



NEC3 Term Service Contract (TSC3)

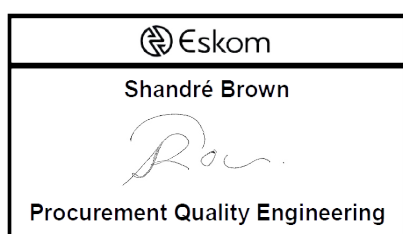
Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

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

for **The Provision of Occupational Health Services on an
as when required basis**

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CONTRACT No.



2022-08-17

NO PQE Input

PART C1: AGREEMENTS & CONTRACT DATA

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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 Occupational Health Services on an as when required basis

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

This Offer may be accepted by the 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) _____ Keith Featherstone _____

Capacity _____ Chief Nuclear Officer (Acting) _____

For the tenderer: _____ Eskom Holdings SOC Limited
 Koeberg Nuclear Power Station
 R27 off West Coast Road
 Melkbosstrand
 South Africa, 7440 _____

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

N/A

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

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) Keith Featherstone

Capacity Chief Nuclear Officer (Acting)

for the Employer Eskom Holdings SOC Limited
Koeberg Nuclear Power Station
R27 off West Coast Road
Melkbosstrand
South Africa, 7440

Name & signature of witness Date

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

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

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

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

Name & signature of witness _____

Date _____

Keith Featherstone

Chief Nuclear Officer (Acting)

Eskom Holdings SOC Limited
 Koeberg Nuclear Power Station
 R27 off West Coast Road
 Melkbosstrand
 South Africa, 7440

PART C1: AGREEMENTS & CONTRACT DATA


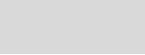

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

| Clause | Statement | Data |
|--------|---|--|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: | |
| |  dispute resolution Option | A: Priced contract with price list |
| |  and secondary Options | W1: Dispute resolution procedure |
| |  | X1: Price adjustment for inflation |
| | | X2: Changes in the law |
| | | X18: Limitation of liability |
| | | X19: Task Order |
| | | Z: <i>Additional conditions of contract</i> |
| | of the NEC3 Term Service Contract April 2013 ² (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 |
| 10.1 | The <i>Service Manager</i> is (name): | Lumka Ngcilishe |

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

Tel +27 21 550 4010

e-mail GcilisL@eskom.co.za

| | | |
|----------|--|--|
| 11.2(2) | The Affected Property is | Koeberg Nuclear Power Station |
| 11.2(13) | The <i>service</i> is | The Provision of Occupational Health Services on an as when required basis |
| 11.2(14) | The following matters will be included in the Risk Register | Matters as identified in Early Warnings, Minutes of Early Warning, Risk Reduction meetings or other matters as agreed by the parties |
| 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 | 2 weeks |
| 2 | The Contractor's main responsibilities | 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 | 2 weeks of the Contract Date |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | 1 October 2022 |
| 30.1 | The <i>service period</i> is | 60 months |
| 4 | Testing and defects | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | End 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 | 30 days after receipt of a valid 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 and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted |

| | | |
|---------|---|--|
| | | under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove. |
| 6 | Compensation events | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 7 | Use of Equipment Plant and Materials | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data |
| 8 | Risks and insurance | |
| 80.1 | These are additional <i>Employer's</i> risks | 1. Additional risks (if any) to be identified and recorded in the risk register during contract execution. |
| 9 | Termination | There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. |
| 10 | Data for main Option clause | |
| A | Priced contract with price list | |
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | 2 weeks. |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| | Address | Cape Town, South Africa |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) |

| | | |
|---------|---|--|
| | | (see www.ice-sa.org.za) or its successor body. |
| W1.4(2) | The <i>tribunal</i> is: | arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |
| | The place where arbitration is to be held is | South Africa |
| | The person or organisation who will choose an arbitrator | |
| | - if the Parties cannot agree a choice or | the Chairman for the time being or his nominee |
| | - if the arbitration procedure does not state who selects an arbitrator, is | of the Association of Arbitrators (Southern Africa) or its successor body. |

