
PWDD	Price for Work Done to Date
QA	Quality Assurance.
QCP	Quality Control Plans
RC	Reinforced Concrete
RPC	Radiation Protection Certificate
RSA	Republic of South Africa
SACPCMP	South African Council for Project and Construction Management Professions
SANS	South African National Standards
URS	User Requirements Specification
VAT	Value Added Tax

2 Description of the services

The *Consultant*, as the owners engineer provides civil and structural engineering *services* during the implementation of the CSB Storage Pad Phase 2 - Cask Storage Building (CSB) Storage Pad Upgrade. The engineering *services* performed, on behalf of the *Employer* include, but are not limited to in accordance with the user requirements specification 07147DRR115.

The *Consultant* provides the following *services*;

- Compilation or review of letters, memos, specifications, designs, drawings, safety cases, studies and reports;
- Perform acceptance reviews of civil engineering related documents submitted by the *Employer's* contractor;
- Provide assistance to the *Employer's* team in addressing the *Employer's* contractor or NNR related concerns and comments;
- Conduct reviews and acceptance of testing procedures, methodologies and plans submitted by the *Employer's* contractor;

- Conduct reviews and acceptance of construction method statements, quality control plans, commissioning plans and provide oversight to all assessment points throughout the plans prepared by the *Employer's* contractor.
- Perform oversight of testing preparation of the *Employer's* contractor, including of specimen manufacture, storage, and transport. This may include specifying and participating in hold and witness points;
- Attend factory acceptance tests, site acceptance tests as required;
- Interface with, and perform oversight of, the *Employer's* contractor during the project implementation and commissioning activities;
- Review and acceptance of the *Employer's* contractor testing reports and conclusions;
- Process design field changes and design revisions, received from *Employer's* contractor;
- Execute design-related document configuration including but not limited to the review of drawing changes, classification changes, specification changes; and
- Investigate design and configuration-related problem reports raised on the *Employer's* problem management system, write assessment reports, and propose corrective actions.

When required to carry out engineering services as requested by the *Employer*, the *Consultant* is responsible to make the necessary calculations, assessments, analysis and informed assumptions for cases where required information from KNPS may not be available. The *Consultant* is responsible for the correctness and suitability of these assumptions, assessments, calculations and analyses required to carry out the services at the Koeberg Nuclear Power station (KNPS):

3 Specification and description of the services

3.1 Normal services

The *Consultant* shall provide the services in accordance with the user requirements specification 07147DRR115 by conforming to the following:

- Conduct all activities in accordance with the relevant NOU processes in terms of KAA-709, KAA 560, KAA 815, KAA-689, KGU 017, KFU-026 and KAA-501.
- Adhere to all the requirements of this URS such as Nuclear Safety, Seismic, Environmental, Quality, Importance and Management System Level Classification standard.
- Adhere to the timelines agreed with the *Employer*.
- Provide weekly work progress reports and projections.
- Prepare project plans to indicate interfaces with internal NOU stakeholders and external suppliers.
- Willing to teach and share industry best practise principles with the *Employer's* engineers in terms of KFU-026, KGU-017, KAA-709 and KAA-501.

3.2 Supplementary services

3.2.1 Supplementary services to the normal services.

The *Consultant* provides the following supplementary *services*:

- Any additional *services* pertaining to all stages of the project.
- Act as the lead consulting engineer.
- Implement a quality assurance system for all design scope in accordance with 07147 DPDRR007, Revision 2.
- Financial administration services:
- including the provision of services related to procurement process in accordance with DSG 318-087.
- Additionally, the *Consultant* shall incorporate the latest revision of the Koeberg Operating Unit's modification control procedure KAA-501 and KAA-502, which has been aligned with the *Employer's* process control model for projects into the *Consultant's* final programme requirements.

4 Constraints on how the Consultant Provides the Services.

4.1 Limit of authority

The *Consultant* has no authority to undertake work or expense without authorisation from the *Employer's Agent* to whom the *Consultant* reports directly.

4.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

4.2.1 Project Kick-off meeting

Interval	Location		Attendance by:		
Once	KOU		<i>Employer's Agent, Employer, Consultant</i> , and Others as required		
Activity Description	<i>Employer's Agent</i>	<i>Consultant</i>	Requirements	Planning	Additional notes
Establishing the project team	X		The <i>Employer's Agent</i> notifies the names of <i>Employer</i> key persons to support the <i>Consultant</i> with the Provision of the Works, in terms of the <i>Employer</i> functions.	Within 1 week after the Contract Date.	At kick-off meeting with <i>Employer's</i> Org structure.

Notification, venue, agenda and support documentation	X		The <i>Employer's Agent</i> develops and notifies the agenda, venue and required support documentation for the meeting.	Within 2 weeks after the Contract Date.	An <i>Employer</i> systems engineer, operations representative and maintenance representative is present at the meeting.
Execution and Minutes	X		The <i>Employer's Agent</i> assumes chairmanship of the meeting, records and distributes the minutes of meeting.	Within 2 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 Programme	Deliverable: Minutes of the kick-off meeting.
<p>Additional topics:</p> <ul style="list-style-type: none"> • Project details explanations • Clarify Roles and Responsibilities • High-level project schedule, including any Key Dates 					

4.2.2 Operational meetings

Interval	Location	Attendance by:
Monthly	NOU / MS Teams (Virtual)	<i>Employer's Agent</i> , <i>Employer's</i> engineering representatives, <i>Consultant</i> and Others as required
<p>Operational meetings will be held to discuss:</p> <ul style="list-style-type: none"> • Project progress (against the accepted Programme) as prescribed in PSC Core Clause 31 and 32. • Project issues and associated recovery plans • Risk reduction discussions relating to items as prescribed in PSC Core Clause 15.3. • Where applicable the Risk Register is updated by the <i>Employer's Agent</i> and distributed within five days of the meeting. • Review of Actions List; • Review of Communications (formal letters) 		

4.2.3 Meetings of a specialist nature

Interval	Location	Attendance by:
Adhoc	Any	<i>Employer's personnel, the Employer's Agent, the Consultant and Others as required</i>
<p>Meetings of a specialist nature may be meetings such as e.g. NNR engagement session.</p> <p>No matters mentioned in this meeting are considered as formal contractual communication and each matter is communicated separately.</p> <p>Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the services. Records of these meetings shall be submitted to the <i>Employer's Agent</i> by the person convening the meeting within five days of the meeting.</p>		

4.2.4 Risk reduction meetings

Interval	Location	Attendance by:
Monthly and Adhoc	KOU	<i>Employer's Agent, Employer, Consultant, Supervisor, and Others as required</i>
<p>At the risk reduction meetings items as prescribed in PSC Core Clauses 15.3 and 14.4 are discussed. The Risk Register is updated, by the <i>Employer's Agent</i>, and distributed within five days of the meeting.</p>		

4.2.5 Technical workshops

Interval	Location	Attendance by:
Monthly or as required	NOU / MS Teams(Virtual)	<i>Employer's Agent, Employer's engineering representatives, Consultant and Others as required</i>
<p>Technical workshops will be held to discuss:</p> <ul style="list-style-type: none"> • Technical issues and resolution • Review comments • Knowledge sharing <p>No matters mentioned in this meeting are considered as formal contractual communication and each matter is communicated separately.</p>		

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

Confirmation of contract communications during operational meetings will, however, be considered as formal acknowledgement of receipt of a contract communication.

