



## NEC3 Term Service Contract (TSC3)

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

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

For **The provision of catering, canteen, mobile kitchen pop-ups, kiosks, and vending machine services for the period of six (6) years at nuclear operating unit (NOU)."**

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**No of  
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**Part C1 Agreements & Contract Data**

**Part C2 Pricing Data**

**Part C3 Scope of Work**

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

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 Eskom

Shandré Brown



Procurement Quality Engineering

2025-06-20

Quality requirements detailed in the NEC contract document.

**CONTRACT TITLE:** THE PROVISION OF CATERING, CANTEEN, MOBILE KITCHEN POP-UPS, KIOSKS, AND VENDING MACHINE SERVICES FOR THE PERIOD OF SIX (6) YEARS AT NUCLEAR OPERATING UNIT (NOU)..

## PART C1: AGREEMENTS & CONTRACT DATA

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### Contents:

No of  
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#### C1.1 Form of Offer and Acceptance

[to be inserted from Returnable Documents at award stage]

#### C1.2a Contract Data provided by the *Employer*

#### C1.2b Contract Data provided by the *Contractor*

[to be inserted from Returnable Documents at award stage]

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## C1.1 Form of Offer & Acceptance

### Offer

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

**the provision of catering, canteen, mobile kitchen pop-ups, kiosks, and vending machine services at Koeberg Nuclear Power Station (KNPS) and Ankerlig Transmission Koeberg Second Supply (ATKSS).**

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

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

|           |  |                       |
|-----------|--|-----------------------|
| Options A | The offered total of the Prices exclusive of VAT is                  | <b>Per Task Order</b> |
|           | Sub total  | <b>Per Task Order</b> |
|           | Value Added Tax @ 15% is   | <b>Per Task Order</b> |
|           | The offered total of the amount due inclusive of VAT is <sup>1</sup> | <b>Per Task Order</b> |
|           | <b>Per Task Order</b>  |                       |

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

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## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

Power Station General Manager  
(KNPS)

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

Name &  
signature of  
witness

Date

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

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POP-UPS, KIOSKS, AND VENDING MACHINE SERVICES AT KNPS.

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

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |
| 6   |         |         |
| 7   |         |         |

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

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

#### For the tenderer:

Signature .....

Name .....

Capacity .....

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

Name & signature of witness .....

Date .....

#### For the Employer

.....

.....

**Power Station General Manager (KNPS)**

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

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## C1.2 TSC3 Contract Data

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

| Clause  | Statement   | Data  |
|---------|---|---|
| 1       | <b>General</b>  |   |
|         | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |   |
|         |   | <b>A: Priced contract with price list</b>   |
|         | dispute resolution Option   | <b>W1: Dispute resolution procedure</b>   |
|         | and secondary Options   |   |
|         |   | <b>X1: Price adjustment for inflation</b>   |
|         |   | <b>X2 Changes in the law</b>  |
|         |   | <b>X17: Low service damages</b>   |
|         |   | <b>X18: Limitation of liability</b>   |
|         |   | <b>X19: Task Order</b>  |
|         |   | <b>Z: Additional conditions of contract</b>   |
|         | of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)                        |   |
| 10.1    | The <i>Employer</i> is (name):  | Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa. |
|         | Address   | Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg.   |
|         | Tel No.   | +27 21 522 3849   |
| 10.1    | The <i>Service Manager</i> is (name):   | Siphokazi Pemba   |
|         | Address   | Eskom Holdings SOC Ltd<br>Koeberg Operating Unit<br>R27 off West Coast Road<br>Melkbosstrand<br>South Africa<br>7441                              |
|         | Tel   | +27 21 5222 1316  |
|         | e-mail  | <a href="mailto:PembaS@eskom.co.za">PembaS@eskom.co.za</a>  |
| 11.2(2) | The Affected Property is  | Koeberg Nuclear Power Station (KNPS) Sites  |

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

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|          |  | and Ankerlig Transmission Koeberg Second Supply (ATKSS).   |
| 11.2(13) | The <i>service</i> is  |  |
| 11.2(14) | The following matters will be included in the Risk Register      | <ul style="list-style-type: none"> <li>• Items notified by early warning, and</li> <li>• Issues that emerge from risk reduction meetings.</li> </ul>   |
| 11.2(15) | The Service Information is in                                    | Part 3: Scope of Work and all documents and drawings to which it makes reference.  |
| 12.2     | The <i>law of the contract</i> is the law of                     | the Republic of South Africa   |
| 13.1     | The <i>language of this contract</i> is                          | English  |
| 13.3     | The <i>period for reply</i> is                                   | Outage – 24 hours<br>Online (Outside outage periods) – 7 days  |
| 2        | <b>The Contractor's main responsibilities</b>                    | Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.  |
| 21.1     | The <i>Contractor</i> submits a first Plan for acceptance within | two (2) weeks of the Contract Date.  |
| 3        | <b>Time</b>  |  |
| 30.1     | The <i>starting date</i> is.                                     | 01 September 2025  |
| 30.1     | The <i>service period</i> is                                     | 60 Months (31 March 2030)  |
| 4        | <b>Testing and defects</b>                                       | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.   |
| 5        | <b>Payment</b>   |  |
| 50.1     | The <i>assessment interval</i> is                                | between the 24 <sup>th</sup> and 25 <sup>th</sup> day of each successive month.  |
| 51.1     | The <i>currency of this contract</i> is the                      | South African Rand   |
| 51.2     | The period within which payments are made is                     | eight (8) weeks after receipt of a valid tax invoice.  |
| 51.4     | The <i>interest rate</i> is                                      | the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands. |
| 6        | <b>Compensation events</b>                                       | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.   |

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|--------------|---|--|
| 7            | <b>Use of Equipment Plant and Materials</b>   | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.   |
| 8            | <b>Risks and insurance</b>  |  |
| 80.1         | These are additional <i>Employer's</i> risks  | 1. Death of or personal injury to the Employer's personnel.  |
|              |   | 2. Loss of or damage to the <i>Employer's</i> existing property in excess of limits stated in Clause X18.2.  |
| 84.1 to 84.3 | Insurance   | Refer to additional conditions of contract (Clause Z12).   |
| 9            | <b>Termination</b>  | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.   |
| 10           | <b>Data for main Option clause</b>  |  |
| A            | <b>Priced contract with price list</b>  |  |
| 20.5         | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | four (4) weeks.  |
| 11           | <b>Data for Option W1</b>   |  |
| W1.1         | The <i>Adjudicator</i>  | The referring Party selects two (2) persons from the panel of NEC Adjudicators set up by the ICE- SA Division (or its successor body) of the South African Institution (see <a href="http://www.icesa.org.za">www.icesa.org.za</a> ) and whose availability he has confirmed to act as the Adjudicators. The other Party selects 1 (one) of the 2 (two) nominees to be the Adjudicator within 4 (four) days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. If the Parties do not agree on an Adjudicator, the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| W1.2(3)      | The <i>Adjudicator nominating body</i> is:  | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.   |
| W1.4(2)      | The <i>tribunal</i> is:   | arbitration  |
| W1.4(5)      | The <i>arbitration procedure</i> is   | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.   |
|              | The place where arbitration is to be held is  | Cape Town, South Africa  |

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|------------|--|---|------------------------------------|--|
|            | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.   |                                    |  |
| <b>12</b>  | <b>Data for secondary Option clauses</b>   |   |                                    |  |
| <b>X1</b>  | <b>Price adjustment for inflation</b>  | All prices will remain fixed for the first 12 months of the contract period; thereafter the prices will be subject to one annual adjustment as per clause X1.1.   |                                    |  |
| X1.1       | The <i>base date</i> for indices is  | 01 October 2024   |                                    |  |
|            | The proportions used to calculate the Price Adjustment Factor are:   | proportion  | linked to index for                | Index prepared by                                      |
|            |  | 0.80  | SEIFSA Table C3 Actual Labour Cost | SEIFSA Table C3 (SEIFSA C-3 All Hourly Paid Employees) |
|            |  | 0.20  | non-adjustable                     |  |
|            |  | 1.00  |                                    |  |
| <b>X2</b>  | <b>Changes in the law</b>  | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.  |                                    |  |
| <b>X17</b> | <b>Low service damages</b>   |   |                                    |  |
| X17.1      | The <i>service level table</i> is in   | Refer to Annexure 7.1 for Service Level Table   |                                    |  |
| <b>X18</b> | <b>Limitation of liability</b>   |   |                                    |  |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to  | R0.0 (zero Rand)  |                                    |  |
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to                                    | the amount of the deductibles relevant to the event   |                                    |  |
| X18.3      | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to  | The greater of <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date, and</li> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles.</li> </ul> |                                    |  |
| X18.4      | The <i>Contractor's</i> total liability to the   | the total of the Prices of Task Order(s) values   |                                    |  |

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|            | <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to  | <p><b>issued to date other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person</li> </ul> |
| X18.5      | The <i>end of liability date</i> is  | <b>three (3) weeks after the end of the <i>service period</i>.</b>   |
| <b>X19</b> | <b>Task Order</b>  |  |
| X19.5      | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within  | <b>1 week of receiving the Task Order.</b>   |
| <b>Z</b>   | <b>The <i>additional conditions of contract</i> are</b>  | <b>Z1 to Z14 always apply.</b>   |
| <b>Z1</b>  | <b>Cession delegation and assignment</b>   |  |
| Z1.1       | The <i>Contractor</i> does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .   |  |
| Z1.2       | Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry. |  |
|            |  |  |
| <b>Z2</b>  | <b>Joint ventures</b>  |  |
| Z2.1       | If the <i>Contractor</i> constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.  |  |
| Z2.2       | Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.   |  |
| Z2.3       | The <i>Contractor</i> does not alter the composition of the joint venture, consortium, or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.   |  |
|            |  |  |
| <b>Z3</b>  | <b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>  |  |
| Z3.1       | Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.   |  |
| Z3.2       | The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i>  |  |