12 Data for secondary Option clauses

| X1 | Price adjustment for inflation | | | | | | | | | | | | | |
|------------|---|--|------------|---------------------|-------------------|------|--|--------|------|----------------|--|------|--|--|
| X1.1 | The <i>base date</i> for indices is | One month prior to the tender closing date. | | | | | | | | | | | | |
| | The proportions used to calculate the Price Adjustment Factor are: | <table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.90</td><td>Seifsa Table C 3(a) Actual Labour Cost All Hourly Paid Employees</td><td>SEIFSA</td></tr> <tr> <td>0.10</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table> | proportion | linked to index for | Index prepared by | 0.90 | Seifsa Table C 3(a) Actual Labour Cost All Hourly Paid Employees | SEIFSA | 0.10 | non-adjustable | | 1.00 | | |
| proportion | linked to index for | Index prepared by | | | | | | | | | | | | |
| 0.90 | Seifsa Table C 3(a) Actual Labour Cost All Hourly Paid Employees | SEIFSA | | | | | | | | | | | | |
| 0.10 | non-adjustable | | | | | | | | | | | | | |
| 1.00 | | | | | | | | | | | | | | |
| X2 | Changes in the law | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. | | | | | | | | | | | | |
| X18 | Limitation of liability | | | | | | | | | | | | | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | R0.0 (zero Rand) | | | | | | | | | | | | |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | the amount of the deductibles relevant 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 | <p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles | | | | | | | | | | | | |

| | | |
|------------|--|--|
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. |
| X18.5 | The end of liability date is | [•] months after the end of the <i>service period</i> . |
| X19 | Task Order | |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | 7 days of receiving the Task Order |
| Z | The additional conditions of contract are | Z1 to Z14 always apply. |

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer’s limitation of liability

- Z9.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor’s* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer’s* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

| Insurance against or name of policy | Minimum amount of cover or minimum 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

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of

above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

Responsibilities:

Qualifications:

Experience:

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

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

PART 2: PRICING DATA
TSC3 Option A

| Document reference | Title | No of pages |
|--------------------|-------------------------------|-------------|
| C2.1 | Pricing assumptions: Option A | 21-22 |
| C2.2 | The <i>price list</i> | 23 |

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

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

2. Function of the Price List

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

3. Link to the *Contractor's* plan

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

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

| Item no. | Description | Unit | Normal time Expected Quantity | Overtime Expected Quantity | Rate P/H | Overtime Rate P/H | Price |
|----------|--|------|-------------------------------|----------------------------|----------|-------------------|-------|
| 1 | Occupational Health Nurse Practitioner | Hour | 8000 | 584 | | | |
| 2 | Enrolled Nursing Assistant | Hour | 2000 | 584 | | | |
| 3 | Medical Technicians | Hour | 2000 | 584 | | | |

The total of the Prices

| 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 | |

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

The provision of qualified and competent Nursing staff to perform the under mentioned services on and as when required basis at Koeberg Nuclear Power Station.

Occupational Health duties according to the scope of practice as specified by the SANC (South African Nursing Council):

- Conduct physical examinations in accordance with procedures KSA-055 and KAA-591.
- Keystone Vision Test and Colour Vision or Snellen vision as job description.
- Screening procedures, e.g. height weight, urinalysis, cholesterol and glucometer(sugar-test) if required:
- Audiometry testing:
- Taking blood specimen
- Performing lung function tests
- Record Keeping according to KWV-SR-002, and

Do the necessary referral of individuals when abnormalities detected

1.2 Employer's requirements for the service

- The *Employer* will detail the specific requirements for a specific service as per each applicable Task Order.
- The Contractor must provide a suitably qualified person to provide the service as per each applicable Task Order.
- The Contractor is to provide proof of the assignee's minimum qualifications as required for a specific Task Order.
- The *Employer* will treat each Curriculum Vitae as confidential
- The Contractor must compile time sheets for all assignees. The hours worked by the Contractor prior to placement of the applicable Task Order.
- The *Employer* will arrange such interviews with the Contractor candidates before working on site. The format of the interview is not prescribed in the contract and can be in the form of a telephonic interview or on site with a panel of interviewers

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation |
|--------------|--|
| OHNP | Occupational Health Nurse Practitioner |
| CNP | Clinical Nurse Practitioner |
| EN | Enrolled Nurse |
| ENA | Enrolled Nursing Assistant |

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The Contractor to submit plan for approval by the Service manager to execute the task order

2.2 Management meetings

The contractor has a meeting with the Employer prior to execution of the work, to discuss what needs to be done on each task order. After the Contractor has finished the work, there must also be a feedback meeting to report on the work that has been performed.

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

2.3 Contractor's management, supervision and key people

N/A

2.4 Provision of bonds and guarantees

N/A

2.5 Documentation control

The Employer provides access to all applicable Employer standards, works procedures guide lines and form when requested by the contractors.