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

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____	【●】	【●】
Overall contract progress and feedback	Monthly on _____ at _____	【●】	<i>Employer's Agent</i> , <i>Consultant</i> and 【●】_____

4.3 *Consultant's* key persons

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

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

The *Consultant* shall in addition also submit an organogram indicating the proposed management structure proposed for this contract. The *Consultant* will provide an organogram showing his people and their lines of authority and communication. This organogram would be updated for any key person's personnel changes. The technical key persons are expected to render their service located at the *Employer* site offices.

4.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Consultant* and is given in Part 1 C1.1 Form of Offer & Acceptance.

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

4.5 Documentation control and retention

4.5.1 Communication and information exchange with others

- All documents transmitted to the *Employer's Agent* for review/acceptance/record/information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet as prescribed by the procedure agreed with the *Employer's Agent*, to facilitate the capture of relevant document attributes within the *Employer's* documentation management system.
- The title of each letter clearly summarise the purpose of the letter. In accordance with PSC Core Clause 13.7, each notification deals with only one specific issue at a time and where letters are submitted electronically, the title of the letter is reflected in the subject line and only one letter is submitted per e-mail.
- The *Employer* and the *Consultant* keeps a Document Control Ledger (DCL) of all transmittals between the two, whilst the *Consultant* keeps a DCL for each Sub-*Consultant*.
- All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself.
- Correspondence on a day to day basis may be directed to other parties within the *Employer's* organisation but care must be taken not to violate contract conditions and other provisions in terms of the contract. The *Employer's Agent* as well as the *Consultant's* contractual lead will be copied in on all e-mail correspondence related to the *services* between the *Consultant's* and *Employer's* personnel.
- Contractual communications such as notification of Compensation Events or instructions to deliver *services* which are not directed at/received from the *Employer's Agent* shall not be acknowledged by the *Employer* and decisions or actions taken or omitted as a result thereof shall be at the *Consultant's* own risk.

4.5.2 Identification and communication

- All communication is addressed to the *Employer's Agent*. All communication is in accordance with the contract requirements and the procedure agreed with the *Employer's Agent*. All communication makes reference to:
 - The contract number that is issued by the *Employer* i.e. 46000.....;
 - The title of the contract;
 - The specific PSC clause under which the communication is issued; and

- A unique letter reference number.
- The unique reference numbers to be used for written correspondence between the *Employer's Agent* and *Consultant* and vice versa is as follows:
 - From the *Employer's Agent* to the *Consultant*: 46000..... E/C 0xxx; and
 - From the *Consultant* to the *Employer's Agent*: 46000.... C/E 0xxxwith 46000..... referring to the contract number and the next sequential letter (channel) number.

4.5.3 The *Consultant* performs the following:

- Handles all formal communication between the *Consultant* and the *Employer* through the *Employer's Agent*, or other person designated in writing by the *Employer's Agent*,
- Conducts informal day-to-day oral communications with Others as necessary for the purpose of Providing the Services; and
- Maintains an up to date record of the receipt and delivery of any communication required for the purposes of the *services*.

4.5.4 Retention of documents

- The *Consultant* retains copies of drawings, specifications, reports and other documents which record the *services* in the form stated in the Contract. The time period for which the *Consultant* is to retain such documents is the period for retention stated in the Contract Data. Upon reaching the end of the period for retention, the *Consultant* destroys all documentation submitted to him by the *Employer's Agent* and/or Others.
- Forecasting in accordance to delivery and completion per stage of *services*

4.6 Records and forecasting of *expenses* and Time Charge

- The *Consultant* prepares forecasts of the total Time Charge and expenses for the whole of the *services* and submits them to the *Employer*. Forecasts are prepared at the intervals stated in the Contract Data from the starting date until Completion of the whole of the *services*. An explanation of the changes made since the previous forecast is submitted with each forecast.
- The *Consultant* shall submit forecasts of time charges for each assessment period and maintain records thereof.
- *Consultant's* time management system should also allow for remote allocation, the timesheets need to be internally approved by the *Consultant's* technical lead prior to issuing it to the *Employer's Agent*.
- Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Consultant* and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the *services* rendered which shall be cross-referenced to deliverables rendered. In addition, the *Consultant* shall provide proof of how he is managing his staff

working remotely due to COVID-19 related restrictions. The records of hours shall indicate the *Employer's Agent* to whom *services* were delivered. The *Employer's Agent* shall review all time sheets during Assessment and the *Consultant* shall obtain signed timesheets and assessment documentation from the *Employer's Agent* and submits the assessment package to the *Employer's* Contract Management function for processing.

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

4.7 Invoicing and payment

- The *Employer's* SAP Task Order System
- A SAP task order is the *Employer's* notice to the *Consultant* to carry out a Task.
- The *Consultant* does not perform any work without a SAP task order.
- The *Consultant* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.
- The *Employer* may not issue a SAP task order after the completion date.
- To enable payment the *Employer's Agent* and the *Consultant* signs next to each line of the *services* on the applicable SAP generated task order. The signed copy of this SAP-generated task order is E-mailed to the Contracts Administration Section at NuclCommsStratAssess@eskom.co.za
- The *Consultant* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. The *Employer* requires adherence by the *Consultant* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.
- The *Consultant* delivers an original Tax Invoice to the *Employer's* Financial Accounting group. The payment period will start from the date and time at which the invoice and all relevant documentation were received.
- The *Employer's* VAT Registration Number is: 4740101508
- Particulars included on the *Consultant's* Tax Invoice
 - The words "Tax Invoice" in a prominent place
 - The name, address and VAT registration number of the *Consultant*
 - The name, address and VAT registration number of the *Employer*
 - An invoice serial number
 - The date of issue of the invoice
 - The quantity or volume of goods or *services* supplied

- The price & VAT or a statement that VAT is included @ 15% or zero-rate
- Reference to Contract and/or SAP order number
- The amount paid to date
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number
- The value of the invoice split into payments as per the activity schedule
- A copy of the Assessment Certificate/Signed Task order
- Abridged tax invoice (section 20(5)). Where the amount (incl. VAT) is less than R3 000. The same requirements as above, except that: -the Name, address and VAT registration number of the *Employer*; and the quantity or volume does not need to be specified.
- To enable payment against each applicable SAP generated Task Order the *Employer's Agent* and the *Consultant* must sign next to each line acceptance of the service, Plant and Materials or goods delivered on the applicable SAP generated Task Order. The signed copy of this SAP generated Task Order is promptly returned to the *Employer's Agent*
- Payment is made by means of electronic transfer. The *Consultant* therefore provides his banking details to the *Employer's Agent* within one week of the Contract Date.

4.7.1 Details on how to submit invoices:

- Ensure that the *Employer's* Purchase Order is clearly indicated on your invoice together with the line number the order you are billing for.
- All electronic invoices must be sent in PDF format only, to invoices@eskom.co.za. The payment period will start from the date and time at which the invoice and all relevant documentation were received.
- Each PDF should contain 1 invoice, or 1 debit note or 1 credit note only as *Employer's* SAP system does not support more than 1 PDF being linked into workflow at a time
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that supplier issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues and the signed CPA calculation sheet must be attached.
- Payment/Assessment Certificate signed by both the *Employer* and the *Consultant* must be attached to the Goods Received (GR).
- The *Consultant* must send through the statements at the end of each month and it must be dated end of the month.