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|           | within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .  |
| Z3.3      | Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.   |
| Z3.4      | Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.  |
|           |  |
| <b>Z4</b> | <b>Confidentiality</b>   |
| Z4.1      | The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.   |
| Z4.2      | If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .  |
| Z4.3      | In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.  |
| Z4.4      | The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .   |
| Z4.5      | The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.  |
|           |  |
| <b>Z5</b> | <b>Waiver and estoppel: Add to core clause 12.3:</b>   |
| Z5.1      | Any extension, concession, waiver, or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.   |
|           |  |
| <b>Z6</b> | <b>Health, safety, and the environment: Add to core clause 27.4</b>  |
| Z6.1      | <p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> <li>• accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health &amp; Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;</li> <li>• warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health &amp; safety laws</li> </ul> |

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|------------|---|
|            | <p>and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health &amp; safety in and about the execution of the <i>service</i>; and</p> <ul style="list-style-type: none"> <li>• undertakes, in and about the execution of the <i>service</i>, to comply with the Construction Regulations and with all applicable health &amp; safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.</li> </ul> |
| Z6.2       | The <i>Contractor</i> , in and about the execution of the <i>service</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.   |
|            |   |
| <b>Z7</b>  | <b>Provision of a Tax Invoice and interest. Add to core clause 51</b>   |
| Z7.1       | Within one week of receiving a payment certificate from the <i>Service Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.   |
| Z7.2       | If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.   |
| Z7.3       | The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.   |
|            |   |
| <b>Z8</b>  | <b>Notifying compensation events</b>  |
| Z8.1       | Add to core clause 62.3, "The <i>Service Manager's</i> reply which is an acceptance of a quotation for a compensation event may require the due authority of the <i>Employer</i> ."   |
| Z8.2       | Add to core clause 62.5, "The <i>Service Manager</i> notifies the <i>Contractor</i> if the <i>Employer's</i> authority is required and includes in his notification any extension to the period within which he is required to reply to the <i>Contractor's</i> quotation.  |
|            |   |
| <b>Z9</b>  | <b><i>Employer's</i> limitation of liability</b>  |
| Z9.1       | The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)   |
| Z9.2       | The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.  |
|            |   |
| <b>Z10</b> | <b>Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":</b>  |
| Z10.1      | or had a business rescue order granted against it.  |
| <b>Z11</b> | <b>Ethics</b>   |

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|   |  |
|---|--|
| For the purposes of this Z-clause, the following definitions apply: |  |
| <b>Affected Party</b>   | means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,   |
| <b>Coercive Action</b>  | 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,   |
| <b>Collusive Action</b>   | 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,   |
| <b>Committing Party</b>   | means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,  |
| <b>Corrupt Action</b>   | 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,   |
| <b>Fraudulent Action</b>  | 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,  |
| <b>Obstructive Action</b>   | 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  |
| <b>Prohibited Action</b>  | 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 <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason. |
| Z11.3   | If the <i>Employer</i> terminates the <i>Contractor's</i> obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.   |
| Z11.4   | A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.  |

## Z12 Insurance

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

#### Insurance cover 83

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

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

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certificate.

#### INSURANCE TABLE A

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

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

**Insurance by the Employer** 86

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

#### INSURANCE TABLE B

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

### **Z13 Nuclear Liability**

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

### **Z14 Asbestos**

Not Applicable

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## C1.2 Contract Data

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

#### Notes to a tendering contractor:

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

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

| Clause   | Statement  | Data                               |
|----------|--|------------------------------------|
| 10.1     | The <i>Contractor</i> is (Name):<br><br>Address<br><br>Tel No.<br><br>Fax No.  |                                    |
| 11.2(8)  | The <i>direct fee percentage</i> is<br><br><b>Note: <i>direct fee percentage</i> is applied to the Defined Cost of other work.</b><br><br>The <i>subcontracted fee percentage</i> is<br><br><b>Note: <i>subcontracted fee percentage</i> is applied to the Defined Cost of subcontracted work.</b> | %<br><br><br><br>%<br><br><br><br> |
| 11.2(14) | The following matters will be included in the Risk Register<br><br><b>Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk.</b>   |                                    |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in:  |                                    |

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

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11.2(18) The *working areas* are the Affected Property and

**Note:** It is important that the *Contractor* fully describes the Working Areas to include not just the Affected Property (the boundaries of which are defined by the *Employer* in Contract Data Part 1) but all areas where work connected with the contract is to be performed.

Only the cost of resources working within the Working Areas qualify as Defined Cost for payment purposes. Hence the importance of fully describing the Working Areas.

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

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

1 Name:  
Job:  
Responsibilities:  
Qualifications:  
Experience:

2 Name:  
Job:  
Responsibilities:  
Qualifications:  
Experience:

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

**A Priced contract with price list**

11.2(12) The *price list* is in

11.2(19) The tendered total of the Prices is **R**

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**PART 2: PRICING DATA**  
**TSC3 Option A**

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

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## C2.1 Pricing assumptions: Option A

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

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

**Identified and defined terms** 11 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

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

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### 2. Function of the Price List

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

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

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

### 4. Preparing the *price list*

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

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

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

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

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

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

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

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

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

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## C2.2 the *price list*

The *staff rates* are:

| No. | Designation (or category) or name of staff member | Rate per {hour, day, month} excluding VAT |
|-----|---|---|
| 1   | Contract Manager                                  |   |
| 2   | Catering Manager                                  |   |
| 3   | Dietician   |   |
| 4   | Certified Halaal Supervisor                       |   |
| 5   | General Supervisor                                |   |
| 6   | Chef  |   |
| 7   | Sous (Assistant) Chef                             |   |
| 8   | Cook  |   |
| 9   | Kitchen Staff                                     |   |
| 10  | Driver  |   |
| 11  | Cleaner   |   |
| 12  | General Worker                                    |   |

The detailed pricing schedule is found under Annexure 7.2 Pricing Schedule for the Provision of Catering, Canteen, Mobile Kitchen Pop-ups, Kiosks, and Vending Machine Services at Koeberg Nuclear Power Station (KNPS)

| No.      | Description   | Unit                         | Rate per Unit |
|----------|---|------------------------------|---------------|
| <b>1</b> | <b>Preliminary &amp; General</b>  |                              |               |
|          | Health, Safety and Environmental Cost                                       | per month                    |               |
|          | Online Ordering Service - Subscription Fee                                  | per month                    |               |
|          | Dietician - Registered with appropriate Medical Body (As and when required) | per month                    |               |
|          | Planned Outages Fee (24 hours   7 days Coverage)                            | per month                    |               |
|          | Unplanned Outages Fee (24 hours   7 days Coverage)                          | per month                    |               |
|          | Pre-Outage (12 hours   7 days Coverage)                                     | per month                    |               |
| <b>2</b> | <b>Main Meals (Outages And Non-Outage)</b>                                  |                              |               |
|          | Meal per day  | per plate                    |               |
|          | Dessert   Fruit per day (Optional)  | per serving                  |               |
|          | Juice per day (Optional)  | per bottle (250ml)           |               |
|          | Water per day (Optional)  | per bottle (500ml)           |               |
| <b>3</b> | <b>Ad-hoc Services</b>  |                              |               |
|          | Repairs of broken canteen equipment (As and when required)                  | 10% mark on original invoice |               |

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| No. | Description                                      | Unit               | Rate per Unit |
|-----|--|--------------------|---------------|
|     | <b>Functions/Events (As And When Required)</b>   |                    |               |
|     | Meal per occasion                                | per plate          |               |
|     | Dessert   Fruit per day (Optional)               | per serving        |               |
|     | Juice   Water per day (Optional)                 | per bottle (500ml) |               |
|     | Buffet set-up fee for Executive meetings         | per function/event |               |
|     | <b>Events / Functions (As And When Required)</b> |                    |               |
|     | Tent Hire (Small - Specify Capacity)             | per tent           |               |
|     | Tent Hire (Medium - Specify Capacity)            | per tent           |               |
|     | Tent Hire (Large - Specify Capacity)             | per tent           |               |
|     | Marquee Hire (Large - Specify Capacity)          | per marquee        |               |
|     | Chair (Ghost)                                    | per chair          |               |
|     | Chair (Tiffany)                                  | per chair          |               |
|     | <b>Transportation (As And When Required)</b>     |                    |               |
|     | Delivery to Affected Properties                  | per km             |               |

**Notes:**

1. Currency and Tax: All rates are quoted in South African Rands and are exclusive of VAT.
2. Inclusive Pricing: The rates are inclusive of all costs related to meal preparation, packaging, transportation/delivery, labour, and overheads.
3. Price Adjustment: The rates shall remain fixed for the first twelve (12) months of the contract period. Thereafter, a single annual adjustment will apply, with 80% of the rates subject to adjustment and 20% remaining fixed for the duration of the contract.
4. Outages and Pre-outages Fees: Charges for outage fees must fully comply with the *Employer's* specifications as outlined in Service Information
5. Repair of Broken Equipment: All repairs will be paid at cost price plus 15% mark-up. The *Contractor* is required to obtain three (3) quotations, and the most economical option will be accepted.
6. Payment Based on Meals Served: The *Employer* will only render payment on the number of actual meals sold (served), to the permanent employees of the Employer and not on the number of actual meals prepared.
7. No Upfront Payments: No advance payments will be made for any services rendered under this contract.
8. Task Order Execution: All work under the contract shall be performed on a Task Order basis, issued as and when required by the *Employer*.

| Document reference | Title                                   | No of pages |
|--------------------|---|-------------|
|                    | This cover page                         | 1           |
| C3.1               | <i>Employer's</i> Service Information   |             |
| C3.2               | <i>Contractor's</i> Service Information |             |
|                    | Total number of pages                   |             |

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## C3.1: EMPLOYER'S SERVICE INFORMATION

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# 1 Description of the service

## 1.1 Executive overview

The scope of this *service* is to provide comprehensive catering, canteen, mobile kitchen pop-ups, kiosk, and vending machine services at Koeberg Nuclear Power Station (KNPS) Sites and Ankerlig Transmission Koeberg Second Supply (ATKSS).