The Employer provides copies to all available site documents required for providing service

2.6 Invoicing and payment

In clause Z7

2.7 Contract change management

N/A

2.8 Records of Defined Cost to be kept by the Contractor

N/A

2.9 Insurance provided by the *Employer*

In Z12 Insurance

2.10 Training workshops and technology transfer

The Contractor's employees shall undergo the following generic before the start of the contract period:

Plant Access Training;

- Security screening;
- All Personnel must have a valid identification document or passport
- All Personnel must be cleared to work at the Site by the South African Authorities
- Substance abuse testing;
- Medical Examination;
- Safety Induction Course (prior to staff of work- 2 hours) and
- Eskom's Drivers Evaluation (if required)

After completion of the generic training, the Contractor's employee will be issued with a Personal Identification Access Card. All necessary material required by the assignees for each applicable Task Order .This includes All Personal Protective Equipment (PPE)

2.11 Design and supply of Equipment

N/A

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

2.12.1 Equipment

| Item | Date by which it will be provided |
|--|-----------------------------------|
| Site | On task Order commencement |
| Training FFD | As and when required |
| Work station (where applicable) | On Task Order commencement |
| Personal Computer (where applicable) | On Task Order commencement |
| Medical Facilities (including all equipment and Medicines) | On Task Order commencement |
| Stationery to perform task(where applicable) | On Task Order commencement |

2.12.2 Information and other things.

N/A

2.13 Management of work done by Task Order

- The *Contractor* has no authority to undertake work or expense without authorisation from the *Service Manager* to whom the *Contractor* reports directly
- 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 *Service Manager* 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

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

3.2 Environmental constraints and management

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

3.3 Quality assurance requirements

- The *Employer* reserves the right to at any time audit and/or monitor the control of the *Contractor*. Such audits are done by prior notification and in liaison with the *Contractor*.
- The *Contractor* ensures that his staff is conversant with the content of the services as defined by the Service Information, quality control plans/work plans and work instructions.
- *Contractor's* authorisation of personnel applied for Providing the Services, is made available to the *Service Manager* on request.
- The *Contractor's* quality assurance system and quality control programmes are subject to review and acceptance by the *Service Manager*. The *Service Manager* clarifies the list of applicable internal documents and perimeter for review.
- *Contractor's* quality assurance and quality control are in accordance with Employer's procedures and processes.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* supplies appropriately qualified and experienced, medically fit staff in the categories specified.

The *Contractor* needs to decide the minimum personnel requirements based on the scope of works. The *Contractor* and *Employer* will discuss and agree upon the minimum requirements based on the outage plan and scope of work required. The *Contractor* must take cognisance of the following:

- It may be that, as plant status dictates, to work outside the normal working hours in order to carry out the relevant test.
- During the days for access formalities, preparation and site clearance, normal working hours will apply.
- During a refueling outage, 24 hours coverage is required for all critical path activities
- The shift regime will differ according to the outage plan.

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

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

The standard hours of work for employees are **8 hours a day (40 hours a week)**. This is usually worked between 07:30 – 16:30 Monday to Friday inclusive. There is a paid one hour lunch which includes 15-minute break in the morning and a paid 15-minute break in the afternoon

4.1.2 Supplier Development, Localisation and Industrialisation

a) Job Opportunities

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained as a direct result of being awarded a contract.

Tenderers are encouraged to source resources from surrounding local communities.

| Number of Jobs to be created | Number of jobs to be retained |
|------------------------------|-------------------------------|
| | |

Tenderer to also provide breakdown of jobs to be created and/or retained in this table:

| Category | Jobs to be created |
|-----------------|--------------------|
| Management | |
| Expert Skills | |
| Skilled workers | |
| Semi-skilled | |
| Unskilled | |
| Total | |

b) Skills Development

The purpose of Skills Development is to achieve economic growth and social development that will enrich the creation of decent work and sustainable livelihoods for all South Africans. The suppliers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. For this transaction, tenderers are requested to propose skills development opportunities in order to provide structured workplace learning towards part, or full occupational qualification.

| Skills Development | Eskom Target | Tenderer's Proposal |
|--------------------|--|---------------------|
| | 1 x Internal Nurse to be trained as Professional Nurse | |
| | 1 x External Nurse to be trained as Professional Nurse | |
| | Any other skills development initiative: | |

For each proposed candidate supplier to submit the following:

- Identity document (indicating skills development candidate's full names)
- Proposed Accredited Qualification
- Candidate's address

c) Local Procurement Content

Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents.

