

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS
PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)



NEC3 Professional Services Contract (PSC3)

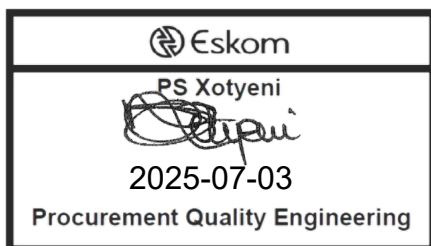
Contract between Eskom Holdings SOC Ltd
(Reg No. 2002/015527/30)

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

for THE PROVISION OF PROJECT CONTROLS SERVICES
FOR THE NUCLEAR OPERATING UNIT (NOU) ON AN AS
AND WHEN REQUIRED BASIS

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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CONTRACT No. [Insert at award stage]



THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)**PART C1: AGREEMENTS & CONTRACT DATA**

Document reference	Title	No of pages
C1.1	Form of Offer & Acceptance [to be inserted from Returnable Documents at award stage]	[•]
C1.2a	Contract Data provided by the <i>Employer</i>	[•]
C1.2b	Contract Data provided by the <i>Consultant</i> [to be inserted from Returnable Documents at award stage]	[•]
C1.3	Securities proforma	[•]

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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:

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The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	As per Task Order
Value Added Tax @ 14% is	As per Task Order
The offered total of the Prices inclusive of VAT is	As per Task Order
(in words) As per Task Order	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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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 *Consultant* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Maresh Valaitham

Capacity

Senior Manager Project Management

**for the
Employer**

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

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Mahesh Valaitham

Senior Manager Project Management
Eskom Holdings SOC Limited,
Koeberg Nuclear Power Station
R27, Off West Coast Road,
Melkbosstrand,
Republic of South Africa
7441

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C1.2 PSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	G: Term contract
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X13: Performance bond
		X18: Limitation of liability
		X19: Task order
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
11.2(9)	The <i>services</i> are	THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)
11.2(10)	The following matters will be included in the Risk Register	Not applicable
11.2(11)	The Scope is in	Part 3: Scope of Work

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

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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	two (2) weeks during non-outage periods twenty-four (24) hours during outage periods	
13.6	The <i>period for retention</i> is	Two (2) years	
2	The Parties' main responsibilities		
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	As per task order, all necessary areas that the <i>Consultant</i> need to gain access to perform the services required
			As per task order as and when required
3	Time		
31.2	The <i>starting date</i> is.	01 November 2025	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	48 (forty-eight) months	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	Provision of supported invoices
			Invoicing interval 24 th of each month
		2	Progress report regarding deliverables as defined per Task Order
			Monthly
		3	Interim/final report per deliverable
			Monthly
		4	Cost Expenditure and Forecasting reporting
			Monthly
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	As per Task Order	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	To be determined in each Task Order	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	See Part C3 section 3.5.1	
41.1	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>services</i>	

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41.2 Correcting Defects

the *Consultant* corrects Defects within a time which minimises the adverse effect on the *Employer* or Others, but at a maximum, within one (1) week as soon as the *Employer* or *Consultant* finds it

5 Payment

50.1 The *assessment interval* is

between the 25th and 24th day of each successive month.

50.3 The *expenses* stated by the *Employer* are

Item	Amount
Accommodation	Domestic hotel accommodation may not exceed one thousand four hundred rands (R1 400), inclusive of VAT as per NT cost containment. Domestic hotel accommodation may not exceed the National Treasury approved amount, per night per person (including dinner, breakfast and parking).
Flights	<ul style="list-style-type: none"> • Local flights –travel on economy class • International flights –travel on economy class • No business or first-class travel is allowed.
Car Hire	Group B or an equivalent class. Group B vehicles contain the following specifications: <ul style="list-style-type: none"> • 5 Doors • Manual • Air Conditioning • Radio/CD • Power Steering • Airbags • Central Locking • ABS
Airport parking charges, toll fees and taxis	At cost

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		<p>The above is in terms of:</p> <ul style="list-style-type: none"> • Government Gazette No.37042 dated 15 November 2013, • Treasury Regulations (published under Government Notice R225 of 15 March 2005, as amended) • Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Govt Gazette (Ref: 240-78635659, latest Revision)
51.1	The period within which payments are made is	<p>For Contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of receipt of undisputed invoices.</p> <p>For Contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of receipt of undisputed invoices.</p>
51.2	The <i>currency of this contract</i> is the	South African Rand
51.5	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
7	Rights to material	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Indemnity, insurance and liability	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.
82.1	The <i>Consultant'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	The total of the Prices of the Task Orders issued.
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.

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10	Data for main Option clause	
G	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Charges and <i>expenses</i> at intervals no longer than	four (4) weeks.
50.4	The <i>exchange rates</i> are those published in	Not applicable
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The referring Party selects 2 (two) persons from the panel of NEC Adjudicators set up by the ICE-SA Division (or its successor body) of the South African Institution (see www.ice-sa.org.za) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 1 (one) of the 2 (two) nominees to be the Adjudicator within 4 (four) days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract.
W1.2(3)	The <i>adjudicator nominating body</i> is:	The Chairman of the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering. (See www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	<ul style="list-style-type: none">if the Parties cannot agree a choice orif the <i>arbitration procedure</i> does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The index is	Statistics South Africa - Consumer Price Index (CPI) - Table A - Consumer price index: Main indices - All items (CPI Headline)
	The <i>base date</i> for indices is	One month prior to tender closing date.
15	The staff rates are	The prices are fixed and firm for the first twelve (12) months of the contract date, thereafter the prices will be subject to one annual adjustment applied monthly.
X2	Changes in the law	

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X2.1	The law of the project is	the law of South Africa
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	0.2% per day of the respective Task Order total of Prices, limited to 15% of the respective Task Order total of the Prices
X9	Transfer of rights	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Vishanth Maharaj
	Address	Eskom Holdings SOC Ltd, Koeberg Nuclear Power Station, R27 off West Coast Road, Melkbosstrand, Republic of South Africa, 7441
	The authority of the <i>Employer's Agent</i> is	To carry out all the actions of the <i>Employer</i> in this Contract with exception of those required by clause 51
X11	Termination by the <i>Employer</i>	There is no reference to Contract Data in this Option and terms in italics used in this Option are identified elsewhere in this Contract Data.
X13	Performance bond	
X13.1	The amount of the performance bond is	15% per Task Order total of the Prices (as and when required)
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.00 (Zero Rand)
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The total of the Prices
X18.3	The <i>end of liability date</i> is	five years after Completion of the whole of the <i>services/task order</i>.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)**Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.
- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z4 Confidentiality

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

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Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

Z7 Notifying compensation events

- Z7.1 Add to core clause 62.3, "The *Employer's Agent's* reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*."
- Z7.2 Add to core clause 62.5, "The *Employer's Agent* notifies the *Consultant* if the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Consultant's* quotation.