Key *services* include:

- Meal Production and Distribution:
  - Production of high-quality meals meeting dietary and nutritional requirements,
  - Timely delivery of meals to various serving sites,
  - Provision of breakfast, lunch, and dinner *services* during outages, and
  - Provision of breakfast and lunch services during online operations.
- Point-of-Sale and Technology:
  - Implementation of access control, point-of-sale, biometrics, and cash systems, and
  - Provision of an online ordering platform for employee meals accessible via Windows, Android and/or iOS devices.
- Operational Support:
  - Administration of meal services and staff management,
  - Maintenance of hygiene, pest control, and cleaning standards, and
  - Organisation of special catering events, boardroom *services*, and vending.

Overall, the *service* aims to deliver a comprehensive catering solution that meets the needs of on-site personnel, contractors, and customers, ensuring a high level of satisfaction and efficiency.

## 1.2 Interpretation and terminology

### 1.2.1 Terminology

The following words and terms used have the meaning as given below:

| Term              | Definition   |
|-------------------|--|
| Access Control    | a) The portion of an entry-control system that verifies authority and authorises access of personnel seeking entry into a controller area.<br>(Source: <i>IEEE Standards Dictionary</i> )  |
| Canteen           | Facility where meals and snacks are served   |
| Halaal Main Meal  | Primary meal that complies with Islamic dietary laws.  |
| Healthy Main Meal | primary meal that prioritizes nutritious ingredients and balanced macronutrients, which include whole foods, lean proteins, healthy fats, and plenty of fruits and vegetables, often with lower added sugars and unhealthy fats. |
| 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”.                                |

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| Term                 | Definition   |
|----------------------|--|
| 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”. |
| Kiosk                | A small structure that sells prepared food and beverages.  |
| May                  | Denotes permission.  |
| MSDS                 | Material Safety Data Sheets  |
| Normal Main Meal     | Primary meal of the day that typically includes a balanced combination of nutrients, i.e., protein, carbohydrates, and vegetables.   |
| Requirement          | A condition or capability needed by a user to solve a problem or achieve an objective.   |
| Shall                | Denotes a requirement in <i>Employer</i> documentation.  |
| Should               | Denotes a recommendation.  |
| Vegetarian Main Meal | Primary meal that excludes all meat, poultry, and fish but can include a variety of plant-based ingredients  |
| Vending Services     | refer to businesses that provide automated machines for selling snacks, beverages, or other products.  |

### 1.2.2 Abbreviation

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation  |
|--------------|--|
| ACP1         | Access Control Point 1   |
| ACP2         | Access Control Point 2   |
| BBBEE        | Broad Based Black Economic Empowerment as defined in the Broad Based Black Economic Empowerment Act no. 53 of 2003 |
| DCP          | Documentation Control  |
| Eskom        | Eskom Holdings SOC Ltd   |
| FFD          | Fitness for Duty   |
| HP           | Human Performance  |
| KOU          | Koeberg Operating Units  |
| MAB          | Main Administration Building   |
| NEC          | New Engineering Contract   |
| NNR          | National Nuclear Regulator   |
| OTF          | Operating Training Facility  |

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| Abbreviation | Meaning given to the abbreviation     |
|--------------|---------------------------------------|
| PDF          | Portable Document Format              |
| PIT          | Plant Induction Training              |
| PPE          | Personal Protective Equipment         |
| QA           | Quality Assurance                     |
| SANS         | South African National Standards      |
| SARS         | South African Revenue Services        |
| SHE          | Safety, Health & Environment          |
| SHEQ         | Safety, Health, Environment & Quality |
| VAT          | Value Added Tax                       |

### 1.3 *Employer's requirements for the service*

The *Employer* requires a competent *Contractor* to provide catering, canteen, mobile kitchen pop-ups, kiosk, and vending machine services at at KNPS and ATKSS sites.

#### 1.3.1 *Service provision and operating hours*

The *Contractor* shall provide the catering services Monday to Sunday during the following envisaged hours:

| Service Description             | Online Operating hours  | Outage Operating Hours  |
|---------------------------------|---|---|
| Breakfast                       | 07:30 – 10:00   | 07:00 – 10:00   |
| Lunch (sit down or takeaway)    | 11:30 – 14:00   | 11:30 – 15:00   |
| Dinner (sit down or takeaway)   | N/A   | 17:30 – 20:00   |
| Fast foods or grab-and-go       | 08:00 – 15:00   | 24 hours  |
| Mobile Kitchen pop-ups          | Twice a month (minimum), the <i>Contractor</i> to decide the days | Twice a month (minimum), the <i>Contractor</i> to decide the days |
| Meeting room functions          | As per request  | As per request  |
| Executive meetings buffet-style | As per request  | As per request  |

**Note:** The *Contractor* shall ensure that the catering premises are operational throughout the day to suit the nature of the *Employer's* business.

#### 1.3.2 *Specification for the provision of meals*

##### 1.3.2.1 *Starter (Optional)*

- Soup (nominally 250ml freshly cooked), or

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- Fruit Juice (250ml 100% pure juice)
- Water (Still or Sparkling 500ml)

### 1.3.2.2 Main meals (normal, halaal, healthy and vegetarian)

- Lean Protein
- Starch
- Vegetables and/or Salad (2-off)

The *Contractor's* dietician must curate well balanced and varied menus for the approval of the *Employer*.

### 1.3.2.3 Fast food meal

Uncooked portion sizes to be at least:

|               |   |                                 |
|---------------|---|---------------------------------|
| Protein       | – | 150g (uncooked) per portion and |
| Starch/Salads | – | 300g (cooked) per portion.      |

### 1.3.2.4 Grade of protein

|         |   |                                     |
|---------|---|-------------------------------------|
| Beef    | – | Prime and/or Super                  |
| Lamb    | – | Super                               |
| Mutton  | – | (for stewing) 1 <sup>st</sup> Grade |
| Pork    | – | Super                               |
| Poultry | – | Grain-fed/Equivalent Local Quality  |
| Fish    | – | Hake, Snoek, Tuna                   |
| Eggs    | – | Grain-fed                           |

### 1.3.2.5 Portion sizes

Uncooked portion sizes to be at least:

|                                     |   |                           |
|-------------------------------------|---|---------------------------|
| Raw meat off bone                   | – | 200g per portion          |
| Raw meat with bone                  | – | 240g per portion          |
| Raw fish                            | – | 150g per portion          |
| Raw poultry with bone               | – | 280g per portion          |
| Bone content not to exceed 15%      | – | Quarter chicken           |
| Stews/Pasta Dishes                  | – | 260g per portion          |
| Meat, chicken, fish                 | – | 150g protein off bone     |
| Vegetables or Salads at             | – | 100g per portion (cooked) |
| Starch                              | – | 100g per portion (cooked) |
| Vegetables/veg protein (vegetarian) | – | 150g per portion (cooked) |
| Fruit                               | – | 175g and                  |
| Pre-packed Margarine/Butter         | – | 8g                        |

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### **1.3.2.6 Meat substitutes**

Soya products must never be used as a substitute for meat or poultry. They may only be included as a source of vegetable protein in vegetarian dishes.

### **1.3.2.7 Vegetables**

Preference must be given to seasonal vegetables or first grade frozen vegetables. The use of canned vegetables is prohibited. Vegetables will be prepared by steaming, roasting, or baking. To prevent the presence of foreign objects, fresh vegetables will be thoroughly washed and rinsed in salted water as a precautionary measure.

### **1.3.2.8 Salad**

Priority should be given to using seasonal salads, ensuring they are fresh and prepared on the same day they are served. Salads must be washed and prepared in accordance with health and wellness standards. Preventative measures must be implemented to eliminate the presence of any foreign objects in the salads

## **1.3.3 Specification for the halaal meals**

- All meals must strictly adhere to Islamic dietary laws, ensuring that the food is certified Halaal by a recognized Halaal certification authority.
- Only Halaal-certified ingredients are to be used in the preparation of meals. No pork or pork-derived products (e.g., gelatin, emulsifiers) are allowed. All meat and poultry must come from animals that have been slaughtered according to Islamic guidelines. Meat must be sourced from a supplier that is Halaal-certified.
- Separate utensils, equipment, and storage areas must be used to prevent cross-contamination with non-Halaal food. All utensils and surfaces must be properly cleaned in accordance with Halaal hygiene practices before use.
- Halaal meals should be clearly labeled with a Halaal certification symbol to indicate compliance. Packaging must ensure that the food remains sealed and uncontaminated during storage and transportation.
- Meals must be transported in clean, Halaal-compliant containers, ensuring that no cross-contamination with non-Halaal food occurs during transit. Hot or cold boxes should be used depending on the temperature requirements, and they must be secured properly during transportation.
- A certified Halaal supervisor or quality assurance representative must oversee the preparation, packaging, and transportation of the meals to ensure compliance with Halaal standards.

## **1.3.4 Specification for the take-away meals**

The specification for these meals will be similar to Canteen meals except for the following:

- Each component must be packed separately, hygienically, and attractively within a container as per order.
- Pre-packed and sealed plastic packet containing cutlery (plastic knife, fork, and spoon), basic seasoning (salt & pepper) and a serviette shall be available at the point of serving; and
- To comply with Hygiene Requirements, all Take Away Meals will be transported in hot/cold boxes. These boxes to be properly secured during transportation to avoid damage to food packaging.

## **1.3.5 Specification for the healthy meal**

The wellness menu to be compiled by a Registered Dietician, complying with the SA Heart Foundation's preparation methods.