4.8 Contract change management

4.8.1 Compensation events

- The *Consultant* provides quotations for compensation events detailing the following items as a minimum:
 - Introduction
 - Executive summary
 - Contractual basis of compensation event (Refer to PSC Core Clause 60.1)
 - Details of the compensation event

- Assessment of compensation event (PSC Core Clause 63)
- Conclusion
- Accepted programme showing impact of delay (PSC Core Clause 62.2) – If the programme for remaining work is altered by the Compensation Event
- Appendices:
 - * Early Warning (PSC Core Clause 15.1) - if applicable
 - * Notification (PSC Core Clause 61.3)
 - * Instruction to submit quotation (PSC Core Clause 61.1 or 61.2)
 - * Instruction to submit alternative quotation (PSC Core Clause 62.1) or to submit a revised quotation (PSC Core Clause 62.4) - if applicable
 - * Any extension of time under (PSC Core Clause 62.5) - if applicable
 - * Any other document(s) the *Consultant* may consider applicable.

For compensation events to be implemented, the *Employer* requires the *Consultant* to sign a compensation event register form. For any payments required as a result of the compensation event, the *Consultant* 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.

4.9 Inclusions in the programme

4.9.1 Plan constraints and requirements

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

4.9.2 The Programme

- Provide the *Employer* with a project management service for all stages of the *services*,
- The *Consultant's* offer shall be accompanied by a draft project management plan and programme.
- The project management plan shall address the following topics:
 - Resource plan which contains names, roles, and CVs of all the *Consultant's* personnel that will perform work.
 - Programme indicating timing and sequence of activities required to complete the work. Sufficient review- and comment resolution periods must be included for all relevant stakeholders. The *Consultant* will submit a first plan for acceptance within two weeks from the start date.
 - Risk and issue management plan that explains how all events or conditions that may affect the project objectives will be identified and managed.
 - Activity schedule that shall indicate the proposed payment dates and activities.

- Preparing detailed operating and maintenance manuals including schematic layouts, etc.
- The *Consultant* shows on each Programme which he submits for acceptance the information as stated in PSC Clause 31.2 and 32.1.
- In addition, the *Consultant* shows the following:
 - Services and work (programmes) of the Sub-*Consultant*(s).
 - Interfaces between Sub-*Consultant*(s) as well as the interfaces between Sub-*Consultant* and the *Consultant*.
 - All activities defined in the Task Order.
 - The Plan's revision number.
- Networks are constructed to reflect the possible (instead of probable) sequences of activities, using resource scheduling to stagger the performance of activities into the most probable sequence.
- For the sake of compatibility, the *Consultant* prepares his programme on Primavera P6 Professional R15.2 (.xer file format) (No later than 85 version to be submitted and no earlier version than Professional RB) computerised planning software and utilises it for all planning, progress monitoring and reporting.
- The *Consultant* has to include loss of time due to rain and public holidays and include this in its programme.
- The final programme must be discussed with the *Employer* representative for acceptance. Failure to do so will negate any claim for additional time.
- The *Employer* requires the following estimated times to be included in the *Consultant's* programme:
 - Two weeks for review and two weeks for approval of the concept design including quantity surveyor's submissions;
 - Four weeks for the enrolment and completion of the FFD authorisation of the *Consultant's* staff;
 - Two weeks for the review and two weeks for acceptance of final design, including quantity surveyor's submissions;
 - two weeks for the review and 2 weeks for the acceptance of the facility maintenance manual and maintenance basis;
 - Two weeks for review and 2 weeks for the acceptance of the method statements for construction;
 - Two days (48 hours) notice for all inspections to be performed by the *Employer*.
- It must be noted that the project management plan is a living document that should be updated when required. This could be done during the monthly progress reporting or as needed.
- The *Consultant* will communicate all its requirements to the appointed *Employer's* representative dedicated to the project.

4.9.3 Reporting on progress and remaining duration

- The method for reporting on activities in progress is by remaining duration, i.e. the time, in working days, needed to complete the activity from the report date. Once an activity has started, the remaining duration is assessed for each update.
- Automatic reduction of remaining duration as the report date moves forward is not accepted.

4.9.4 Actual dates

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

4.9.5 Time Now Date

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

4.9.6 Planning constraints and review process

- The *Consultant* does not plan for any *Employer* activities during the period of week 51, week 52 and week 1 of each year. Should any reviews be planned during this period, then the review periods need to be agreed, upfront, with the *Employer's* agent.
- The *Consultant* shall allow two weeks for the *Employer* to review the *Consultant's* project management plan and programme, and one week for comment resolution.
- The *Consultant* makes allowance for two review cycles for each submitted deliverable for the *Employer's* review, thereafter one cycle for finalisation and acceptance. See table below:

Acceptance Management Periods [<i>Employer</i> Review and <i>Consultant's</i> response]					
Type of deliverable	1 st acceptance review period	<i>Consultant's</i> response & re-submission	2 nd acceptance review period	<i>Consultant's</i> response & re-submission	Final acceptance review period
Interim/draft submission for influence	5 days	Not Applicable	Not anticipated	Not Applicable	Not anticipated
Lists	10 days	7 days	5 days	5 days	7 days
Reports, manuals, strategies and templates	10 days	7 days	5 days	5 days	7 days
QADP and EIR	15 days	7 days	10 days	5 days	7 days
Scheduling Programme	5 days	2 days	4 days	2 days	2 days

*Days refers to working days

- The *Employer's* Agent shall have the above stipulated durations to review the *Consultant's* submissions, utilising suitably qualified and experienced individuals, and to issue all comments on a consolidated Document Comment and Resolution Form (DCRF) to the *Consultant* containing:

- Comments that are categorised.
- No repeated nor conflicting comments.
- Detailed reasons for withholding acceptance.
- The *Consultant* shall have above stipulated durations to analyse and address the *Employer's Agent's* DCRF and to submit his responses to the comments on the DCRF and updated document to the *Employer's Agent*.
- If *Consultant* intervention is required to address NNR comments, the *Employer's Agent* will instruct the *Consultant* within 5 working days after receipt of the NNR comments to:
 - Either perform re-work and correct Defects or
 - Provide support.

4.9.7 Monthly progress reporting

- The *Consultant* submits to the *Employer* agent a monthly report following the assessment date, but by no later than the last day of each month. The report contains the following information as a minimum requirement:
 - Executive summary. (Narrative identifying major movement within the reporting period.)
 - A four-week look ahead work window focussing on *Employer* activities due to start and due for Completion.
 - Revised programme for *Employer's Agent* acceptance indicating, actual progress of work against last Accepted Programme.
 - Updated "Project List of Applicable Documents" which is a list (table) indicating the "current accepted" revision as well as the status of any later revisions of the specific document. Documentation to be covered by the Task List of Applicable Documents (TLAD) include the following as a minimum:
 - * Contract/Task Quality Plan
 - * List of activities which:
 - o were completed during current reporting period, (including the activities of the *Employer* and Others),
 - o are in progress (including the activities of the *Employer* and Others),
 - o are to be undertaken during the next reporting period per discipline, (including the activities of the *Employer* and Others),
 - o Are behind schedule together with an action plan on how the delays are to be rectified.
 - Shows results obtained, range of application and validation.
 - Shows the relationship of results to previous findings/theories/technological developments.
 - Identifies the description of apparatus, operations and data gathering activities.
 - Provides descriptions of significant problems that occurred.
 - Provides a summary of work performed including recommendations and description of possible impacts.
 - Indicates deviations from plan, recorded and analysed.
 - Proposed monthly assessment information for the current reporting period.