Z8 *Employer's* limitation of liability

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

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

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

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

- Z10.1 If the *Consultant's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Consultant's* obligation to Provide the Services.
- Z10.2 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

Z11 Ethics

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

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

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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>Consultant</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Sub <i>Consultants</i> or the Sub <i>Consultant's</i> employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z12 Insurance

Z12.1 Replace core clause 81 with the following:

- 81.1 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.
- 81.2 The *Consultant* 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	For the period following Completion of the whole of the services or earlier termination

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Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	equal to Total of Prices for issued Task Orders	The <i>end of liability date</i>
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<p><u>Loss of or damage to property:</u> The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Bodily injury to or death of a person:</u> The amount required by the applicable law.</p>	The <i>end of liability date</i>
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	The <i>end of liability date</i>

81.3 The *Employer* provides the insurance 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

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Z13 Nuclear Liability

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

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SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Consultant* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Consultant*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Consultant* may perform Parallel Measurements and related control measures at the *Consultant's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Consultant's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Consultant* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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C1.2 Contract Data

Part two - Data provided by the *Consultant*

It will be a condition of contract that:

The *Consultant* shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard.

[Instructions to the tendering *Consultant*: (delete these notes in the final draft of a contract)]

1. The tendering *Consultant* is advised to read both the NEC3 Professional Services Contract, April 2013 and the relevant parts of its Guidance Notes (PSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 158 & 159 of the PSC3 April 2013 Guidance Notes.
2. The number of the clause in the PSC3 which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
3. Whenever a cell is shaded in the left-hand column it denotes this data is optional in PSC3 and would be required in relation to the option selected. The *Employer* should already have made the selection and deleted the rows not required.

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

Clause	Statement	Data
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>	
22.1	<p>The <i>key people</i> are:</p> <p>Please insert the name, job, responsibilities, qualifications, and experience of its key people. Provide for additional key persons if necessary</p> <p>Note: Ensure that the key people listed have direct involvement with the contract (not CEO, MD, ED's of company or parent company unless the individual has an active role in the contract)</p> <p>1 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>2 Name:</p> <p>Job</p> <p>Responsibilities:</p>	

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or www.ecs.co.za

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	Qualifications: Experience:	CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled _____.	
11.2(3)	The <i>completion date</i> for the whole of the services is		
11.2(10)	The following matters will be included in the Risk Register Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
G	Term contract		
11.2(25)	The <i>task schedule</i> is in		

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C1.3 Forms of Securities

Pro Formas for Bonds & Guarantees

For use with the NEC3 Professional Services Contract

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

Option X13: Performance Bond

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

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

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Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

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

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

Date: _____

Dear Sirs

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

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

Project [] Contract Reference: *[Drafting Note: Consultant contract reference number to be inserted]*

In this Guarantee the following words and expressions shall have the following meanings: -

“Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*

“Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*

“Contract” – means the written agreement relating to the Services, entered into between Eskom and the Consultant, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*

” Consultant” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Consultant to be inserted]*

“Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].

“Expiry Date” - means the earlier of:

- the date that the Bank receives a notice from Eskom stating that all amounts due from the Consultant as certified in terms of the contract have been received by Eskom and that the *Consultant* has fulfilled all his obligations under the Contract, or
- the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom

“Guaranteed Sum” - means the sum of R [●] ([●] Rand).

“Services” - means [insert if applicable.].

At the instance of the *Consultant*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the *Consultant* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

A *demand* for payment under this guarantee shall be made in writing at the Bank’s address and shall:

- be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate.

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- state the amount claimed ("the Demand Amount").
- state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

The Bank's obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Consultant.

Eskom shall be entitled to arrange its affairs with the Consultant in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Consultant or any variation under or to the Contract.

Should Eskom cede its rights against the Consultant to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

This Guarantee:

- shall expire on the Expiry Date until which time it is irrevocable.
- is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable.
- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof.
- shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

**THE PROVISION OF PROJECT CONTROLS SERVICES FOR THE NUCLEAR OPERATING UNIT (NOU) ON AN AS
AND WHEN REQUIRED BASIS****PART 2: PRICING DATA****PSC3 Option G**

Document reference	Title	No of pages
C2.1	Pricing assumptions : Option G	[•]
C2.2	<i>Staff rates, expenses and the task schedule.</i>	[•]

THE PROVISION OF PROJECT CONTROLS SERVICES FOR THE NUCLEAR OPERATING UNIT (NOU) ON AN AS AND WHEN REQUIRED BASIS

C2.1 Pricing assumptions: Option G

How work is priced and assessed for payment

From Option G: Term contract

Identified and defined terms	11 11.2	(17) The Price for Services Provided to Date is, for each Task, the total of <ul style="list-style-type: none"> the Time Charge for work which has been completed on time-based items on the Task Schedule and a proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.
		(20) The Prices are <ul style="list-style-type: none"> the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item.

From the Core Clauses:

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

and

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

In effect Option G is a cost reimbursable form of contract with work ordered by the *Employer* on a Task-by-Task basis using the Task Schedule to compile the cost of carrying out a Task.

Expenses are calculated separately and added to the amount due for the services provided.

Staff rates and expenses

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

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

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

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

Expenses associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in Contract Data provided by the *Employer* or by the *Consultant* in Contract Data provided by the *Consultant*.

As only the *expenses* listed may be claimed by the *Consultant*, all other cost to the *Consultant* associated with Providing the Services must be included within the *staff rates*.

Rate adjustment for inflation of *expenses* is explained on page 15 of the PSC3 Guidance Notes.

Implementation of the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48495 of 28 April 2023 (Refer to attachment 3.1_Practice Note Implementation of Skills_Standard)

The Minimum Contract Skills Development Goal (CSDG) will be applicable to this Contract and Total of Prices

The *Consultant* shall determine the CSDG, in the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

The CSDG will be implemented once the *Contract* is awarded and will be negotiated and agreed between the *Employer* and the *Consultant* prior to implementation.