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Healthy meal icons to be added to wellness meal:



Low Cholesterol / Meal Content



Low Sodium / Meal Content



Low Fat / Meal Content



Low GI / Meal Content



High Fibre / Meal Content

### 1.3.6 Catering premises

#### 1.3.6.1 Main canteens

The *Contractor's* shall prepare all meals in the main kitchens located at the ISI building, Koeberg Training Centre (KTC), and halaal kitchen.

##### 1.3.6.1.1 ISI canteen

Meal distribution, by the *Contractor*, inside Access Point 2 (ACP2) shall be prepared at the ISI kitchen, while takeaway meals shall be delivered to the designated distribution points as follows:

- MAB Kiosk
- ISI Kiosk
- Halaal Kiosk
- eKhaya Building
- 19m Operation Support
- Radiation Protection
- Any additional kiosks as and when required.

##### 1.3.6.1.2 KTC canteen

Meal distribution, by the *Contractor*, outside Access Point 2 (ACP2) shall be prepared at the KTC kitchen, while takeaway meals shall be delivered to the designated distribution points as follows:

- Bulkstores and FFD Centre
- Nuclear Sites, Conservation Centre, and Fire Training Centre
- ACP1 and Visitors' Centre
- K1 Documentation Archive Centre
- Duynefontein Office Block Kiosk
- OTF Building

##### 1.3.6.1.3 Halaal (Framex) canteen

Distribution, by the *Contractor*, of halaal meals inside and outside ACP2 shall be delivered from the halaal kitchen on-site to any of the locations within the Affected Property as per customer requirement.

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The *Contractor* will be responsible for obtaining and maintaining a valid Halaal certificate for the Halaal Kitchens. Islamic Inspections will be conducted on a monthly basis for the account of the Contractor. Halaal food supplies are to be delivered exclusively to the Halaal Canteen and stored separately. Halaal food supplies and take-away meals must never be transported with non-Halaal items, except when secured in a sealed, Halaal-only container.

### 1.3.6.2 Kiosks

The *Contractor* shall ensure the following kiosks are operational:

- ISI Kiosk
- MAB
- Halaal (Framex)
- Bulkstores / FFD Centre
- OTF Building
- KTC Kiosk
- Duynefontein Office Block
- Any additional Outage kiosk as and when required

### 1.3.6.3 Vending machines

The *Contractor* shall ensure the following vending machines are operational:

- 19m OP Support
- Bulkstores / FFD Centre
- Duynefontein Office Block

The *Contractor* will be requested to provide vending machines as and when required.

### 1.3.7 Catering requirements and specification

The *Contractor* is expected to provide a diverse range of catering options that meet the needs and preferences of on-site personnel. These offerings should include:

- **Essential meal:** A balanced and satisfying meal featuring protein, starch, and vegetables. Portion size, variety, and affordability are key considerations for this core offering.
- **Meal of the day:** A distinctive and exciting daily meal that goes beyond the standard "meal of the day" concept.
- **Varied menu:** A well-planned menu showcasing a variety of options that offer value for money. The menu should be tailored to the demographics of the site and include clear pricing information.
- **Unique offering:** A distinctive and innovative meal that stands out from traditional offerings.
- **Grab-and-Go options:** A selection of convenient and fast-food-style items, incorporating creative and unique choices.
- **Resale items:** A range of popular resale items, including chips, sweets, soft drinks, popcorn, and other snacks.
- Menu Review and Approval
  - The *Contractor* must submit the proposed food menu to the *Service Manager* for the *Employer's* dietician for review and acceptance prior to distribution.
  - The review and approval process must be completed within one week.
  - The *Contractor* should clearly communicate the deadline for meal orders to ensure the timely procurement, preparation and serving of fresh and high-quality food.
- Additional requirements:

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- **Dietary Restrictions:** The *Contractor* should be prepared to accommodate various dietary restrictions and preferences, such as halaal, vegetarian, vegan, or allergen-free options.
- **Seasonal Variations:** The menu should be adaptable to seasonal changes and incorporate fresh, locally sourced ingredients when available.
- **Customer Feedback:** The *Contractor* should actively seek feedback from on-site personnel to continuously improve the catering offerings and address their preferences.

#### 1.3.7.1 The serving turnaround time

The requirements the *Contractor* must conform to:

- **Efficient queue management:** The point-of-sale system should be optimised to minimise customer wait times and ensure a smooth serving process.
- **Food quality and safety:** All food served must adhere to the highest standards of quality and safety, complying with relevant food regulations i.e.:
  - Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act No. 54 of 1972)
  - National Health Act, 2003
  - Agricultural Product Standards Act, 1990
- **Sustainable packaging:** The *Contractor* shall avoid the use of polystyrene foam containers. Food must be served in dignified and environmentally friendly packaging, such as microwaveable oval compartment boxes or similar alternatives.
- **Real-time feedback:** A system for collecting and analysing customer feedback must be implemented at all *service* facilities. This feedback should be synchronised with the *Contractor's* and *Service Manager's* centralised system to enable immediate action on service improvements.
- **Additional requirements:**
  - **Peak hours:** The *Contractor* must have strategies in place to manage peak service times and ensure efficient *service* delivery during periods of high demand.
  - **Staff training:** Adequate training must be provided to the *Contractor's* staff to ensure they are knowledgeable about the menu, service procedures, and customer service standards.
  - **Customer satisfaction metrics:** Key performance indicators (KPIs) related to customer satisfaction, such as average wait times and customer feedback ratings, must be tracked and monitored regularly.

#### 1.3.7.2 Payment and ordering system

The *Contractor* shall provide their payment and ordering systems to incorporate to the *Employer's* existing IT infrastructure. The proposed system should be finalised and agreed upon between the *Employer* and *Contractor* prior to implementation. The system to consists of and not limited to:

- Debit/Credit card machine,
- Cash,
- Pre-loaded system compliant with biometrics,
- Alternative options i.e., snap scan, tap 'n go, etc.

#### 1.3.7.3 Functions and events

- **Function catering services**

The *Contractor* provides comprehensive function catering *services* to support a variety of events held at the *Employer's* premises. These *services* will be prepared on-site and offered on a quote-and-acceptance basis.

This *service* requires:

- **Menu Development:** The *Contractor* will develop, cost, and maintain a diverse selection of core menus suitable for various event types and styles. Menus must maintain a consistent level of quality, style,

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content, and cost, aligning with the initial menu proposals or subsequent amendments approved by the *Service Manager*.

- **Menu Options:** The *Contractor's* menus shall include but are not limited to:
  - Working breakfasts
  - Working lunches
  - Hot and cold finger lunches
  - Assorted cakes, pastries, and biscuits
  - Savoury items such as biltong, droewors, nuts, crackers, and dips
  - Special occasion and event catering
- **Event Logistics:** The *Contractor* will be responsible for providing table settings, decorations, and managing the setup and clean-up activities for all catering events held within the Affected Property.
- **Additional requirements:**
  - **Flexibility and customisation:** The *Contractor* must be prepared to accommodate special requests, dietary restrictions, and customization options for events.
  - **Emergency preparedness:** The *Contractor* should have contingency plans in place to handle unexpected events or changes to event, the plan to be explained in the method statement.
- **Function menu pack**

The *Contractor* shall submit a comprehensive function menu pack with pricing for various options. This pack must provide detailed information about menu choices, pricing, and any additional services or customisation options available.

**Note:** The *Contractor* is to bear in mind the demographics on-site

#### 1.3.7.4 Food distribution

The *Employer* will expect the food to be ready prepared in accordance with the serving timelines as stipulated under section 1.3.1 The *Contractor* will submit a detailed proposal on the food transportation or distribution solution to the satellite sites and expected delivery timelines or slots for acceptance by the *Service Manager*.

The *Contractor* provides a mobilisation plan, including the detailed Plan incorporating employment of staff, IT, and interface with security systems (where applicable).

#### 1.3.7.5 Staffing

- **Staffing and training**

The *Contractor* ensures adequate staffing levels to deliver an efficient and effective catering service. This includes recruiting professional chefs, kitchen staff, and management personnel commensurate with the operating hours, shift patterns, and peak seasons.

- **Staffing structure:**

- The *Contractor* must provide a clear distinction between permanent, fixed-term contract, third-party employment, and part-time staff.
- An organisational chart outlining the staffing structure and placement of personnel should be submitted to the *Service Manager*.

- **Staff documentation:**

Within ten days of the receipt of the first Task Order, the *Contractor* provides the *Service Manager* with the following:

- Curriculum Vitae (CVs) of key personnel, including management and skilled staff.
- Training and development programs for all levels of staff.

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- **Staff training and development:**

- The *Contractor* ensures that all staff are well-trained in catering practices, service etiquette, and customer service.
- Ongoing training and development programs must be implemented, by the *Contractor*, to maintain high standards of performance and address evolving industry trends.

#### 1.3.7.6 Staff Uniform

The successful *Contractor* shall provide the staff with standardised, clean, easy identifiable workwear including the necessary PPE (safety footwear and headgear in accordance with the Food Control and Food Legislation in South Africa).

The *Contractor* shall provide a branded uniform to all staff (back and front offices) and all staff must be identified by means of clear name tags. The *Contractor* shall ensure that its staff wears their correct identification tags during the period they provide *service*.

#### 1.3.7.7 Cleaning, pest control, hygiene for all catering facilities

- **Hygiene and Maintenance**

The *Contractor* shall maintain a high standard of cleanliness and hygiene throughout all catering facilities, ensuring that they are adequately kept neat and clean before, during, and after meals.