- Revised activity schedule, which indicates projected future cash flow.
- Key issues/items of concern and corrective actions.
- Progress curves.
- Early warning log.
- Compensation event log.
- Critical activities.
- Updated resource schedule and histogram (If changed).

4.10 Quality management

4.10.1 System requirements

The *Consultant* complies with the quality and Safety Management Requirements for Nuclear Suppliers Level 2 238-102 Rev 2 as well as Building regulations SANS 10400.

The scope of work is classified Q1/L2. The *Consultant* complies with the general quality requirements of 238-102 Revision 2. The *Consultant's* Integrated Management System (IMS) must be certified to ISO9001:2015 or equivalent.

The *Consultant's* quality assurance system is subject to the acceptance by the *Employer*.

The *Consultant* ensures that any sub-consultant employed by him has and implements a Quality Assurance Programme to meet the quality assurance requirements of the *Employer*.

The *Consultant* controls and supervises his sub-consultant's quality plans (including manufacturing quality plans). The *Consultant* reviews and accepts all plans, prior to submission to the *Employer's Agent*, for his acceptance. All sub-consultant components are verified by the *Consultant's* technical representative(s) before use or installation.

If the sub-consultant has to perform work in terms of the *Consultant* compiled quality plans, the sub-consultant also reviews and accepts the use thereof.

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

The *Consultant* ensures that his staff and sub-consultants are conversant with the content of the Scope of Work as defined by the Scope of Work quality control plans/work plans and work instructions.

Consultant's authorisation of personnel (including sub-consultant personnel), applied for providing the Scope of Work, is made available to the *Employer's Agent* prior to the start of the work for which the authorisation is done.

The *Consultant* retains records of internal reviews performed by its personnel. The records provide objective evidence of who performed the review and the level of detail of the review. This requirement is also applicable to review of sub-consultant deliverables. Where considered necessary, the *Employer's Agent* may request such review records and the *Consultant* provides such information without limitation.

Where considered necessary, the *Employer's Agent* may request the root cause analysis and associated corrective action plan that the *Consultant* has established to deal with non-conformances / issues and / or Defects related to providing the Scope of Work. The *Consultant* provides such information without limitation.

4.10.2 Information in the quality plan

The *Consultant* complies with the following:

Phase	Classification No	Quality Level	RD-0034 Level
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Design: 07147 DPDRR007, Revision 2: Detailed Design Package - Cask Storage Building (CSB) Storage Pad Upgrade	0007/04Q	Q11 DSG-318-087	Level 2
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The *Consultant's* and Sub-*Consultant's* Quality Control Plans (QCPs) are subject to the acceptance by the *Employer*.

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

All *Consultant's* QCPs are accepted by the *Client's Agent*, the *Consultant* and the *Employer's* Appointed Inspection Authority / quality assurance (QA) representative (as applicable) prior to the commencement of work. Only after acceptance of these documents by the *Client's Agent* and the *Employer's* QA representative / AIA as applicable, may the work proceed.

The *Consultant* ensures that all work (*Consultant* and Sub-consultant work) is carried out in accordance with the QCPs or any other specifications through written instructions from the *Client's Agent*.

All documentation has a clearly stated revision number and previous similar documentation is revoked. All completed work is signed off in the QCPs as the work progress and all the relevant signatures are made on the documentation.

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

The QCP typically consist of the following as a minimum:

- a cover page that includes and makes provision for the following:
 - document unique number,
 - revision number,
 - page number,
 - provision to incorporate all inspection report numbers,
 - plant / system worked on,
 - high level description of work execution,
 - provision for review and acceptance signatures by the *Consultant*, the *Employer* and the *Employer's* AIA / QA representative (where applicable) and
 - provision for final release signatures by the *Consultant*, the *Employer* and the *Employer's* AIA / QA representative (where applicable).
- a page which includes a high level logical sequence of work execution,
- a page which includes:
 - drawing numbers,
 - abbreviations,
 - records numbers,
 - procedures numbers,
 - reference document numbers and
 - Certificate numbers and references.
- the work execution logic and sequence,
- hold and witness points,
- a materials summary that includes:
 - material quantities and dimensions and
 - material certificate numbers or receipt inspection reference numbers with adequate traceability to material / other certificates.

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

4.11.1 Employer's purpose for the material

- All work ('deliverables'), with the possible exception of pre-existing intellectual property such as analysis techniques, created by the *Consultant* for the *Employer*, is deemed to be part of the *services* for the benefit of the *Employer*, for purposes of copyright law. Accordingly, the *Employer* has the exclusive right, title and interest therein.
- The *Employer* is granted an irrevocable, royalty-free, and non-exclusive licence to use all documents delivered to it by the *Consultant* for purposes necessary for *Employer's* use.
- Deliverables, created by *Consultant*, does not include any material existing prior to commencement of *Consultant's* performance of the *services* under this *Contract*.
- Except as set out above, neither Party is precluded from developing anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables created by *Consultant*.
- The *Consultant* may not use any documents (and the copyright therein and all intellectual property rights relating thereto), which are owned by the *Employer* and/or Others and provided to the *Consultant*, for any other purpose than to Provide the *Services*.
- *Consultant*, at its own expense and control, defend, or at its option, settle any suit or proceeding brought against the *Employer* in respect of any *services* or deliveries, or any part thereof, or use thereof for their intended purpose, constitute(s) an infringement of any intellectual property right, including patent, copyright, trademark, and trade secret; and said allegations of infringement would apply to such intellectual property right and set forth a cause of action for infringement under the laws of *Consultant's* country had the alleged infringement taken place in the *Consultant's* country; provided that *Consultant* is notified in writing within fifteen (15) days of the *Employer's* knowledge of the suit or proceedings and given information, and assistance by the *Employer* in a timely manner for the defence of said suit or proceeding.
- The *Consultant* shall not be responsible for any settlement of such suit or proceeding made without its prior written consent. If, as a result of any suit or proceeding so defended, any *services* or deliveries, or any part thereof, are held to constitute infringement or their use by the *Employer* is enjoined, *Consultant* shall, at its option and its expense, either (a) procure for the *Employer* the right to continue using said *services* or deliveries, or part thereof, (b) replace them with a substantially equivalent non-infringing *services* or deliveries, as the case may be; or (c) modify the *services* or deliveries so it becomes non-infringing.

4.11.2 Restrictions on the *Consultant's* use of the material for other work

- Confidentiality and Publicity
 - The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980 and the Protection of Information Act 84 of 1982.
 - The *Consultant* agrees that neither the *Consultant* nor its employees, Agents or Sub-Consultants makes any public statements or release to any third party any information concerning the *services* without first obtaining the written approval of the *Employer* which is not unreasonably withheld. Requests to release information is co-ordinated through the

designated *Employer's* Procurement Manager or the *Employer's* Power Station Manager or as otherwise specified in the Scope.

- The *Consultant* ensures that his employees, Agents and Sub-Consultants adhere to these restrictions.

4.11.3 Transfer of rights if Option X 9 applies

The *Employer* owns the *Consultant's* rights over material prepared for this contract by the *Consultant* and the *Consultant's* Sub-consultants.

For the purpose of this contract, Intellectual Property (IP), whether it is acquired through licenses from third parties, capabilities developed, or products created, will be utilised during the project. The *Consultant* and its Sub-Consultants must sign a non-disclosure agreement on his contract's IP as a prerequisite for participation in the project.