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C2.2 Staff rates, expenses & the task schedule

The staff rates per discipline are:

1. SHE Management Services

No.	Designation	Qualifications	Minimum Experience	Other Requirements	Rate/hour
1	Construction Health and Safety Manager (CHSM)	Bachelor's Degree / Advanced Diploma in in Built Environment (NQF7) Or Engineering Professional Registration with the SACPCMP	10 years practical experience in the construction occupational, safety, health and environment management	Nuclear Power Plant (NPP) experience	
2	Construction Health and Safety Agent (Pr. CHSA)	Bachelor's Degree / Advanced Diploma in in Built Environment (NQF7) Or Engineering Professional Registration with the SACPCMP and/or Candidate Construction Health & Safety Agent (Candidate CHSA)	5 years practical experience in the construction occupational, safety, health and environment management in the built environment	Nuclear Power Plant (NPP) experience	
3	Construction Health and Safety Officer (CHSO)	Higher Certificate / Advanced NC(V) in Built Environment or Engineering (NQF 5)	3 years practical experience in the construction occupational, safety, health and	Registered: 10 years and not registered:	

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No.	Designation	Qualifications	Minimum Experience	Other Requirements	Rate/hour
		OR N4 plus meeting construction safety, health and environment proficiency requirements	environment management in the built environment OR 5 years occupational, safety, health and environment management	4 years and not registered: Nuclear Power Plant (NPP) experience	
4	Environmental Environment Control Officer	NQF 5 Diploma in Built Environment or Engineering OR N4 plus meeting construction safety, health and environment proficiency requirements	3 years practical experience environmental management in the built environment OR 5 years occupational hygiene and environment management	No registration: Nuclear Power Plant (NPP) experience	
5	Specialist (SHE professionals that do not fall into any of the above categories)	NQF 7 B-degree / B-Tech in Built Environment or Engineering Professional Registration with the applicable body	5 years practical experience environmental management in the built environment	Environmental Officer (with registration) SHE Specialist: Nuclear Power Plant (NPP) experience	
6	Assistant SHE Officer	Grade 12 plus meeting construction safety, health and environment proficiency requirements	3 years occupational, safety, health and environment management	Nuclear Power Plant (NPP) experience	
7	SHE Administrator	Grade 12 plus experience in the Engineering and Built Environment	3 years related construction site and SHE administration in the Built Environment	Nuclear Power Plant (NPP) experience	

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2. Project Records and Document Administration Services

No.	Designation	Qualifications	Minimum Experience	Rate/hour
1	Senior project document controller	Diploma that focus on documentation and records management: (NQF 6)	8+ years practical experience in project management or construction	
2	Project document controller	Higher Certificate / Advanced NC(V) that focus on documentation and records management: (NQF 5)	5 - 7 years practical experience in project management or construction	
3	Junior project document controller	National Senior Certificate / NC(V) Level 4 (NQF 4)	1 – 4 years related experience in project management or construction	
4	Senior project administrator	Diploma that focus on documentation and records management: (NQF 6)	8+ years practical experience in project management or construction	
5	Project administrator	Higher Certificate / Advanced NC(V) that focus on documentation and records management: (NQF 5)	5 - 7 years practical experience in project management or construction	
6	Junior project administrator	National Senior Certificate / NC(V) Level 4 (NQF 4)	1 – 4 years related experience in project management or construction	
7	Knowledge Management Officer	Project Management (NQF 5) / National Diploma (Information management) (NQF 6)	1-4 years related experience in project management environment working with performance improvement programmes	
8	Senior Information System Officer	Diploma / B-Degree\ B Tech in B Degree/B Tech Information Management /Information Technology	1 – 5 years Related experience in Information Technology / Systems Management	
9	Officer Project Reporting	Records Management (NQF 4) or Information Systems (NQF 5)	1 –2 years related experience in Project reporting / Monitoring & Assurance / Project Administration	
10	Senior Officer Project Reporting	Information Systems (NQF 6)	3- 5 years related experience in Project reporting / Monitoring & Assurance / Project Administration	

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No.	Designation	Qualifications	Minimum Experience	Rate/hour
11	Technical Writer (Senior)	<p>B Degree/B Tech/ National Higher Diploma/Advanced Diploma in English, Journalism, or Communications. (NQF7)</p> <p>Related Qualifications:</p> <ul style="list-style-type: none"> • Technical Writing or Professional Writing • Computer Science or Engineering (for highly technical roles) • Technical Communication 	<p>5-8 Years experience</p> <p>Advantageous: Knowledge of</p> <ul style="list-style-type: none"> • quality management • configuration management <p>on a Nuclear Power Plant or similar.</p>	
12	Technical Writer (Junior)	<p>B Degree/B Tech/ National Higher Diploma/Advanced Diploma in English, Journalism, or Communications. (NQF7)</p> <p>Related Qualifications:</p> <ul style="list-style-type: none"> • Technical Writing or Professional Writing • Computer Science or Engineering (for highly technical roles) • Technical Communication 	<p>2-5 Years experience</p> <p>Advantageous: Knowledge of</p> <ul style="list-style-type: none"> • quality management • configuration management <p>on a Nuclear Power Plant or similar.</p>	

3. Planning and Scheduling Services

No.	Designation	Minimum Qualification	Related experience	Other requirements	Rate/hour
1	Senior Planner	Bachelor's Degree / Advanced Diploma in Built Environment or Engineering (NQF 7)	<p>8+ years in planning and/or project Management</p> <p>OR</p> <p>5 years' work management scheduling at Nuclear Power Plant or similar</p>	Primavera P6 at expert level, MS Office at Practitioner level and basic knowledge of SAP (SAP PM2, SAP PPM, SAP PS)	
2	Planner	Bachelor's Degree / Advanced Diploma in Built	5-7 years in planning and/or project Management	Primavera P6 at expert level, MS Office at Practitioner	

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No.	Designation	Minimum Qualification	Related experience	Other requirements	Rate/hour
		Environment or Engineering (NQF 7)	OR 4 years' work management scheduling at Nuclear Power Plant or similar	level and basic knowledge of SAP (SAP PM2, SAP PPM, SAP PS)	
3	Senior Scheduler	National Diploma / Advanced Certificate in Built Environment / Engineering (NQF 6) OR National Senior Certificate / NC(V) Level 4 (NQF 4) plus meeting management scheduling proficiency requirements	8+ years in scheduling OR 5 years' work management scheduling at Nuclear Power Plant or similar	Primavera P6 at basic level, MS Office at basic level and Practitioner level application in SAP (SAP PM2, SAP PPM, SAP PS)	
4	Scheduler	National Diploma / Advanced Certificate in Built Environment / Engineering (NQF 6) OR National Senior Certificate / NC(V) Level 4 (NQF 4) plus meeting management scheduling proficiency requirements	5-7 years in scheduling OR 4 years' work management scheduling at a Nuclear Power Plant or similar	Primavera P6 at basic level, MS Office at basic level and Practitioner level application in SAP (SAP PM2, SAP PPM, SAP PS)	