- **Key responsibilities:**

- **Deep Cleaning:** Conduct thorough deep cleaning of all facilities at least once a week.
  - **Pest Control:** Implement effective pest control measures to maintain a hygienic environment.
  - **Sanitation and Maintenance:**
    - o Manage and maintain hygienic facilities, including drains, sewage, gulleys, and fat traps, in compliance with the National Water Act, 1998 (Act No. 36 of 1998) and any specific regulations or by-laws.
    - o Clean kitchen grease traps daily.
    - o Ensure ongoing cleanliness and sanitisation of the kitchen and all kitchen Equipment.
  - **Auditing and Sampling:** Conduct monthly independent audits and sampling to monitor hygiene standards and identify areas for improvement.
- **Additional Considerations:**
- **Staff Training:** Provide comprehensive training to staff on hygiene practices, food safety, and pest control procedures.
  - **Cleaning Products and Equipment:** Use appropriate cleaning products and equipment that are safe, effective, and comply with regulatory standards.
  - **Documentation:** Maintain records of cleaning activities, pest control treatments, and audit results for compliance and traceability.

#### 1.3.7.8 Operating, maintenance and training manuals

The *Contractor* shall develop and provide an operating, maintenance, and training manual, for its employees, for all facilities prior to start of the contract. These manuals will be reviewed and updated annually (if necessary).

### 1.4 Employer's High Activity Period for the service

Provisional Outages (these are indications only):

- Outage (128, 129, 130, 131)

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- Outage (227, 228, 229, 230 & 231)

The Halaal (Framex) and ISI snack bars will render a 24/7 service, serving the normal fast foods, cigarettes, cool drinks etc.

### 1.5 *Employer's estimated quantities for the service*

These quantities are given in good faith as a guide only, *Employer* does not guarantee these quantities will render payment on the number of actual meals sold (served) to the permanent employees of the *Employer* and not on the number of actual meals prepared.

| Item Description                         | Unit Meal Cost (UMC) | Estimated Monthly Quantity Non-outage (online) | Estimated Monthly Quantity Outage |
|--|----------------------|--|-----------------------------------|
| Main meal (plated)                       | Per serving          | 889  | 1 500                             |
| Main meal (take-away)                    | Per serving          | 10 500   | 20 500                            |
| Starter (soup or juice or bottled water) | Per serving          | 7 440  | 18 500                            |
| Dessert                                  | Per serving          | 6 560  | 15 000                            |

**NOTE:** The *Employer* does not guarantee any number of meals to be sold and will render payment on the number of actual meals sold (served), to the permanent employees of the *Employer* only, and not on the number of actual meals prepared.

### 1.6 *Related service*

In addition to the specific catering and canteen services detailed in this Contract, the *Employer* may request the *Contractor* to provide Related Services. These related services are not expressly specified in the Contract but are reasonably incidental to, supportive of, or similar in nature to the scope of catering and canteen services described herein.

Upon receiving a request for related services, the *Contractor* shall prepare and submit a written quotation to the *Employer*, including a detailed breakdown of costs.

The *Employer* shall review the quotation and, if the pricing is deemed fair, reasonable, and in line with current market rates, may instruct the *Contractor* to perform the related services under this Contract.

The inclusion of related services shall be subject to the following conditions:

- Related services must fall within the *Contractor's* normal scope of competence and be consistent with the level of service expected under this Catering and Canteen Services Contract.
- Instructions for related services shall be issued via Task Orders in accordance with Clause 20.5 and Option X19 of the NEC3 TSC. The Price for services Provided shall be adjusted accordingly following the Contract's pricing mechanism.
- The *Employer* reserves the right to reject any quotation for related services and procure such services independently if necessary.

This clause does not restrict the *Employer's* right to obtain services outside the Contract's scope but aims to provide a streamlined process for procuring incidental or supplementary services, thereby enhancing operational flexibility and minimizing administrative burden.

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## 2 Management strategy and start up

### 2.1 The *Contractor's* plan for the *service*

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

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

### 2.2 *Contractor's* Programme (Secondary Option X19)

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

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

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## 2.3 Management meetings

### 2.3.1 Service kick-off meeting

| Interval  | Location        |            | Attendance by:  |   |  |
|---|-----------------|------------|---|---|--|
| Once per task-order                                   | KNPS            |            | <i>Service Manager, Employer, Contractor, and Others as required</i>  |   |  |
| Activity Description                                  | Service Manager | Contractor | Requirements  | Planning  | Additional notes   |
| Establishing the Core Catering Team                   | X               |            | The <i>Service Manager</i> notifies the names of <i>Employer</i> key persons to support the <i>Contractor</i> with the Provision of the <i>Service</i> , in terms of the <i>Employer</i> functions. | Within two (2) week after the issue of the Task Order.  | At kick-off meeting with <i>Employer's</i> Org structure.  |
| Notification, venue, agenda and support documentation | X               |            | The <i>Service Manager</i> develops and notifies the agenda, venue and required support documentation for the meeting.  | Within two (2) weeks after the issue of the Task Order. | An <i>Employer Service Manager</i> and Office Services representative is present at the meeting. |
| Execution and Minutes                                 | X               |            | The <i>Service Manager</i> assumes chairmanship of the meeting, records and distributes the minutes of meeting.   | Within five (5) days of the meeting                     |  |
| Conclusion  | X               | X          | This activity is complete upon acceptance of the minutes of the kick-off meeting by both Parties.   | In accordance with the Decisions and Action made.       | Deliverable: Minutes of the kick-off meeting.  |

### 2.3.2 Risk reduction meetings

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

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### 2.3.3 Execution meeting for service rendered and progress feedback

| Interval   | Location | Attendance by:                             |
|--|----------|--|
| Monthly  | KNPS     | <i>Service Manager and Service Manager</i> |
| An operational meeting is held face-to-face, between the <i>Service Manager</i> and the <i>Contractor's</i> project manager to monitor the service being rendered. |          |  |

### 2.3.4 Quality Control (QC) Surveillance

| Interval  | Location | Attendance by:  |
|---|----------|---|
| Ad hoc  | KNPS     | <i>Contractor QC representative and Employer QC representatives</i> |
| <p>The <i>Employer</i> Quality representatives to perform QC surveillance.</p> <p>Any new QC related issues identified since the last report, its status and action plan for resolution.</p> <ul style="list-style-type: none"> <li>• Status and progress on previously reported quality issues.</li> </ul> |          |   |

### 2.3.5 Quality audit

| Interval   | Location | Attendance by:  |
|--|----------|---|
| Monthly/Quarterly  | KNPS     | <i>Contractor QC representative and Employer QC representatives</i> |
| <p>The <i>Contractor's</i> QC representatives provide reports from Scheduled QC inspections for the identified period for external audit.</p> <p>Any new QC related issues identified since the last report, its status and action plan for resolution.</p> <ul style="list-style-type: none"> <li>• Status and progress on previously reported quality issues.</li> </ul> |          |   |

### 2.3.6 Safety audit

| Interval  | Location | Attendance by:  |
|---|----------|---|
| Monthly/Quarterly   | KNPS     | <i>Contractor Safety representative and Employer Safety representatives</i> |
| <p>The <i>Contractor's</i> Safety representatives provide reports from Scheduled safety inspections for the identified period for external audit.</p> <p>Any new Safety related issues identified since the last report, its status and action plan for resolution.</p> <ul style="list-style-type: none"> <li>• Status and progress on previously reported safety issues.</li> </ul> |          |   |

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

The *Contractor* provides an organogram of his resources and reporting structure that includes all resources utilised at the *Employer's* Affected Properties, as well as other *Contractor* resources that interact with both Parties from other offices of the *Contractor*, including his head office. The *Contractor* provides this information on the *starting date* and informs the *Employer* of any changes. The information includes contact details.

### **2.4.1 People**

The *Contractor* employs in and about the Provision of the *Service* only such persons that are careful, competent, and efficient in their area of expertise. The *Contractor* employs qualified persons to avoid substandard of delivery of service.

### **2.4.2 Key personnel**

The *Contractor* ensures that all key personnel requiring access to the Affected Properties meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these staff members also meet such requirements as the National Nuclear Regulator (NNR) may stipulate from time to time. *Employer* is expected to update the *Contractor* on such requirements. The *Contractor* is then permitted to evaluate compliance to such requirements and where relevant, present impacts. The *Contractor* ensures continuous on-site supervision of the *service* by its supervisors.

#### **2.4.2.1 Emergency mustering, accountability, and evacuation**

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

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

## **2.5 Documentation control**

### **2.5.1 Documentation control procedures**

Development and Submission: The *Contractor* shall develop and submit a comprehensive Documentation Control Procedure (DCP) for review and acceptance by the *Service Manager* at least two weeks prior to commencing work.

### **2.5.2 DCP content**

- Document Creation, Review, and Approval: Outline the process for requesting, reviewing, and approving all supporting documents prior effecting the service, including roles and responsibilities of both the *Contractor* and *Service Manager*.
- Document Monthly assessment template for review and approval by the *Service Manager* and *Employer's* Finance and Contracts Departments.
- Document and develop the ordering process in line with the *Employer's* IT systems and the process to be flexible to evolve should the *Employer's* IT systems be upgraded.

### **2.5.3 Communication and reporting**

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- The *Contractor* shall establish a regular communication plan to provide the *Service Manager / Employer* with timely feedback and progress updates on the service rendered.
- The *Contractor* shall propose the frequency of feedback sessions.
- The *Contractor* shall produce weekly and monthly basis reports of what goes right or wrong. Document areas for improvement (AFI). These reports should detail key performance indicators (KPIs) relevant to the catering services.

## 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*,
- The contract number and title,
- *Contractor's* VAT registration number,
- The *Employer's* VAT registration number 4740101508,
- Description of service provided for each item invoiced based on the Price List,
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT,
- Reference to Contract and/or Task Instruction or Order number
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number,
- A copy of the Assessment Certificate/Signed Task Instruction,

All invoices are to be addressed as follows:

All invoices are to be submitted directly to the *Employer's* e-mail address [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

Kindly call the Finance Shared Service call centre on 011 800 5060 or e-mail [FPSS@eskom.co.za](mailto:FPSS@eskom.co.za) to follow up on any payment queries.