- All work ('deliverables') created by the *Consultant* for the *Employer* is deemed to be "works for hire" for the benefit of the *Employer*, for purposes of copyright law. Accordingly the *Employer* has the exclusive right, title and interest therein. To the extent that any deliverable, created by the *Consultant* may not be considered "works for hire" for any reason, the *Consultant* hereby assigns its entire right, title and interest therein to the *Employer* and agrees to do everything reasonably necessary to perfect the *Employer's* interest.
- The *Employer* is granted an irrevocable, royalty-free, and non-exclusive licence to use all documents delivered to it by the *Consultant* for purposes necessary for *Employer's* use, including issuing it to Others..
- Except as set out above, neither Party is precluded from developing anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables created by *Consultant*.
- The *Consultant* may not use any documents (and the copyright therein and all intellectual property rights relating thereto), which are owned by the *Employer* and/or Others and provided to the *Consultant*, for any other purpose than to Provide the Services.
- The *Consultant*, at its own expense and control, defend, or at its option, settle any suit or proceeding brought against the *Employer* in respect of any *services* or deliveries, or any part thereof, or use thereof for their intended purpose, constitute(s) an infringement of any intellectual property right, including patent, copyright, trademark, and trade secret; and said allegations of infringement would apply to such intellectual property right and set forth a cause of action for infringement under the laws of *Consultant's* country had the alleged infringement taken place in the *Consultant's* country; provided that *Consultant* is notified in writing within fifteen (15) days of the *Employer's* knowledge of the suit or proceedings and given information, and assistance by the *Employer* in a timely manner for the defence of said suit or proceeding.
- The *Consultant* shall not be responsible for any settlement of such suit or proceeding made without its prior written consent. If, as a result of any suit or proceeding so defended, any *services* or deliveries, or any part thereof, are held to constitute infringement or their use by the *Employer* is enjoined, *Consultant* shall, at its option and its expense, either (a) procure for the *Employer* the right to continue using said *services* or deliveries, or part thereof, (b) replace them with a substantially equivalent non-infringing *services* or deliveries, as the case may be; or (c) modify the *services* or deliveries so it becomes non-infringing.
- The *Consultant* shall have no duty or obligation to the *Employer* under this section, to the extent that the *services* or deliveries, or part thereof, are (a) supplied according to the *Employer's* or the *Employer's* *Consultant's* design or instructions, wherein compliance herewith has caused *Consultant* to deviate from its normal course of performance; (b) modified by the *Employer* or its *Consultant* after delivery, or (c) combined by the *Employer* or its *Consultant* with items not furnished hereunder, and by reason of such modification or combination a suit or proceeding is brought against the *Employer*. If a suit or proceeding is brought against the *Consultant* arising out of such design, modification or combination, the *Employer* indemnifies and hold harmless the *Consultant* of claims from third parties, without any right of recourse against the *Consultant*. In such cases the *Employer* protects the *Consultant* to the same extent that the *Consultant* has agreed to protect the *Employer* by the provisions of this section.

4.12 Health and safety

The *Consultant* shall comply with the health and safety requirements contained in section 7 references to this Scope.

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the *services*.

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

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

4.12.3 The *Consultant* complies with the Duties of the Designer in accordance with the requirements of the Construction Regulations 2014.

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

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

4.12.6 The *Consultant* complies with the *Employer's* lifesaving rules as stipulated in Directive, Reference 32-421. 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.
- Rule 5: Permit to work.

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

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

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

4.13 Procurement

4.13.1 BBBEE and Preferential Procurement Policy Framework Act (PPPFA)

- The *Employer* as an organ of state is governed by the Preferential Procurement Regulations 2011 which stated that all contracts for Goods or Services are procured in accordance with a system that is fair, equitable, transparent, competitive and cost-effective.
- The *Employer* requires that the *Consultant* maintain its BBBEE status for the duration of the contract period and report any changes as per Clause Z3 in this contract.
- This will be measured in accordance with the requirements of annual verifications done and BBBEE certificates to be provided to the *Employer*.

4.13.2 Skills Development Localisation & Industrialisation Undertaking

- A. Job Creation
- B. Local Procurement Content
- C. Skills development

4.13.3 Job Opportunities/Creation

- The supplier's proposed number of jobs to be created and / or retained from this contract.

	Supplier Name	Jobs created	Jobs retained	Job Category
1		-		

4.13.4 Local Procurement Content

	Supplier Name	<i>Employer</i> Target	Tenderer's Proposal
1			

4.13.5 Skills Development

The *Consultant* shall transfer skills to the nominated skills development beneficiary (an engineer) so that (s)he will be enabled to be professionally registered as an engineer at the end of the skills transfer period. This requirement will be monitored and reported to the *Employer's Agent* on a monthly basis.

4.13.6 Reporting and Monitoring of SD&L

- The *Consultant* shall on a quarterly basis submit a report to *Employer's Agent* in accordance with Data Collection Template on their compliance with the Supplier Development & Localisation (SD&L) obligations described above. The *Employer* shall review the SD&L reports submitted by the *Consultant* within 60 (sixty) days of receipt of the reports and notify the *Consultant* in writing if their SD&L obligations have not been met.
- Upon notification by *Employer* that the suppliers have not met their SD&L obligations, the suppliers shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Preferably, every bid should be accompanied by the draft SD&L Implementation Schedule. The *Consultant* will be required to submit the completed Implementation plan and return to SD&L representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SD&L commitments

4.13.7 Other constraints

- Environmental authorisation conditions.

4.13.8 Preferred sub-consultants

- The *Employer's Agent* wishes for the *Consultant* to only use accredited (registered) Sub-Consultants for relevant sections of the service.
- The *Consultant* ensures that all his Sub-consultants comply with the *Employer's* requirements in terms of quality, safety and assurance, and seeks the *Employer's Agent* approval prior to appointing any Sub-consultants

4.13.9 Subcontract documentation, and assessment of subcontract tenders

- The *Consultant* keeps audible records of his actions and decisions to appoint Sub-consultants, and make available copies of his records to the *Employer's Agent* on request.

4.13.10 Limitations on subcontracting

- Sub-consultants reporting relationships are such that quality outputs and independence is assured. These relationships are such that the *Consultant* has full control of all Sub-consultants outputs. Sub-consultants contracting Sub-consultants are to be avoided as far as possible. Exceptions are only allowed with the explicit acceptance of the *Employer's Agent*.

4.13.11 Attendance on Sub-consultants

- Environmental authorisation was obtained by other consultants, the *Consultant* may be required to communicate and refer any matter related to environmental authorisation conditions to those consultants.

4.14 Correction of Defects

- All notified Defects must be completed in order to achieve Completion.

4.15 Working on the *Employer's* property

4.15.1 Fitness for Duty Management

- Where required to work on Koeberg Nuclear Power Station, the *Consultant* adheres to the *Employer's* procedure Fitness for duty (FFD) requirements for vendors and suppliers who are required to perform work inside the owner-controlled areas of KNPS (335-68). This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.
- The objective of the *Employer's* FFD programme is to provide reasonable assurance that the *Consultant's* plant workers will perform their tasks in a reliable and trustworthy manner and are not under the influence of any substance or suffer from any health impairment which in any way adversely affects their ability to 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.

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

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

4.15.3 FFD requirements before registration takes place

- Information the *Consultant's* employee must supply:
 - Identification document,
 - Work permit (non SA citizens),
 - Qualifications,
 - Curriculum Vitae (CV),
 - Criminal record history, and
 - Proof of residential address.