4. Cost Controls Services

No.	Designation	Minimum Qualification	Related experience	Rate/hour
1	Senior Professional	Professionally registered with SACQSP	7+ years practical experience in the	

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No.	Designation	Minimum Qualification	Related experience	Rate/hour
	Quantity Surveyor (PrQS)		construction And 5 years Nuclear Power Plant or similar	
2	Professional Quantity Surveyor (PrQS)	Professionally registered with SACQSP	5 - 7 years practical experience in the construction And 3 years Nuclear Power Plant or similar	
3	Junior Professional Quantity Surveyor (PrQS)	Professionally registered with SACQSP	3 – 5 years practical experience in the construction And 1 years Nuclear Power Plant or similar	
4	Senior Candidate Quantity Surveyor	Registered as a candidate with SACQSP	7+ years practical experience in the construction And 5 years Nuclear Power Plant or similar	
5	Candidate Quantity Surveyor	Registered as a candidate with SACQSP	5 - 7 years practical experience in the construction And 3 years Nuclear Power Plant or similar	
6	Junior Candidate Quantity Surveyor	Registered as a candidate with SACQSP	3 – 5 years practical experience in the construction And 1 years Nuclear Power Plant or similar	
7	Senior Cost Engineer	Certified Cost Professional (CCP) with AACE International	7+ years practical experience in the construction And	

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No.	Designation	Minimum Qualification	Related experience	Rate/hour
			5 years Nuclear Power Plant or similar	
8	Cost Engineer	Certified Cost Technician (CCT) with AACE International	5 - 7 years practical experience in the construction And 3 years Nuclear Power Plant or similar	
9	Junior Cost Engineer	BSc Quantity Surveying or BTech Quantity Surveying	3 – 5 years practical experience in the construction And 1 years Nuclear Power Plant or similar	
10	Project Accountant	National Diploma / Advanced Certificate in Accounting (NQF 6)	3 – 5 years practical experience in project accounting the construction	
11	Cost Controller	National Diploma in Finance / Accounting / Commerce / Cost Management / Quantity Surveying (NQF 6)	3-5 years in Finance / Cost Management / Cost Engineering / Project Accounting / Quantity Surveying And Advantageous: <ul style="list-style-type: none"> • 1 years Nuclear Power Plant or similar • Familiarity with project management tools and methodologies. 	

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5. Quality Assurance Management Services

No.	Designation	Minimum Qualification	Related experience	Rate/hour
1	QA Manager	B Degree/B Tech/ National Higher Diploma/Advanced Diploma in Commerce/Engineering/B usiness Management/Risk Management/ Quality Management/Science/ Technical at NQF7 with 360 credits	8 Years experience in quality management system, technical, science management experience on large design, power station with ISO 9001 and 19011 exposure Knowledge of Nuclear Power Plant or similar QA processes and procedures	
2	QA Senior Advisor / Lead Auditor	B Degree/ B Tech/ Advanced Diploma/ National Higher Diploma in Quality Management/ Engineering/ Auditing at NQF7 with 360 credits SAATCA registered ISO Lead Auditor Certification and registration	5 Years in technical/ non- technical/ quality management system implementation and auditing assurance environment. Knowledge of Nuclear Power Plant or similar QA processes and procedures	
3	Quality Assurance Officer	Diploma in Quality Management/ Engineering/ Auditing at NQF7 with 360 credits	4 years' related experience in project management or construction. Knowledge of Nuclear Power Plant or similar QA processes and procedures	

Notes:

- a) All rates are to exclude VAT,
- b) All rates/prices are to be quoted in ZAR's (South African Rands),
- c) The individuals provided must work according to the *Employer's* normal working hours per day, as stipulated in the Contract,
- d) The *Consultant* must make provision to comply with all the conditions as stipulated in the Basic Conditions of Employment Act (BCEA) for all categories. The *Consultant* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Consultant's* transgression of the Act.

PART 3: SCOPE OF WORK

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C3.2	<i>Consultant's Scope</i>	
	Total number of pages	

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THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)

1. Description of the services

Executive overview

The *Employer* requires the *Consultant* to provide project controls services for the Nuclear Project Management (NPM) department at the Nuclear Operating Unit (NOU) on an as and when required basis.

Projects at the NOU are managed by the *Employer* through a structured process, project management life cycle (PLCM), that ensures tasks are completed efficiently and objectives are met. The **PLCM** typically consists of six key phases (reference Nuclear Operational Project Life Cycle Model Subset Procedure - 240-119905670):

1. **Pre-project phase** (has two stages)
 - Opportunity Pipeline stage** - supports the long-term funnel view of projects to forecast future project expenditure and determine resource requirements as input into planning for strategic resource capacity. The objective of the Opportunity Pipeline Stage is to ensure that the opportunities in the Life of Plant and Technical Plan within the Opportunity Pipeline Stage are strategically aligned to business objectives and supported.
 - Identify Alternative stage** - A project is released in the identify alternatives stage on a predetermined date (release gate) to generate alternatives to satisfy the required business change (pre-feasibility). The project is linked to a business case to ensure benefits to the organisation. The required project governance is determined, and the project manager is appointed to prepare the project for concept release approval (CRA). The objective of the Identify Alternatives Stage is to generate alternatives to satisfy the required business change. Develop the business case and ensure benefits are Identified.
2. **Concept phase** – The objective of the Concept Phase is to develop the selected alternatives to evaluate/compare their competitive advantages and select the single solution that best fulfils the business need and complete concept detail.
3. **Definition phase** – the objective of the Definition Phase is to develop the different disciplines within the single solution, to converge the solution to stable. This includes the detailed scope, execution plan, and cost estimate.
4. **Execution phase** (has two stages)
 - Finalise Solution stage** – the objective of the Finalise Solution Stage is to develop each discipline to a detailed level to interface and integrate ready for implementation.
 - Implement stage** - the objective of the Implement stage is to implement the agreed solution safely, on time, and within budget. The product, service, or result is handed over to the relevant stakeholders confirming that a stable product, service, or result is handed over to the NOU, all contractual matters are resolved, and all operational related obligations have been transferred to Operations.
5. **Finalisation phase** - the objective is to confirm the product, service or result handed over to Operations is stable and all obligations have been transferred to Operations. Ensure all aspects of the project are successfully completed and closed out.
6. **Post-project phase** - The objective is to assess and demonstrate that the agreed benefits in the business case and benefits realisation plan have been achieved.