Local procurement content is total spending minus the imported component.

| Local Procurement Content | Eskom Target | Tender Proposal |
|---------------------------|--------------|-----------------|
| | | |

4.1.3 BBBEE and preferencing scheme

As a minimum, tenderers will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development and Localization Initiative in accordance with and as provided for in the *Contractor's* SD&L Compliance Schedule.

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria.

The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

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

N/A

4.2 Subcontracting

N/A

4.3 Plant and Materials

4.3.1 Tests and inspections before delivery

N/A

4.3.2 Correction of defects

Contractor employees work under the supervision of Employer personnel and the work is carried out in accordance with Employer's procedures and processes

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

| Item | Date by which it will be provided |
|--|-----------------------------------|
| Work authorizations and Permits to commence the work | As per Task Order |
| Administrative procedures were applicable | As per Task Order |
| On-site canteen services | As per Task Order |
| Consumables and material supplied if required | As per Task Order |
| Access to working and training areas for personnel and equipment | As per Task Order |
| As agreed by Service Manager for special requirements | As per Task Order |

4.3.4 Cataloguing requirements by the *Contractor*

N/A

5 Working on the Affected Property

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

Site Information Topographical

- Location of the site

The site is located at Koeberg Nuclear Power Station (KNPS) north of Melkbosstrand in the South Western Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to KNPS is indicated on the R27. KNPS is approximately 30km north of Cape Town and the approximate co-ordinates are 33° 40.7'S and 18° 26.1'E.

After the turn off, the access route follows the main access road to KNPS.

- Security check points

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

5.2 People restrictions, hours of work, conduct and records

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

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 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 *Employer*, 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 *Employer*.

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

The *Contractor* regularly reports person hours worked to the *Employer* on a monthly basis.

5.3 Health and safety facilities on the Affected Property

The *Contractor* complies with the *Employer's* SHE specification (Eskom Level 1 Construction Safety, Health and Environment Procedure – reference 32-136(0) and must request it from the *Service Manager* on site establishment.

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

The *Contractor* is responsible for the Personal Protective Equipment (PPE) for his employees such as but not limited to; overalls, hard hats, safety boots, ear plugs and safety glasses.

5.4 Environmental controls, fauna & flora

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

5.5 Cooperating with and obtaining acceptance of Others

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

In Providing the Services, the *Contractor*:

- Shares the site with others and maintains a harmonious relationship at all times with, and co-operates with the *Employer* and others and their employees who may be working in the same area or on the same system.
- Makes available the assignees and *key persons* timeously 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.
- 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 Records of *Contractor's* Equipment

As per the Employer processes and procedures

5.7 Equipment provided by the *Employer*

As per the job description in the task order

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

| Item | Date by which it will be provided |
|---|-----------------------------------|
| SFFD Registration /Enrolment – Fitness for Duty - A process that coordinates all the requirements that an applicant must comply before work may be performed at the NOU Registration –The process whereby the personal information ,access requirements ,job specification and training requirements pertaining to a potential contract employee (supplemental staff)is loaded on the FFD system after meeting the minimum requirements for registration . Medical Assessment -A medical assessment of a person ,by competent medical staff or doctor to assess the person's health and fitness for the work that must be done based on physical examination and medical screening which may include specific tests to detect health issues that may affect a work's ability to perform their work provided by OHP on individual | On task Order commencement |
| Access Requirement /Training | As and when required |
| Work station (where applicable)/Drug testing | On Task Order commencement |
| Personal Computer (where applicable) | On Task Order commencement |
| Medical Facilities (including all equipment and Medicines) | On Task Order commencement |
| Stationery to perform task(where applicable) | On Task Order commencement |
| Covid 19 Protocol –for local resources a Covid test not older than 72 hrs. is required at first presentation to Eskom/Koeberg | |
| Safety Induction Course | |

5.8.2 Provided by the *Contractor*

To provide all service as requested in task order.

No home-work –home transport will be paid by the Employer, Home-work-home transport will be for the individual's account

5.9 Control of noise, dust, water, and waste

Contractor to comply with Eskom processes and procedures

5.10 Hook ups to existing works

Contractor to comply with Eskom processes and procedures

5.11 Tests and inspections

5.11.1 Description of tests and inspections

As per task order

5.11.2 Materials facilities and samples for tests and inspections

N/A

6 List of drawings

6.1 Drawings issued by the *Employer*

N/A