- Forms that the *Consultant's* employee must sign
 - Pre-placement medical examination,
 - Baseline questionnaire for audiometry,
 - Medical declaration,
 - Security permit application,
 - Consent to disclose criminal information (if the *Employer* is performing the criminal check),
 - SAPS enquiry, and
 - Non-disclosure agreement (protection of information).

4.15.4 Requirements for FFD registration

- Requirements for the *Consultant's* personnel to be registered on the FFD system:

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

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

Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
					<p>deemed to be a security risk to the Site are not to be considered for employment by the <i>Consultant</i>.</p> <ul style="list-style-type: none"> The <i>Consultant's</i> employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process
Complete Man Job Spec Form	X	X	<i>Consultant</i> to complete with <i>Employer</i>	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> The <i>Consultant</i> ensures that an occupational health <i>services</i> job specification form is completed, in conjunction with the <i>Employer</i>, for each of his employees and all signatures are obtained before the health assessment is arranged. These forms are obtainable from the <i>Employer</i> at Koeberg. The form identifies the work scope, the occupational hazards that the <i>Consultant's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks. The <i>Consultant's</i> employee will be in possession of the completed and signed occupational health <i>services</i> job specification form when he/she arrives on site to start the FFD process.
Drug Test		X	Negative drug test to be presented before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point <i>Consultant</i> ensures that their employees have been tested for drugs before they arrive on site to start the FFD process. Persons with a positive drug test result are not considered for employment by the <i>Consultant</i>. Persons with positive drug tests will not be allowed to register for the FFD process. The <i>Consultant's</i> employees must be in possession of the drug test results when he/she arrives on site to start the FFD

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

Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
					<p>permit is not be considered for employment by the <i>Consultant</i>.</p> <ul style="list-style-type: none"> The <i>Consultant's</i> employee must be in possession of the original work permit when he/she arrives on site to start the FFD process.
Registration on FFD System	X	X		<i>Consultant's</i> own planning	<ul style="list-style-type: none"> <i>Consultant's</i> employees are registered on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i>. This could be a <i>Consultant</i> employee, if appointed by the <i>Employer</i>. <i>Employer</i> is responsible to arrange this activity. Registration is only performed if the <i>Consultant's</i> employee is in possession of all the documentation required for registration If the <i>Consultant's</i> employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.
Training Requirements Form	X	X	<i>Employer</i> and <i>Consultant</i> to supply	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> The scope of each <i>Consultant</i> employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence. All <i>Employer</i> training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical assessments as identified for the scope of work are not allowed to continue with the FFD process and shall be required to leave the Site. The <i>Employer</i> identifies any specific training needs of each individual or group of individuals (based on the planned work scope) and ensures compliance to the training requirements identified for the specific duties before access to Site is

Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
					considered. • The <i>Consultant's</i> employee must be in possession of the training requirements form when he/she arrives on site to start the FFD process.
FFD Bookings	X	X		<i>Consultant's</i> own planning	• <i>Consultant's</i> employees are booked on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i> . This could be a <i>Consultant</i> employee, if appointed by the <i>Employer</i> .
Non-Disclosure Agreement		X	All <i>Consultant</i> employees are required to sign a non-disclosure agreement	<i>Consultant's</i> own planning	• The <i>Consultant</i> ensures that a non-disclosure agreement is signed form is signed by each employee before the person is registered to start the FFD process. • These forms are obtainable from the <i>Employer</i> at Koeberg.
Security Permit Application	X	X	<i>Employer</i> and <i>Consultant</i> to supply	<i>Consultant's</i> own planning	• The <i>Consultant</i> ensures that a security permit application form is completed for each employee, before the person is registered to start the FFD process. These forms are obtainable from the <i>Employer</i> at Koeberg. • It is important that the form is completed by the <i>Consultant</i> in conjunction with the <i>Employer</i> The form identifies the security areas that the <i>Consultant's</i> employee is required to enter for the execution of the tasks. • The <i>Consultant's</i> employees must be in possession of the security permit application when he/she arrives on site to start the FFD process.
Arranging training and related		X	Booking by <i>Consultant</i> - to fit in with normal routine course or	2 days duration	

Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
competency tests / assessments			<p><i>Consultant</i> to arrange a separate course for large number of people.</p> <p><i>Employer</i> requirements relating to training of personnel are detailed in KSA-119</p>		
Site access authorisation	X		At completion of all required access training.	5 days duration	<ul style="list-style-type: none"> <i>Consultant</i> to ensure attendance of all the required training sessions.
Acceptance of vehicle access to Site	X		<p>Permission for access of a vehicle on the Site must be obtained from the <i>Employer's Agent</i></p> <p>Vehicles are not allowed on Site unless specific approval is obtained from the <i>Employer</i> and will only be considered for exceptional cases.</p>	Minimum 3 days prior to required site access date.	

4.15.5 *Consultant's* medical examinations

- The following actions are required before *Consultant* leave country of origin:
 - All *Consultants* medicals must be done with an external service provider i.e. Occupational Health Practitioner (OHP).
 - A Pre-placement / Transfer Medical Examination form needs to be completed by OHP (See attached PDF form).
 - All *Consultant's* staff must be tested for COVID-19 before exiting country and test may not be older than 14days before arrival in South Africa.
 - The *Consultant* is liable for payment of medical examinations and COVID -19 screening of staff.
- The following documents MUST be presented on appointment date:
 - Physical medical examination report
 - Occupational and medical history
 - Vision test

- Audiogram
- Full blood count (only for radiation workers)
- Signed Person job specification form
- Signed GA 14
- Barcode FFD form
- Appointed Site representatives must book their respective employees via the FFD system.
- COVID-19 controls that must be followed:
 - Mask shall be worn at all times
 - Temperature screening must be done outside of FFD centre in the allocated location (ski-cabin), before proceeding to the Medical Centre reception desk.
 - Hand sanitisers are in place and the practicing of social distancing will be strictly adhered to.
- Medical examinations are done by *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	hmalaka@msn.com

- The *Consultant* is responsible for the cost, arrangement and completion of the medical examination by his personnel prior to them coming to site.

4.15.6 Fraudulent documents

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

4.15.7 False declarations

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

4.15.8 Consultant Security clearance

- The following actions are required in order to screen staff online:
 - The *Consultant's* FFD Site Representative must upload the following documents onto the FFD System, namely:
 - o Valid copy of passport;
 - o Valid Work permit for the individual worker;
 - o Valid Police clearance report from country of origin per individual (not older than 2 months);
 - o Residential address to be uploaded (address where such a person residing while in the RSA, such as hotel, guest house address)
 - o As soon as the uploaded information is received, Security will then create profile for the individual.

4.15.9 FFD requirements after registration takes place

Activity Description	Employer	Consultant	Requirements	Planning	• Additional Notes
Enrolment on FFD System	X	X	<i>Consultant's</i> employees shall be enrolled on the <i>Employer's</i> FFD system by the Security Group when they arrive on site.	10 min	• A <i>Consultant'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>Consultant's</i> employees are required to perform a drug test administered by the <i>Employer</i> . This test will be done notwithstanding the test done by the <i>Consultant</i> .	30 min	• The <i>Consultant's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Site and will be denied access for at least 12 months.