The NPM business area has been assigned the critical responsibility of managing projects in accordance with established management strategies and processes that complies with the Nuclear Installation Licence No. NIL-01 (Variation 21).

NPM, being a Portfolio, Programme and Project delivery business area needs to have the ability to fully populate the project core teams to have the capacity to successfully deliver the NOU Portfolio, Programmes and Projects while ensuring compliance with Eskom, national and built-environment standards.

NPM therefore requires enabling service agreements with qualified service providers, specifically to perform **project controls** in-line with its portfolio management resource plan, that will allow NPM the ability and agility to:

- capacitate project core teams when there are insufficient permanent staff to assign to various projects across the project lifecycle phases.

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Effective project controls will prevent project failure by improving visibility, reducing uncertainty, and ensuring resources are used efficiently. They are essential for project managers to maintain control and deliver successful outcomes.

Project controls are managed by a team of professionals who oversee various aspects of a project's performance, ensuring it stays on track in terms of time, cost, and quality.

The scope of the project controls services is divided into five disciplines as follows:

1.1 SHE Management Services

The *Consultant* provides construction Safety, Health (including hygiene) and Environmental (SHE) management, inspections, monitoring and audit services on projects, in order to deliver the project safely, efficiently, and effectively during the project life cycle.

The purpose of Safety, Health & Environmental (SHE) Management Services in a project is to ensure a safe working environment, protect workers' well-being, and minimize environmental impact. These services ensure organisations comply with regulations, reduce risks, and promote sustainable practices.

Key objectives of SHE Management Services include:

- **Ensuring worker safety** – Implementing measures to prevent accidents and injuries.
- **Regulatory compliance** – Adhering to occupational health, safety, and environmental laws.
- **Risk mitigation** – Identifying hazards and implementing controls to reduce risks.
- **Environmental protection** – Managing waste, emissions, and resource consumption responsibly.
- **Emergency preparedness** – Developing response plans for incidents and crises.
- **Continuous improvement** – Monitoring performance and enhancing SHE practices over time.

Minimum standards for compliance:

In South Africa, **Safety, Health & Environmental (SHE) professionals** are regulated by several organizations, depending on their specific field of expertise:

- **Department of Employment and Labour** – Oversees workplace health and safety regulations, including compliance with the **Occupational Health and Safety Act (OHSA) of 1993**.
- **South African Council for Project and Construction Management Professions (SACPCMP)** – Regulates SHE professionals in the construction industry.
- **Health Professions Council of South Africa (HPCSA)** – Governs health-related professions, ensuring compliance with medical and occupational health standards.
- **South African Qualifications Authority (SAQA)** – Ensures SHE training programs meet national standards.
- **National Environmental Management Authority (NEMA)** – The Department of Forestry, Fisheries, and the Environment is responsible for regulating and enforcing environmental management and sustainability under this National Environmental Management Act (NEMA) of 1998 regulates environmental compliance and sustainability practices.

1.2 Project Records and Document Administration Services

The *Consultant* provides documentation and records management, project administration, documentation administration and administration related services during the project life cycle.

Project Records and Document Administration Services ensure that all project-related documents are properly managed, stored, and accessible throughout the project lifecycle.

Their purpose includes:

- **Compliance & Accountability** – Ensuring adherence to legal, regulatory, and contractual requirements.
- **Information Organization** – Structuring records for easy retrieval and efficient workflow.
- **Risk Management** – Protecting sensitive data and maintaining document integrity.
- **Project Transparency** – Providing stakeholders with accurate records for decision-making.
- **Historical Reference** – Preserving documentation for future audits, lessons learned, and knowledge transfer.

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)

Effective document administration enhances project efficiency, reduces errors, and supports seamless collaboration among teams.

Professional bodies for registration:

1. Institute of Information Technology Professionals South Africa (IITPSA)
 - SAQA-recognized and IFIP IP3 accredited professional body.
 - Offers membership to ICT professionals including those in document and records management.
 - Membership grades include student, individual, and professional levels.
2. Institute of Chartered IT Professionals South Africa (ICITP-SA)
 - Recognized by SAQA under the NQF Act.
 - Awards professional designations such as:
 - Chartered IT Professional (CITP-SA)
 - IT Certified Professional (ITCP-SA)

1.3 Planning and Scheduling Services

The *Consultant* provides planning and scheduling services during the project life cycle.

Planning and scheduling services are essential for ensuring a project's success by organising tasks, managing resources, and maintaining timelines.

Their purpose includes:

- **Defining project scope** – Establishing clear objectives and deliverables.
- **Optimizing resource allocation** – Ensuring personnel, materials, and finances are used efficiently.
- **Setting realistic timelines** – Creating schedules that align with project goals and constraints.
- **Tracking progress** – Monitoring milestones and adjusting plans to avoid delays.
- **Managing risks** – Identifying potential setbacks and implementing mitigation strategies.
- **Enhancing communication** – Keeping stakeholders informed and aligned with project developments.

Planner – Focuses on **what** and **how** of a project. They define the scope, objectives, and strategy, ensuring all elements are aligned before execution begins. Planners determine resources, risks, and constraints, creating a roadmap for success.

Scheduler – Focuses on the **who** and **when** of a project. They take the planner's roadmap and break it down into detailed timelines, sequencing tasks, allocating resources, and tracking progress. Schedulers ensure deadlines are met and adjust schedules as needed.

These services will maintain control over projects, ensuring they are completed on time and within budget.

The *Consultant* ensures to develop and baseline project schedules, analyse risks and manage schedule variances throughout the project life cycle in conformance with the Eskom Standards (240-61381543 - Standard for Schedule Development & Maintenance; 240-1190911999 - NPM Planning and Scheduling).

These include but are not limited to the following:

- Develop and baseline an accurate project schedule that complies with Eskom's policies, procedures and strategies.
- Manage the project planning process that incorporates schedule changes, schedule analysis, risk analysis and schedule variances.
- Ensure that all the project schedule activities have been concluded and marked 100% before they are archived.
- Ensure that planning best practice is utilised, supporting the development of the time aspects of a project baseline.
- Provide feedback to the *Employer's* monthly management review meeting.
- Provide the *Employer* with a work management function Systems, Applications & Products in Data Processing (SAP) schedulers in accordance with 240-119092296 - NPM Work Management Process.
- Provide the *Employer* with monthly reports by means of dashboards; all dashboards must be on Eskom's Software platforms.
- Provide a service to the *Employer's* Project Managers, Project Leaders, Programme Mangers and a number of Support Management functional areas.