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing:

- The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

## 2.7 Contract change management

The *Contractor* is responsible to document and resolve any required changes on his design / plant / materials. The approval process indicated in this Service Information is adhered to, by the *Contractor*.

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

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

## 2.9 Insurance provided by the *Employer*

Insurance will be applicable as per Clause Z12 clauses in the *Employer's* Contract Data.

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## 2.10 Design and supply of Equipment

The *Contractor* complies with the requirements of the URS BS2024/002 and provides all the Equipment required to Provide the *Service*.

## 2.11 Management of work done by Task Order

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

- A SAP task order, together with an instruction from the *Employer* to perform a Task, is the *Employer's* notice to the *Contractor* to carry out a Task.
- The *Contractor* does not perform any work without a SAP task order accompanying the *Employer's* instruction to perform a Task.
- The *Contractor* 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 *Contractor* signs next to each line of the *services* on the applicable SAP generated task order.

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

### 3.1 Health and safety risk management

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

The *Contractor*:

- Complies with legislation in providing the *works*,
- Ensures the Affected Properties and work processes under their control do not endanger health and safety,
- Ensures Plant and Material and Equipment comply with legislation,
- Ensures Plant and Material and Equipment supplied are safe when used according to manufacturer specifications (includes leased Equipment),
- Maintains Equipment in safe condition,
- Provides notice when Plant and Material or Equipment does not comply with legislation,
- Cooperates with any person exercising duty under legislation,
- Ensures assistance is provided to a person, exercising duty under legislation, to meet an obligation under legislation achieves that objective,
- Ensures the *works* is provided by a competent supervision and workers, and
- Ensure the *works* does not create a hazard to the *Employer* and Others on the Affected Properties.

#### 3.1.2 Nuclear Safety

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

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

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

### **3.1.3 SHE Specification**

The *Contractor* shall comply with the health and safety requirements contained in Annexure 3 – SHE Specification Low Risk Work 240-73419711 to this Service Information. SHE specification guidelines to which *Contractor* complies with are supplied by the *Employer*.

### **3.1.4 Healthy and safety compliance requirements**

The *Contractor* shall ensure full compliance with the following at all times during the service period:

#### **3.1.4.1 Certificate of Acceptability (CoA)**

A valid Certificate of Acceptability issued by the local health authority must be provided prior to commencement of services and kept current throughout the term of the contract.

#### **3.1.4.2 Certificate of Compliance**

A valid Certificate of Compliance for all catering-related equipment and premises shall be submitted by the *Contractor* prior to the start date. Any changes requiring re-certification must be promptly communicated to the *Employer*.

#### **3.1.4.3 HACCP Accreditation**

The *Contractor* must be HACCP-accredited and provide documentary evidence of accreditation upon request. Accreditation must remain valid throughout the duration of the contract.

#### **3.1.4.4 Audit requirements**

The *Contractor* agrees to allow the *Employer*, or its nominated representatives, to conduct audits of the catering operations and premises, to verify compliance with all applicable health and food safety standards.

### **3.1.5 Personnel health and hygiene facilities**

#### **3.1.5.1 Dining areas**

The *Contractor* must comply with the following requirement:

- Certificate of acceptability, compliant with Regulation 638
- Safety Audit as per SANS 10049: Water Sample tests done, Microbiological tests done, Audit of the food Safety process done.
- Suitable and sufficient tables and chairs for seating whilst eating.
- Ensure adequate provision for washing cooking and eating utensils.
- Dining and kitchen areas shall be kept in a clean, tidy, and hygienic manner.
- Provision of adequate facilities for eating to be utilised by its employees at the designated dining areas.
- Littering is not permitted on the Affected Property.

#### **3.1.5.2 Ablution facilities**

It is the responsibility of the *Contractor* to provide sufficient portable ablution facilities for the employees. Such facilities must be serviced regularly. The *Employer's* ablution facilities can be utilised only if the *Contractor* is in possession of the written permission.

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### **3.1.5.3 Drinking Water**

The *Contractor* must ensure that its employees only drink water which is suitable for drinking while working on the Affected Properties. Suitable drinking water is clearly marked on site.

### **3.1.5.4 Changing areas and Lockers**

The *Contractor* shall provide suitable changing facilities for their employees. No *Contractor* employees are allowed to change in an area that is not designated for such. Should the contractor employee be found changing clothes in an area that is not designated for such, Eskom Koeberg reserves the right to withdraw the contractor employee's permit. Cognisance must be taken of the dignity of fellow workers and members of the public.

### **3.1.6 Food handling hygiene**

#### **3.1.6.1 Storage**

The *Contractor* must provide adequate cold storage for food, along with a designated food storage area. These areas must be kept clean and regularly disinfected in accordance with food regulations. All food storage, including cold storage, must comply with the requirements outlined in Regulation 63

#### **3.1.6.2 Transportation**

All food must be transported in appropriate sealable containers and at the right temperature.

#### **3.1.6.3 Handling**

The *Contractor* must maintain hygienic conditions in the kitchen and utensil washing facilities in accordance with food regulations. All food handlers must comply with Regulation 11 of R638.

### **3.1.7 Employer's Lifesaving Rules**

The *Contractor* complies with the *Employer's* five rules as stipulated in the *Employer's* Management Directive 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, and
- Rule 5: Permit to work.

### **3.1.8 Substance abuse**

Alcohol and substance abuse poses a significant threat to any business, more so in industrial incidents and the driving of vehicles. Eskom is therefore, entitled to take reasonable steps to ensure that intoxicated persons are identified and prevented from entering Eskom Koeberg Power Station.

- General Safety Regulation 2A is clear on the legal stance regarding intoxication.
- The alcohol and drug permissible level is 0%.
- All *Contractors* shall comply with Eskom's procedure 32-37 ("Substance Abuse Procedure"), taking into account that this is an Eskom Life-saving Rule number 4: BE SOBER", this means anyone entering the Eskom Koeberg Power Station will be subjected to ad hoc alcohol testing.
- The *Contractor* is encouraged to compile their own manual and to carry out regular alcohol testing of their own employees. The legislative alcohol level is deemed to be zero.
- Test records must be treated as "Confidential" and filed in the employees' personal file.

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### 3.1.9 Occupational health, hygiene, and rehabilitation

The *Contractor* must develop an Occupational Health, Hygiene and Rehabilitation program. The program is intended to ensure that the risks to health are identified and controlled.

## 3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure 5.

Koeberg Nuclear Power Station, situated in a coastal area with unique environmental characteristics, faces several environmental constraints that must be carefully managed. To address these environmental constraints, the *Contractor* must implement robust environmental management strategies, including:

- **Environmental Impact Assessment (EIA):** Conduct regular EIAs to assess the potential impacts of the catering service on the environment and develop mitigation measures.
- **Waste Management:** Implement efficient waste management practices, including recycling, composting, and proper disposal of waste materials.
- **Water Conservation:** Conserve water resources through efficient use and minimize water pollution.
- **Energy Efficiency:** Adopt energy-efficient practices and technologies to reduce the environmental impact of the catering operation.
- **Biodiversity Protection:** Develop and implement measures to protect and enhance biodiversity within the *working areas*.
- **Emergency Preparedness:** Have plans in place to respond to environmental emergencies, such as spills or pollution incidents.
- **Compliance with Regulations:** Ensure compliance with all relevant environmental regulations and standards, including those related to water pollution, waste management, and biodiversity conservation. These include :
  - National Environmental Management Act (NEMA), 1998 (Act No. 107 of 1998)
  - National Water Act, 1998 (Act No. 36 of 1998)
  - National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008)
  - Provincial and Municipal Regulations

## 3.3 Quality assurance requirements

The *Contractor* shall implement a robust Food Safety Management System (FSMS) that comply with the requirements of SANS/ISO22000:2019, Food safety management systems —Requirements for any organization in the food chain, or equivalent.

The *Contractor's* quality assurance program will be reviewed and accepted by the *Service Manager* before implementation.

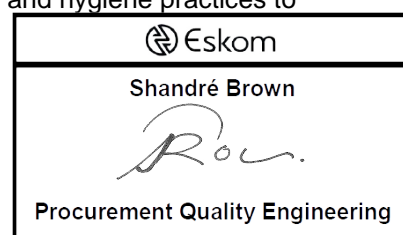
The *Contractor* shall ensure that the correct food safety & quality measures are implemented throughout all stages of the food supply chain.

The *Contractor* shall Implement routine quality checks during receiving, food storage, and preparation stages to promptly identify and resolve quality issues before they impact the customers.

The *Contractor* shall regularly collect feedback from customers, staff and conduct audits to obtain insights into the quality of their products and service offering.

The *Contractor* shall ensure that staff receive on-going training on food safety and hygiene practices to minimize health risks to all.

### 3.3.1 Quality assurance standards



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The *Contractor* shall adhere to the highest quality standards in all aspects of the catering services provided. This includes:

- **Food Safety:** Ensure strict adherence to food safety regulations and practices, including proper handling, storage, and preparation of food.
- **Hygiene and Sanitation:** Maintain a high level of cleanliness and sanitation in all catering facilities, including kitchens, dining areas, and equipment.
- **Customer Satisfaction:** Strive to exceed customer expectations by providing high-quality food, efficient service, and attentive staff.
- **Compliance:** Adhere to all relevant industry standards, regulations, and certifications, such as ISO 22000 (Food Safety Management System) or HACCP (Hazard Analysis Critical Control Point).

### 3.3.2 Quality assurance measures

- **Regular Inspections:** Conduct regular inspections of food preparation areas, storage facilities, and serving stations to ensure compliance with quality standards.
- **Employee Training:** Provide ongoing training to staff on food safety, hygiene, and customer service.
- **Quality Control Checks:** Implement quality control checks at various stages of the food production process, including ingredient inspection, cooking, and plating.
- **Customer Feedback:** Actively seek customer feedback through surveys, comments, or suggestions to identify areas for improvement.
- **Audits and Certifications:** Undergo regular audits and certifications to verify compliance with quality standards and industry regulations.