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

Radiation workers Training	X	X	Consultant 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
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.	1 hours	

4.15.10 Exit procedure

- The *Consultant* and the *Employer* ensure that permit holders that no longer require access to the Site follow the FFD exit procedure. Failure to do so may result in the *Consultant's* employee being denied access in future.
- The duration of the exit activity is approximately 90 minutes and includes an exit medical examination

4.15.11 Facilities

- When working on Koeberg Nuclear Power Station for an extended period is required, for Providing the Services, the *Employer* provides office space with associated office equipment (i.e. access to tables, chairs etc.) but excluding telephone, Laptop/computer and internet access.
- The *Consultant* is liable for any damage incurred to the *Employer's* facility during the period of occupation by the *Consultant*.
- The *Consultant* submits a facilities checklist to the *Employer* for acceptance, prior to occupation and again upon departure, which serves as proof of any damage to the *Employer's* facility.
- All expenses incurred by the *Employer* in the event of the *Employer* having to perform repairs, at a fee that is in line with the current building tariffs, are for the *Consultant's* account.

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

4.16.1 Security check points

- Prior to access to Site, the *Consultant* passes through various security checkpoints, viz. Entrance at the R27 access gate, entrance at the Duynefontein entrance and at ACP-1 or designated control point. All temporary worker/visitors' permits are issued at ACP-1 or designated control point.

4.16.2 Vehicles and tools/equipment

- All equipment and tools are subject to a security screening before they are allowed on the Site. All equipment and tools are listed and specified before they are brought on Site. This list serves as

evidence for removal permits upon Completion of the *services*. Vehicles are only allowed on Site if justification is provided to the *Employer's Agent* that such a vehicle is essential to Provide the Services.

4.16.3 Prohibited/unauthorised items on site

- In terms of the National Key Point Act 102 of 1980, the Site was a declared National Key Point (NKP). The National Key Point Act requires and empowers the owner of the National Key Point (Power Station Manager), to implement measures that will ensure the security of the National Key Point. The National Key Point area at the power station is the area within the protected area barrier (ACP 2 inwards).
- One such security measure is procedure KAA-777 Revision 4 (Process for access to Koeberg Nuclear Power Station). The procedure stipulates that the following items are prohibited from being brought onto site, unless specifically authorised:
 - explosives or components thereof,
 - habit forming drugs,
 - alcohol,
 - mercury,
 - acids,
 - cellular phones,
 - firearms, ammunition, or any part thereof, and
 - cameras
- *Consultant* personnel violating the procedure will be investigated and may result in action being instituted against such individuals and possible removal from site.
- To keep the *Consultant* 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 *Consultant's* employees to ensure compliance and to refrain from bringing prohibited/unauthorised items onto site.

4.16.4 Work in the radiological controlled zone (as applicable)

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

4.16.5 Permit to Work (PTW)

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

4.16.6 People restrictions, hours of work, conduct and records

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

4.16.7 Site Hours

- *Employer* working hours are:
 - Mon-Thu: 07h30 - 16h35
 - Fri: 07h30 - 13h35 (last Friday of the Month 07h30 – 12H05)
- The *Consultant* takes due cognizance of the *Employer's* working hours whilst providing the Service.
- The *Consultant* reports monthly to the *Employer's Agent* the person hours worked by the *Consultant's* personnel involved in the execution of time-based services.

4.16.8 Road traffic regulations

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

4.16.9 Emergency mustering and accountability and evacuation

- Due to the nature of the site the *Employer* is required to have full accountability of all personnel at all times.

- The *Consultant* maintains a current status accountability list of all his personnel on site.
- The accountability list is handed to the *Employer* each time a change occurs.
- The *Consultant* ensures that his personnel take full responsibility of this requirement and that his personnel are fully au fait with the mustering requirements as detailed in procedure KAA 611.

4.16.10 Consumables and Equipment

- The *Consultant* supplies the consumables required to provide the Service.
- The *Consultant* shall provide and use his own tools, special equipment, IT hardware and software, PPE including COVID-19 face masks, stationery and acquire all necessary licences, permits and authorisations required to perform the *services*.
- The *Consultant* will provide his own internet access

4.16.11 Telephones

- No cellular or mobile phones are allowed within the Access Control Point 2 (ACP2 boundary).
- The *Consultant* is responsible for payment of the total telephone account when the *Employer's* telephone account system is utilised by the *Consultant*.

4.16.12 Cooperating with and obtaining acceptance of others

- The *Employer's Agent* co-ordinates the execution of the *Consultant's* work with the work of Others on site. The *Consultant* co-operates with and does not delay, impede, or otherwise impair the work of Others.
- The *Consultant* shall support the *Employer's* team during NNR engagements for reviews and presentations
- It is expressly agreed that the *Employer* is responsible for dealing with the NNR and the IAEA. The *Employer* shall be the single point contact in any correspondence with the NNR and IAEA. The *Consultant* shall not correspond directly with the NNR and IAEA.
- The *Consultant* shares the Site with Others and maintains a harmonious relationship at all times 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 *Consultant* makes available the assignees and key people timeously for Providing the Services.
- The *Consultant* seeks out everything necessary to identify those matters that fall fully or partially within the scope of the *services*, whether or not such matters are addressed in the description of the *services* or in the Scope or in other requirements for the *services* stated from time to time.
- The *Consultant* brings to the attention of the *Employer* any additional *services* that the *Consultant* believes should be performed by him in keeping with sound professional practice.
- The *Consultant* notifies the *Employer* of any matter that the *Consultant* disagrees with or cannot resolve to his satisfaction.

4.17 Things provided by the *Employer*

4.17.1 Equipment

- None

4.17.2 Canteen and snack bar

- The canteen and snack bar are only used on a cash basis.
- Halaal facilities are available.

4.17.3 Ablution facilities

- Designated ablution facilities are provided on the site of ACP 2.
- *Consultant's* employees are to ensure that good hygiene practices are observed.
- The *Consultant* supplies restroom facilities and vending machines at his own expense, if required.

4.17.4 Medical and Hygiene Services

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

5 List of drawings and documents

5.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

5.2 Documents to be referenced

The references below have been divided into the stages that it is better suited in order to provide clarity and guidance; however there may be an overlap within other stages of the Scope.

- 5.2.1 Government Gazette, Guideline for Services and Processes for Estimating for Persons Registered in terms of the Engineering Profession Act, 2000, (Act N°46 of 2000). [Public Document – not supplied]
- 5.2.2 Project and Construction Management Act, 48 of 2000 [Public Document – not supplied]
- 5.2.3 KAA 502, Project Management Process for New Facilities and Changes to Existing Facilities at Koeberg Nuclear Power Station.
- 5.2.4 Planning And Programming Quick Reference Guide,
- 5.2.5 Value Added Tax Act 89 of 1991. [Public Document – not supplied]
- 5.2.6 Revenue Laws Amendment Act 45 of 2003. [Public Document – not supplied]
- 5.2.7 DSG 318-087, Quality requirements for the procurement of assets, goods and services.
- 5.2.8 DSG-318-024, The Wiring Of Off Plant Buildings
- 5.2.9 0002/96Q, Q2/L2, Classification for design work
- 5.2.10 KOU Corrective Action Programme (CAP)
- 5.2.11 Nuclear Safety, Seismic, Environmental, Quality, Importance, and Management System level Classification Standard 240-89294359, KSA-010.
- 5.2.12 331-86, all detailed design drawings, assembly- drawings and as-built drawings shall be supplied, by the Contractor, in accordance with the *Employer's* procedure.
- 5.2.13 GGG-1299, *Employer's* guide for technical writing,
- 5.2.14 KBA 0000 G00 1000 Revision Z2, All new drawings submitted by the Contractor conforms to the *Employer's* drawing standard,
- 5.2.15 KFU-026, Detailed Design Review Report
- 5.2.16 331-170 (KSA-106), Requirements for Protective Coatings for use at Koeberg Nuclear Power Station
- 5.2.17 KSA-144, Painting Standard For Decorative Works And Demarcations.
- 5.2.18 KFA-035, Design Change Package Implementation Approval
- 5.2.19 ESK AM AAA 1, Corporate Identity Manual
- 5.2.20 31-86, Design Changes to Plant, Plant Structures or Operating Parameters.
- 5.2.21 KAA 560, The Control of Plant Documentation as a result of plant change, plant anomaly or document anomaly.
- 5.2.22 KSA-011, The Requirements for Controlled Documents.