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)**Minimum standards for compliance:**

Planning and scheduling professionals in South Africa are regulated by the **South African Council for Planners (SACPLAN)**, established under the **Planning Profession Act 36 of 2002**. SACPLAN oversees the registration of planners, sets industry standards, and ensures ethical practices within the profession.

Planning and scheduling professionals are regulated by various organisations worldwide, depending on the industry and region. Some key institutions include:

- **AACE International (Association for the Advancement of Cost Engineering)** – Provides certifications and guidelines for planning and scheduling practitioners.
- **Project Management Institute (PMI)** – Offers certifications like the PMI Scheduling Professional (PMI-SP) for scheduling experts.
- **International Project Management Association (IPMA)** – Sets global standards for project planning and scheduling.
- **Royal Institution of Chartered Surveyors (RICS)** – Oversees planning and scheduling in construction and infrastructure projects.

1.4 Cost Controls services

The *Consultant* provides quantity surveying, cost engineering and cost control services to support various projects during the project's life cycle.

Cost Control Services in a project ensure project financial efficiency by managing expenses, tracking budgets, and preventing cost overruns.

Their purpose includes:

- **Budget Management** – Establishing and maintaining financial limits to keep the project within scope.
- **Expense Tracking** – Monitoring actual costs against planned budgets to identify discrepancies.
- **Forecasting & Reporting** – Predicting future expenditures and providing financial insights for decision-making.
- **Risk Mitigation** – Identifying financial risks and implementing strategies to minimize impact.
- **Resource Optimization** – Ensuring funds are allocated effectively to maximize project value.

Quantity Surveyor (QS) – Primarily works in the **construction industry**, managing costs related to buildings, infrastructure, and civil projects. QS professionals handle budgeting, contract administration, and cost estimation to ensure projects stay within financial constraints

Cost Engineer – Typically operates in **technical and industrial sectors**, such as oil, gas, and manufacturing. Cost engineers focus on cost forecasting, financial optimization, and efficiency improvements in complex engineering projects

These services help maintain financial discipline, ensuring projects are completed within budget while delivering expected outcomes.

Minimum standards for compliance:

Cost engineering is regulated by various professional organizations worldwide, ensuring standards, best practices, and certifications for professionals in the field. Some key institutions include:

- **AACE International (Association for the Advancement of Cost Engineering)** – A global organization dedicated to cost engineering, project controls, and total cost management.
- **International Cost Engineering Council (ICEC)** – A federation of cost engineering societies worldwide, promoting collaboration and knowledge sharing.
- **Royal Institution of Chartered Surveyors (RICS)** – Oversees cost management and quantity surveying standards internationally.

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)

Quantity surveying in South Africa is regulated by:

- the **South African Council for the Quantity Surveying Profession (SACQSP)**, established under the **Quantity Surveying Profession Act 49 of 2000**. SACQSP oversees the registration of professionals, sets industry standards, and ensures compliance with regulations.
- Additionally, the **Association of South African Quantity Surveyors (ASAQS)** plays a role in promoting best practices and professional development within the field.

1.5 Quality Assurance Management Services

The *Consultant* to provide quality assurance service for the Nuclear Portfolio Delivery (NPD) business area (BA). This service will be required to ensure that the client's business operational activities both internal and external, are conducted as per the requirements of the:

- National Nuclear Regulator (NNR), Quality and Safety management requirements for Nuclear Installations reference RD0034,
- International Atomic Energy Agency (IAEA) and
- internal project specific requirements as well as the Koeberg Operating Unit (KOU) requirements.

Project Quality Management

Project Quality Management is a **broad discipline** that ensures a project meets its quality objectives. It includes:

1. **Quality Planning** – Defining quality standards and how they will be met.
2. **Quality Assurance** – Ensuring processes are in place to meet quality standards.
3. **Quality Control** – Monitoring and inspecting deliverables to ensure they meet requirements.

This contract will focus on quality assurance. Project quality assurance is a **subset** of project quality management. It focuses on **processes** rather than deliverables. It ensures that the **methods, procedures, and standards** used in the project will consistently produce high-quality results. quality assurance is **proactive**, aiming to prevent defects before they occur.

These services help maintain high standards, reduce errors, and improve overall project success.

Quality standards used in nuclear power plants:

1. **IAEA Quality Assurance Guidelines**, the **International Atomic Energy Agency (IAEA)** provides comprehensive guidelines on Quality Assurance (QA) and Quality Control (QC) in nuclear facilities. These guidelines ensure that nuclear plants operate safely and efficiently, covering aspects such as supplier compliance, documentation, audits, and corrective actions. Refer to IAEA-TECDOC-1910.
2. **National Nuclear Regulator (NNR)** provides clear directives and guidelines for compliance to ensure nuclear safety with specific reference to Quality and Safety management requirements for Nuclear Installations reference RD0034.
3. **NRC Quality Assurance Standards**, the **U.S. Nuclear Regulatory Commission (NRC)** has strict QA requirements for new reactors. These standards focus on recordkeeping, inspections, corrective actions, and audits to ensure nuclear components perform reliably.
4. **ISO 19443 – Nuclear Industry Quality Management**, the **ISO 19443** standard applies **ISO 9001 principles** to the nuclear sector, ensuring that suppliers meet **quality and safety requirements**. This standard helps harmonize supplier assessments and improve **risk management** in nuclear power plants. See ISO/TC 85
Concretely, ISO/TC 85 contributes to quality, efficiency, radiological protection and nuclear safety by producing international standards in the fields of
 - radiological protection
 - nuclear installations, processes and technologies
 - reactor technology

Other institutions standards for compliance:

- **The South African Quality Institute (SAQI)** – Promotes quality standards through training, consulting, and awareness campaigns.

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)

- **IQAS - Independent Quality Assurance Solutions** – Provides quality assurance consulting and auditing services.
- **UMALUSI** – Oversees quality assurance in general and further education and training.
- **The Quality Council for Trades and Occupations (QCTO)** – Responsible for quality assurance in occupational qualifications and skills development.
- **Southern African Society for Quality (SASQ)** – A professional body for quality practitioners and management systems.
- **South African Auditor and Training Certification Authority (SAATCA)** - A professional body for quality management system auditors.