### 3.3.3 Quality assurance documentation

- **Standard Operating Procedures (SOPs):** Develop and implement clear SOPs for all aspects of the catering operation, including food preparation, hygiene, and customer service.
- **Quality Records:** Maintain detailed records of quality control checks, inspections, and corrective actions.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

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

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

The *Contractor*, in and about the provision of the *services*, provides evidence of skills assessment (including qualifications) for its entire staff. *Contractor* staff has to conform to the minimum qualification and experience as stipulated in price list C2.2. for the positions that they fulfil. The *Contractor's* project manager is trained on the TSC3 prior the *access date*. Any personnel that do not meet the requirements will have their access to the Affected Property revoked.

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

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The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its *Contractors* and Sub-contractors or their employees who may be involved.

#### 4.1.1.1 General Requirements

- **Health and Hygiene:** All personnel must maintain good health and hygiene standards, including regular handwashing and adherence to food safety practices.
- **Training and Certification:** Staff should possess relevant training and certifications in food safety, hygiene, and customer service.
- **Experience:** Experience in the catering industry is preferred, especially for chefs and kitchen staff.
- **Communication Skills:** Effective communication skills, both verbal and written, are essential for interacting with customers, colleagues, and management.
- **Teamwork:** The ability to work well in a team environment is crucial for a successful catering operation.

#### 4.1.1.2 Specific Requirements for Key Roles

- **Executive Chef:** A highly skilled chef with extensive experience in menu development, food production, and staff management.
- **Sous Chef:** A skilled chef who assists the executive chef in daily operations and supervises kitchen staff.
- **Kitchen Staff:** Cooks, line cooks, and other kitchen staff should have experience in food preparation and cooking techniques.
- **Management Staff:** Managers should have experience in catering operations, staff management, and customer service.

#### 4.1.2 BBBEE and preferencing scheme

TBC

### 4.2 Subcontracting

#### 4.2.1 Limitations on subcontracting

Not applicable

### 4.3 Sourcing area

The *Contractor* shall ensure that all products are sourced from local suppliers based within the Western Cape region, promoting local procurement, and supporting regional businesses.

### 4.4 Expiry date of procured items.

The *Contractor* must ensure that all items procured have a clearly visible expiry date. Items must be procured with sufficient shelf life to ensure that they remain fit for consumption during their intended use period.

### 4.5 Packaging during transportation

The *Contractor* must ensure that all items are appropriately packaged during transportation to maintain the quality and safety of the products. Packaging must be durable, secure, and compliant with health and safety standards to prevent contamination, damage, or spoilage during transit.

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## 5 Working on the Affected Property

### 5.1 *Employer's* Affected Property access control (KNPS)

#### 5.1.1 Fitness for Duty (FFD) Management

The *Contractor* adheres to the *Employer's* procedure regarding Fitness for duty requirements for vendors and contractors who are required to perform work inside the owner-controlled areas of KNPS (335-68) Rev 7. This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777. The *Contractor* shall appoint a FFD "controller" to facilitate all their personnel training requirements for entry to site.

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

- Security screening enrolment, drug test and criminal check (Please note Criminal check takes few days and only once you pass criminal check can the following training be booked)
- Medical examination (to be performed externally and medical results presented to Koeberg Medical Centre)

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

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

It is expected that all contract personnel are competent in the following disciplines:

- Plant Induction Training (Online) assessment at Koeberg
- Safety Induction Course (On site prior to start of work)

Notes:

- Plant induction training (PIT) is Koeberg specific and shall be for the *Employer's* account (4hrs training and 2 hrs for assessment).
- Meeting FFD requirements is entirely the responsibility of the [*Contractor*] and all activities described in procedure 335-68 paragraph 6.2 are performed offsite at the cost of the [*Contractor*] before his/her employees will be registered on the FFD system.

#### 5.1.2 FFD requirements before registration takes place

Information the *Contractor's* employee must supply:

- Identification document,

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- Work permit (non-SA citizens),
- Qualifications,
- Curriculum Vitae (CV),
- Criminal record history,
- Proof of residential address,

Forms that the *Contractor's* employee must sign:

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

### 5.1.3 Fraudulent documents

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

### 5.1.4 False declarations

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

### 5.1.5 Medical examinations

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

These are:

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

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

### 5.1.6 Exit procedure

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

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

### **5.1.7 Security check points**

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

### **5.1.8 Access to Radiological Areas “Controlled Zones” and Reactor Building (where applicable)**

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

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

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

### **5.1.9 Prohibited/unauthorised items on site**

In terms of the National Key Point Act 102 of 1980, Koeberg Operating Unit is a declared National Key Point (NKP). The National Key Point Act requires and empowers the owner of the National Key Point (Power Station Manager), to implement measures that will ensure the security of the National Key Point. The National Key Point area at the power station is the area within the protected area barrier (ACP 2 inwards). One such security measure is procedure KAA-777 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

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

### **5.1.10 Vehicles and tools/equipment**

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

Vehicles are only allowed on Affected Property if justification is provided to the Service Manager that such a vehicle is essential to provide the Service.

### **5.1.11 Emergency mustering and accountability and evacuation**

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

## **5.2 *Employer's* Affected Property access control (ATKSS)**

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

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

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

### **5.2.1 Access control for persons**

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

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

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

### **5.2.2 Removal of Equipment from the Project Site**

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

### **5.2.3 Access control for vehicles**

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

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

### **5.2.4 Visitors**

Before entering the Affected Property, visitors (meaning any person other than the *Contractor's* personnel) are in possession of a valid identification card supplied by the *Employer*.

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Applications are made in a form prescribed by the Employer prior to access being required and visitors are in possession of positive identification. The Contractor's visitors are subject to all Affected Property rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, visitors wear safety shoes, hard hats and any other personal protective equipment as required by the Employer and are accompanied by their hosts at all times whilst on the Affected Property.

### **5.2.5 Fire-arms**

Fire-arms are not permitted on the Affected Property (nor at other places, if any, as may be specified under the Contract as forming part of the Affected Property). This restriction does not, however, apply to the South African Police Services (SAPS) in the pursuance of official duties.

### **5.2.6 Affected Property fences**

The modification or removal of Affected Property fences is strictly prohibited unless otherwise instructed by the Service Manager.

### **5.2.7 Contractor's security**

The *Contractor* is solely responsible for the protection and security of the *Contractor's* office.

### **5.2.8 Cleanliness and housekeeping**

The *Contractor* maintains a high standard of cleanliness during the Provision of the Service on the Affected Property. The *Contractor*, at all times maintain, clean and attend to the upkeep of the Affected Property and such other areas allocated for storage of Plant, Materials and Equipment, the *Contractor's* office, etc.. The *Contractor* at all times keeps these areas, clean and free from accumulation of waste materials and refuse.

During sweeping and dusting, the *Contractor* ensures that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

### **5.2.9 Waste removal and disposal**

The *Contractor* promptly removes all waste to the designated disposal area. The disposal area is on the Affected Property and is pointed out by the *Service Manager*.

For the purpose hereof, "waste" means any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the service and which is not reused on the Affected Property in the ordinary course of Providing the Service.

The *Service Manager* provides an adequate number of marked bins and containers at Affected Property. The *Contractor* ensures that waste generated from the Affected Property is disposed accordingly.

The *Contractor* (where and when deemed necessary by the *Employer*) segregates certain items of waste by type as designated by the *Employer*. Bins and containers are emptied and waste removed to the designated area at least once a week. All the temporary storage areas for bins and containers are kept tidy and does not constitute a nuisance to the *Employer* or Others. The *Contractor* takes all steps required to avoid the spillage of waste alongside the bins and containers and during removal and disposal.

All waste that cannot be contained in either a bin or container are placed on a temporary waste site the position of which is pointed out by the *Service Manager*. The waste is removed as soon as possible but in any event at least once a week. No burning of waste is allowed on the Affected Property unless otherwise directed by the *Service Manager*.

Hazardous waste is dealt with in accordance with the safety, health and/or environmental requirements of the Contract, as applicable, and the *Contractor* is solely responsible for the proper disposal thereof.

### **5.2.10 Signage**

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No signage is erected by the *Contractor* at the Affected Property without the prior acceptance by the *Service Manager*. The positioning and content of signage, whether required by applicable Law and/or otherwise required to be displayed by the *Contractor* under the Contract, is subject to applicable policies and procedures issued by the *Employer* from time to time.

No *Contractor* notice boards are allowed on the main road.

### 5.2.11 Service area limits

The *Employer* designates the Affected Property boundary limits and assigns for the *Contractor's* use the existing access roads. The *Contractor* does not trespass in or on areas not so designated. The *Contractor* is responsible for keeping *Contractor's* personnel out of areas not designated for *Contractor's* use.

### 5.2.12 Affected Property traffic

The *Contractor* complies with the *Employer's* directions for the movement of traffic, vehicular or pedestrian, at the Affected Property. The *Contractor* interferes as little as possible with Affected Property traffic, vehicular or pedestrian, during the Provision of the Service.

### 5.2.13 Continuing Random Drug Testing

The *Contractor* conducts periodic unannounced (random) testing at the Affected Property at least once each month. The date of such testing is selected using a means that, to the *Employer's* satisfaction, randomly selects the date within the time frame specified, so that the date is unpredictable to the potential subject of the testing.

The *Contractor's* supervisory personnel at the Affected Property is not informed of the date of testing and the selected *Contractor's* Personnel is not notified until the morning of the selected day.