- 5.2.23 331-206, NE design service classification.
- 5.2.24 Engineering Profession Act No.46 of 2000
- 5.2.25 ISO 9001:2015, Quality Management Systems
- 5.2.26 Nuclear Energy Act 92 of 1982 [Public Document – not supplied],
- 5.2.27 Occupational Health and Safety Act 85 of 1993 and its regulations, [Public Document – not supplied]
- 5.2.28 OHSAS 18001:2007, Occupational health and safety management standard
- 5.2.29 National Environmental Management Act 107 of 1998, National Environmental Management Act 107 of 1998 [Public Document - not supplied]
- 5.2.30 Construction Regulation 2014,
- 5.2.31 National Health Act 61 of 2003,
- 5.2.32 Basic Conditions of Employment Act 75 of 1997. The Contractor indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the Contractor's transgression of the Act,
- 5.2.33 the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and the Labour Relations Act 66 of 1995,
- 5.2.34 The Contractor's construction supervisor must be registered as a professional construction manager in terms of the Project and Construction Management Act, 48 of 2000
- 5.2.35 240-111018542, Determining of Construction Work Form
- 5.2.36 KfV-SR-054, Construction Safety Health And Environmental Approval Checklist
- 5.2.37 KfV-SR-055, Non-Construction Work Approval Checklist
- 5.2.38 32-95, Environmental, Occupational Health and Safety Incident Management Procedure.
- 5.2.39 32-136, Construction Safety, Health and Environment Procedure
- 5.2.40 KAE 012, Hazardous and non-hazardous waste and scrap disposal.
- 5.2.41 KAA-768, Safety, Health and Environmental Risk Assessment and Programme
- 5.2.42 240-62989893, Vehicle Accident Reporting form,
- 5.2.43 240-77046688, Employers Investigation Report
- 5.2.44 32-421, Management Directive Eskom cardinal rules
- 5.2.45 KSA-132, Lifting and Rigging Requirements
- 5.2.46 KSM-031, Scaffolding Program
- 5.2.47 KGA-067, Safety, health and Environmental Risk Assessment Guide.
- 5.2.48 KG-096, Critical Task Guide.
- 5.2.49 AI-040, Control of Nuclear Portfolio Excavation

- 5.2.50 MANDIR 009, Personal Protective Equipment Code for the Koeberg Operating Unit.
- 5.2.51 FFD process map.
- 5.2.52 KJV-SR-004, Occupational Health Services Job Specification
- 5.2.53 KSA 109, Requirements for Access Authorisation to Koeberg Nuclear Power Station
- 5.2.54 KSA 119, Management and Control of Supplemental Workers Koeberg Nuclear Power Station.
- 5.2.55 KSA 137, Training Requirements And Competence Criteria For Supplemental Personnel Requiring Access To Koeberg
- 5.2.56 KAA 777, Process for Access to Koeberg Nuclear Power Station
- 5.2.57 335-68, Fitness for Duty Requirements for Work to be performed Inside the Owner Controlled Area of Koeberg Nuclear Power Station.
- 5.2.58 National Key Points Act 102 of 1980 [Public Document – not supplied],
- 5.2.59 Protection of Information Act 84 of 1982 [Public Document – not supplied],
- 5.2.60 the Medicine and Related Substance Control Act 101 of 1965,
- 5.2.61 KFA-077, Koeberg Nuclear Power Station Supplemental personnel training waiver
- 5.2.62 KAA-611, Emergency Mustering, Accountability and Evacuation
- 5.2.63 Immigration Act, Act 13 of 2002 [Public Document – not supplied]
- 5.2.64 KFA-002, Nuclear Project Management Work Plan
- 5.2.65 KAA-664, Issuing a Construction Status Certificate/Safety Clearance Certificate
- 5.2.66 KAA-721, Online Work Management Process.
- 5.2.67 KGA-020, Initiating a Maintenance Work Request
- 5.2.68 KAA-667, Processing a Permit to Work
- 5.2.69 Training Change Requests (TCRs) are compiled in accordance with KAA-959
- 5.2.70 KFA-037, Facilities Control Checklist
- 5.2.71 SANS 10400-NBR (SA) South African National Building Regulations, Building regulations SANS 10400, SANS 10400: Building Regulations of South Africa.
- 5.2.72 SANS 2001- CC1, Construction Works Part CC1: Concrete Works (structural)
- 5.2.73 SANS 2001- CC2, Construction Works Part CC2: Construction Works (minor Works)
- 5.2.74 SANS 2001- CG1, Construction Works Part CG1: Installation of glazing in window and door frames
- 5.2.75 SANS 2001- CM1, Construction Works Part CM1: Masonry walling
- 5.2.76 SANS 2001-CT1, Construction Works Part CT1: Structural timberwork (flooring)
- 5.2.77 SANS 2001-CT2, Construction Works Part CT2: Structural timberwork (roofing)

- 5.2.78 SANS 2001-EM1, Construction Works Part EM1: Cement plaster
- 5.2.79 SANS 5861-2: Concrete testing – Sampling of freshly mixed concrete
- 5.2.80 SANS 5861-3: Concrete testing – making and curing of test specimens
- 5.2.81 SANS 5862-1: Concrete testing – Consistence of freshly mixed concrete (slump test)
- 5.2.82 SANS 5863: Concrete testing – Compressive strength of hardened concrete
- 5.2.83 Electrical engineering Works, SANS 10142-1:2017 - The wiring of premises.
- 5.2.84 Mechanical engineering Works, SANS 10147:2011
- 5.2.85 SANS 10139: Fire detection and alarm systems for buildings - System design, installation and servicing.
- 5.2.86 SANS 1186-1: Symbolic safety signs Part 1: Standard signs and general requirements
- 5.2.87 SANS 1186-1: Symbolic safety signs Part 1: Standard signs and general requirements
- 5.2.88 SANS 10400-T: The application of the National Building Regulations Part T: Fire protection [10]
- 5.2.89 Steam Generator Replacement Container Laydown Area And Storage Facility - Final Design Report – Rev 0
- 5.2.90 SANS 10100-1: Reinforced Concrete Design.
- 5.2.91 SANS 10162-1 and 2: Structural use of steel.
- 5.2.92 SANS 920: Steel bars for concrete reinforcement.

SITE INFORMATION

TOPOGRAPHICAL

Location of the Site

The Site is located at Koeberg Nuclear Power Station (KOU) 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 KOU is indicated on the R27. KOU is approximately 30 km north of Cape Town and the approximate coordinates are 33°40.7'S and 18°26.1 'E. After the turn off, the access route follows the main access road to KOU.

Security check points

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