1.6 Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ACP	Access Control Point
CAP	Corrective Action Programme
DOL	Department of Labour
EIA	Environmental Impact Assessment
FFD	Fitness for Duty
FME	Foreign Material Exclusion
HP	Human Performance
HPT	Human Performance Training
KNPS	Koeberg Nuclear Power Station
LAN	Local Area Network
NEC	New Engineering Contract
NNR	National Nuclear Regulator
NOU	Nuclear Operating Unit
NPM	Nuclear Project Management
PLCM	Project Life-Cycle Model
PPPFA	Preferential Procurement Policy Framework Act
PTW	Permit To Work
QM	Quality Management
SAP	Systems, Application and Products in Data Processing
SAT	Site Access Training
SDL&I	Skills Development Localisation & Industrialisation
SHE	Safety, Health and Environment
SOC	State Owned Company
VAT	Value Added Tax

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)

2. Specification and description of the services

2.1 SHE Management Services.

2.1.1 Provide construction SHE oversight and coordinate related activities

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> • Provides oversight of the scope of <i>Employer</i> projects in accordance with the <i>Employer's</i> procedures and applicable regulations. • Ensures SHE requirements, applicable legislation, standards, codes and specifications for the <i>Employer's</i> projects are complied with. • Ensures all <i>Contractor</i> personnel working at the <i>Employer's</i> properties understand and adhere to all prescribed site procedures and applicable regulations. • Submit <i>Contractor</i> procedures (together with criteria used) for acceptance by the <i>Employer</i>, where the <i>Contractor</i> intends to use their own procedures. • Plans, prioritises, implements, monitors and controls construction SHE and related processes on mechanical, electrical, instrumentation and civil projects undertaken for NOU, by ensuring that SHE activities are performed by the <i>Contractor</i> in accordance with the <i>Services</i> and in the Task Order. • Maintains <i>Employer's</i> safety and environment management systems by the <i>Consultant</i>. • Formulates, influences and reports on SHE Key Performance Areas (KPA's) and Key Performance Indicators (KPI's) and relevant criteria. • Develops and maintains policies and procedures for the project sites. • Controls and coordinates activities and co-operates with other <i>Contractors</i>, stakeholders and suppliers employed or contracted to the <i>Employer</i>. • Ensures that all relevant documentation (BRA, SHE specifications, SHE progress reports, investigation reports, audit feedback and any other related documents) has been submitted, in accordance with stated submission timelines, and has been accepted by the <i>Employer</i> prior to the start of the <i>service</i>. • Participates in safety campaigns that drive "Zero Harm" and advises the <i>Employer</i> on initiatives that can improve the chances of achieving this goal. • Compiles, initiates and manages hazards and risks through effective treatment plans which are compiled and reviewed at appropriate frequencies. • Influences and promote culture of SHE within the projects through behaviour-based safety interventions.
Deliverables	<ul style="list-style-type: none"> • SHE Management Systems • SHE Management Plans • Environmental Management Systems • Environmental Management Plans • Alternative Procedures Site Specific SHE Policies and Procedures • SHE KPA's and KPI's / Project SHE Status Reports • Look-ahead and Deviation Report • Trend Analysis Recommendations for Improvement • Zero Harm Initiatives • Continuous Approval Programme. • SHE Improvement Strategies for the Outages

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)

2.1.2 Compile and review applicable safety documentation and facilitate the approvals from relevant authorities (OH&S, DOL, NNR etc.) prior to commencement of construction.

The Consultant.

Description of the services	<ul style="list-style-type: none"> • Ensures all <i>services</i> and deliverables are performed leading up to the tender phase of the <i>Employer's</i> projects in accordance with the SHE services and deliverables per the Construction Health & Safety Agent requirements in the Scope of service per the SACPCMP. • Prepares SHE Specification for issues to the designers or design team on the <i>Employer's</i> projects. • Collects relevant information (scope, technical specifications etc.) from the designers in terms of SHE risk are included into the <i>Employer's</i> project Baseline Risk Assessment. • Advises <i>Employer's</i> management on the required surveys or specialists that may be required in terms of SHE requirements for the project. • Prepares SHE Specifications, Baseline Risk Assessments and develops Health and Safety evaluation criteria for the <i>Employer's</i> tender documentation against the SHE Specification. • Facilitates the approval of the <i>Contractor's</i> construction safety, health and environmental file (SHE file) as prescribed in the Construction SHE approval checklist (Ref. KfV-SR-054). • Reviews and accept <i>Employer's</i> method statements and risk assessments against the proposed activities of the <i>Contractors</i> before work commences. • Assembles and confirm necessary documentation (Ref. KfV-SR-054) and information for submission to the relevant authorities where a Construction Work Permit is required. • Ensures necessary information (Ref. KfV-SR-054) is submitted to the relevant authorities before work commences for which a construction work permit is not required. • Ensures no work commences without the necessary approvals (E.g., OH&S, DOL etc.) in place. • Reviews all design changes which impact SHE on the <i>Employer's</i> project and ensures no work is performed that is not in alignment to the design or for which an approved design is not available. • Ensures <i>Employer's</i> designers and <i>Contractors</i> remain in compliance to the SHE Specifications and legal requirements for the duration of the contract. • Assesses and compiles project specific requirements related to approvals required from relevant authorities. • Compiles <i>Employer's</i> project specific emergency response and preparedness plans. • Tests the effectiveness of the <i>Employer's</i> emergency response plans for the particular construction site.
Deliverables	<ul style="list-style-type: none"> • SHE documentation, Method Statements • Safety File • Documentation Review Reports • Documentation (legal) submission register (authorities) • Emergency Preparedness and Communication Plan for Emergencies.

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2.1.3 Perform SHE monitoring, inspections and observations

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> • Ensures that Daily Safety Task Instructions (DTSIs) are conducted for the <i>Employer's</i> projects by all teams prior to commencement of tasks. These include participating in Contractor and sub-Contractor toolbox talks and pre-job brief meetings. • Reviews and accept the <i>Employer's</i> project method statements and quality control plans against approved risk assessments (Task and Issue Based Risk Assessments). • Reviews the <i>Employer's</i> project activity schedule, method statement and quality control plan against the risk assessment and prepare daily safety risk heat map. • Identifies hazards and risks relevant to the <i>Employer's</i> construction projects (applicable phase) through regular coordinated site inspections and daily observations with the Contractor's safety officers and environmental control officer. • Conducts safe work observation to measure compliance to safe work procedures on <i>Employer's</i> project. • Oversees submission and maintain all SHE records for construction sites for <i>Employer's</i> project. • Prompts and encourage good safe practices, drive Zero Harm and the use of Human Performance (HP) tools on <i>Employer's</i> construction site. • Evaluates the levels of compliance of <i>Employer's</i> Contractors and sub-Contractors to project specific SHE file I plan and client specifications through inspections and audits. • Ensures <i>Employer's</i> projects are in compliance with National Environmental Management Act (NEMA) and related environmental requirements. • Ensures <i>Employer's</i> project compliance with the conditions of the Environmental Authorisation (EA) and the Environmental Management Programme (EMPr). • Performs SHE Walk downs on <i>Employer's</i> construction sites; pre, during and post construction. " Compiles trend reports for all SHE activities of <i>Employer's</i> performance. • Ensures the legal compliance audits are conducted on the principal Contractors as per legislative requirements.
Deliverables	<ul style="list-style-type: none"> • DSTI Reports including Toolbox and Pre-job briefs • Daily Observation and Site Inspection Reports • Tasked Based Risk Assessments • Weekly Safe Work Observation Reports • Report of Coaching Cards (green and yellow) • Environmental Compliance Report • Safety and Environmental Walk down Report • Safety Risk Heat Map • Trend Analysis Report • Audit Reports.