The *Contractor's* personnel to be tested are selected using a means which, to the *Employer's* satisfaction, randomly selects the number of subjects (10% minimum) from among the pool of all *Contractor's* personnel actually at the Affected Property. Possible subjects include all the *Contractor's* personnel present at the Affected Property on the day selected for random testing, including those who have been selected for testing on previous occasions. The subjects are identified by a unique and individual identification number. It is therefore conceivable that an individual could be selected to undergo testing more than one time in any given period.

Testing shall, as a minimum,

- Comprise onsite enzyme immunoassay screening and/or colorimetric alcohol saliva screening; and
- Include for cocaine, opiates, amphetamines, and marijuana.

The *Contractor* confirms all positive tests by gas chromatography / mass spectrometry laboratory analysis (or by other means acceptable to the *Employer*).

The *Contractor* provides regular updates of these random tests to the *Employer*. All positive tests are reported to the *Employer* immediately and in writing. Evidence that *Contractor's* personnel has passed a substance test is provided to *Employer* within three (3) days of completion of the test.

## 5.3 People restrictions, hours of work, conduct and records

The *Contractor* only carries out work under this Contract, taking due cognisance of the following constraints and as directed by the *Employer's Agent*.

- The services are subject to inspections by the *Service Manager* and the *Employer*,
- The *Contractor* complies with all relevant labour legislation (Basic Conditions of Employment Act, 1995 (Act No. 75 of 1995)) and applies to the Ministerial Determination for working hours and obtains approval prior to the starting date of each Task. The *Contractor* submits these approvals to the *Service Manager* prior to starting date of each Task.

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

### 5.3.1 Ethics

The *Employer* is committed to the highest standard of ethical behaviour and expects the same from all contractors.

### 5.3.2 Site hours

#### 5.3.2.1 Non-shift staff

The *Employer's* normal working hours during non-outage periods are:

Monday – Thursday: 07:30 – 16h:35

Friday: 07:30 – 13:35

On the last Friday of each month however, working hours will be from 07:30 until 12:00.

#### 5.3.2.2 Shift staff

In accordance with official, approved shift rosters.

#### 5.3.2.3 Flexitime

*Employer's* employees who have a written agreement entitling them to work flexitime, the “Core Time” during which time cannot be flexed is from 09:00 to 15:00, whilst no employee may flex prior to 06:00 (Monday to Friday) nor after 18:00 (Monday to Thursday).

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

#### 5.3.2.4 Outage periods

The *Employer's* working hours during outage periods are continuous, operating 24 hours a day.

## 5.4 Health and safety facilities on the Affected Property

First aid provided equivalent to those of normal office kits. There are Muster coordinators at the affected area to assist in case of emergency.

## 5.5 Cooperating with and obtaining acceptance of Others

In Providing the Services, the *Contractor*:

- Makes available the key persons for Providing the Services.
- Makes it his business to gain sufficient understanding relevant to the services and of the *Employer's* mission and objectives.
- Seeks out everything necessary to identify those matters that fall fully or partially within the scope of the services, whether or not such matters are addressed in the description of the services or in the Scope or in other requirements for the services stated from time to time.

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- Brings to the attention of the *Employer* any additional services that the *Contractor* believes should be performed by him in keeping with sound professional practice.
- Notifies the *Employer* of any matter that the *Contractor* disagrees with or cannot resolve to his satisfaction.
- Co-operates at any time with Others (e.g., an independent person) appointed by the *Employer* to review work done by the *Contractor* in Providing the Services.
- Co-operates and provides information as required by the *Employer* for issues affecting the services, but outside the scope of the services.

## **5.6 Equipment provided by the *Employer***

The *Contractor* will be granted free use of the *Employer's* Equipment currently available in the kitchens, canteens, storerooms, and snack bars, such as appliances and furniture. The following conditions apply:

Fixed electrical equipment, including stoves, ovens, tilting pans, dishwashing machines, walk-in freezers, cold rooms, and gas equipment at the Halaal kitchen, will be provided by the Employer but must be returned in the condition received, excluding normal wear and tear.

Refer to Annexure 7.6 – Inventory of Employer-Supplied Equipment

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## 5.7 Services and facilities provided by the *Employer*

The *Contractor* will be granted free use of the *Employer's* equipment currently available in the kitchens, canteens, storerooms, and snack bars, such as appliances and furniture. The following conditions apply:

- Fixed electrical equipment, including stoves, ovens, tilting pans, dishwashing machines, walk-in freezers, cold rooms, and gas equipment at the Halaal kitchen, will be provided by the *Employer* but must be returned in the condition received, excluding normal wear and tear.
- The *Employer* will provide electricity and water.
- The *Employer* will be responsible for maintenance and necessary repair work for all fixed electrical equipment, as well as non-fixed bain maries and gas equipment at the Halaal kitchen.
- The *Contractor* must obtain three quotations for any repair work, and the *Employer* will accept the most cost-effective quotation.
- The majority of fixed electrical equipment operates on three-phase power, and the following procedures must be followed:
  - A Permit To Work (PTW) is required before any repair work on three-phase electrical equipment.
  - The PTW must be arranged with the *Employer's* Agent before calling an external technician for repairs.
  - Once the PTW register has been signed off by the *Employer's* Maintenance Section, repair work may begin, with an *Employer's* Responsible Person present during the entire process.
- Both electrical and gas technicians must be fully qualified, and proof of their qualifications must be kept in the contract file.
- The technicians must be declared fit for duty before performing any work at the Koeberg Operating Unit.

The *Contractor* will be financially liable for any loss or damage caused by negligence or misuse of the *Employer's* equipment.

The *Contractor* will have access to the *Employer's* telephone network, but all external outgoing calls will be charged at Telkom rates.

### 5.7.1 Affected Property roads and parking

The *Employer* provides and maintains construction parking and general use roads on the Affected Property. A construction parking lot will be located outside the main security fence for *Contractor's* personnel and visitors. Parking facilities are limited. *Contractor's* personnel and visitors failing to park as directed while using this lot may have their vehicle removed and/or be banned from future use of the lot.

The *Employer's* approval and an appropriate permit is required as authorisation for any *Contractor* vehicles to be brought on to the Affected Property.

### 5.7.2 Communication Services

The *Contractor* provides his own internet and telephony connectivity.

### 5.7.3 Water

The *Contractor* exercises economic use of the water supplied by the *Employer*.

## 5.8 Provided by the *Contractor*

The *Contractor* shall:

- Provide own vehicle and ensure that sufficient vehicles are available on-site for the transportation of equipment, materials, and food. All vehicles must be consistently maintained and always serviced.

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- Supply gas and refills as needed, always ensuring an adequate and continuous gas supply.
- Replace of any non-fixed electrical items or equipment during the contract period.
- Provide cleaning equipment and environmentally friendly chemicals for daily cleaning, as well as the Material Safety Data Sheets (MSDS).
- Supply all necessary consumable items, including but not limited to foodstuffs, cleaning materials, paper/labels for computers, cash registers, meal ordering machines, and other related items.
- Provide additional equipment as required, including but not limited to PC equipment, telephones, fax machines, and portable appliances such as microwave ovens, toasters, fryers, pie warmers, as well as fridges and freezers, to deliver a professional resale service.
- Provide staff uniforms, which must be always worn along with clear name tags for easy identification. The contractor will also provide non-slip footwear and appropriate personal protective equipment (PPE) for all staff at their own expense.
- Cover the cost of laundry.

## 5.9 Tests and inspections

### 5.9.1 Description of tests and inspections

- **Contractor-Performed Tests and Inspections:**
  - **Quality Control Tests:** The *Contractor* should conduct regular quality control tests to ensure that the catering services meet the required standards. This may include testing the quality of ingredients, finished products, and adherence to hygiene protocols.
  - **Equipment Inspections:** Regular inspections of kitchen Equipment, utensils, and facilities should be carried out to ensure proper functioning and safety.
  - **Staff Training Assessments:** The *Contractor* should periodically assess the training and competence of staff to ensure they meet the necessary requirements.
  - **Menu Compliance:** Inspections should be conducted to verify that the *Contractor* is providing the agreed-upon menu items and adhering to any specified dietary restrictions.
- **Employer-Performed Tests and Inspections**
  - **Random Inspections:** The *Employer* may conduct random inspections of catering facilities, food preparation areas, and service areas to verify compliance with contractual obligations.
  - **Food Safety Audits:** Independent food safety audits can be conducted to assess the *Contractor's* adherence to food safety regulations and standards.
  - **Customer Satisfaction Surveys:** The *Employer* may administer its own customer satisfaction surveys to gather feedback on the quality of the catering services.
  - **Performance Evaluations:** Regular performance evaluations of the *Contractor* can be conducted to assess their overall performance and compliance with contractual terms.
- **Joint Inspections**
  - **Periodic Joint Inspections:** The *Contractor* and *Employer* may conduct joint inspections of catering facilities and operations to ensure that both parties are meeting their obligations.
  - **Incident Investigations:** In the event of any incidents or complaints, joint investigations can be conducted to determine the root cause and implement corrective measures.
- **Documentation**

All inspections, tests, and audits must be documented, including findings, corrective actions, and follow-up measures.

Documentation must be maintained for the duration of the contract, to provide a record of quality assurance activities.

6 List of drawings

6.1 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 |
|----------------|----------|-------|
|                |          |       |
|                |          |       |
|                |          |       |
|                |          |       |
|                |          |       |
|                |          |       |
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## **7 Annexures**

- 7.1** NEC3 TSC X17 - Service Level Table for Catering, Canteen, and Mobile Kitchen Pop-ups, Kiosk and Vending Machine Services at KNPS
- 7.2** Pricing Schedule for Catering, Canteen, and Mobile Kitchen Pop-ups, Kiosk and Vending Machine Services at KNPS
- 7.3** SHE Specification – Low Risk Work 240-73419711 for Catering and Canteen Services at KNPS
- 7.4** Environmental Specification – Low Risk Work 240-73419711
- 7.5** Inventory of *Employer*-Supplied Equipment for the Provision of Catering and Canteen Services at KNPS