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2.1.4 Incident investigation and recording

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> • Reports to <i>Employer</i> on all safety, health and environmental related incidents via the applicable processes and procedures. • Reports to <i>Employer</i> on all incidents via the applicable processes and procedures (32-95. KSA-148 / KGA-094 / KM-688 / MAN-DIR-009). • Drives the <i>Employer's</i> incident management championship and responsibilities. • Assists <i>Employer's</i> appointed accident / incident investigator / oversee the reporting and investigation of project related incidents/ accidents. • Ensures that incident investigations are completed and stored safely with their supporting documents i.e. medical documents, lesson learnt, <i>Employer's</i> report, • Maintains Data Integrity (Trend analysis and Safety Statistics) for all <i>Employer's</i> projects. • Calculates and report on <i>Employer's</i> Contractor and sub-Contractor's projects Lost Time Incident Rate (LTIR).
Deliverables	<ul style="list-style-type: none"> • Incident Investigation Reports • Safety Statistics Reports • Trend Analysis Reports • LTIR Reports.

2.1.5 Provide expert advice on project and SHE related activities

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> • Provides independent expert advice on construction SHE related activities to the <i>Employer</i> during the project initiation, implementation and close-out phases. • Advises the <i>Employer</i> on initiating and managing an OHS and Environmental (ISO 45001 and ISO 14001) system and business processes. Monitor and report on the compliance thereof. • Interpretations of the OHSACT, Construction Regulations, and National Environmental Management Act related to the <i>Employer's</i> project. • Performs a gap analysis on the current <i>Employer</i> SHE systems against industry norms and standards and propose recommendations for improvements. • Performs SHE specific constructability reviews for the <i>Employer</i> against an approved design. • Assists with root cause analysis, fault finding, trouble shooting and investigation of SHE related challenges and provide related expert advice to the <i>Employer</i>. • Advises on lessons learnt related to construction SHE activities as well as consult the <i>Employer's</i> Operating Experience (OE) programme. • Identifies potential construction SHE related risks and advise <i>Employer</i> on mitigating actions. • Assists <i>Employer's</i> Contractors in the development of method statements for site specific activities. • Provides guidance and coaching to the new construction safety, health and environment staff (e.g. Safety Officers) towards their professional development.
Deliverables	<ul style="list-style-type: none"> • Input Data into Project Documentation and / or Independent Reports • Method Statements • Treatment Plans

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2.1.6 Departmental Conventional Safety

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> Ensures that the <i>Employer's</i> employees adhere to OHSACT requirements. Ensures the <i>Employer's</i> team members are performing their work under safe conditions. Have correct PPE to perform their duties. Monitors the Employees' training and fitness certificates Attends and participating in the <i>Employer's</i> departmental SHE meetings. Participates in the incident investigations related to <i>Employer's</i> conventional safety. Maintains <i>Employer's</i> departmental safety file and related documentation. Participates in <i>Employer's</i> departmental audits; ensure and maintain' (NOSCAR) status (or equivalent). Implements corrective actions based on audit findings for continuous improvement of <i>Employer's</i> SHE performance. Provides SHE induction, SHE talks and SHE briefings to the employees in <i>Employer's</i> business meetings and workshops.
Deliverables	<ul style="list-style-type: none"> Departmental Safety File Inspection checklist Employees list Emergency Evacuation Procedure NOSCAR Status Report.

2.1.7 Report and provide progress monitoring

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> Supports the <i>Employer</i> in drafting project specific measurable elements for tracking purposes. Reports on <i>Employer's</i> project progress for monitoring purposes. Attends <i>Employer's</i> project and departmental meetings to provide feedback and / or obtain information on related assigned activities. Submits a daily SHE progress <i>report</i> (daily diary) during the construction phase of the <i>Employer's</i> project. Submits SHE deviations and progress summary report. SHE deficiencies are to be categorised such that trends are generated, causes identified, and recommendations made for <i>Employer's</i> improvement. Assesses, monitors and reports on good SHE practices. Compiles, Initiates and manages the Environmental Impact Assessment (EIA) report, the Environmental Management Plan (EMP) <i>and</i> report on the compliance thereof during the design and construction phase of the projects. Compiles, initiates and manages the applicable licenses, permits and environmental authorisations, and ensure validity is complied with during the construction phase of the projects.
Deliverables	<ul style="list-style-type: none"> SHE tracking tools Look-Ahead, Deviation Progress Monitoring Report Daily Diary EMP EIA

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	<ul style="list-style-type: none"> • License, Permits and Authorisations.
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2.1.8 Manage construction SHE aspects in accordance with the Works information

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> • Co-operates with other stakeholders, NOU departments and Contractors employed and contracted to the <i>Employer</i> as required by the SHE scope of work. • Instates 'Work Stops' if SHE standards are compromised by notifying the Supervisor and <i>Employer</i> and issue the associated documentation. • Issues completion certificates e.g. Safety Clearance Certificate.
Deliverables	<ul style="list-style-type: none"> • Work Stop Order • Deviation Certificate • Compliance Certificates

2.1.9 Project Close Out

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> • Ensures all permits are closed out with relevant authorities on the project on completion thereof. • Ensures a SHE close out report is submitted to the <i>Employer</i> based on the performance of the project, as well as lessons learnt. • Ensures that all relevant SHE information and OE is included in any Operations and Maintenance Manuals (O&M). • Ensure that all <i>Employer's</i> Contractor's SHE files are closed out and that the files are consolidated and safely stored according to the archiving process. • Ensures all relevant safety certificates, licenses, etc. are in place before a structure/plant/equipment/facility is used or occupied. • Ensures continuous compliance with 'Zero Harm' targets during the commissioning phase of the project.
Deliverables	<ul style="list-style-type: none"> • SHE close-out report • SHE files

2.1.10 Perform SHE administrative activities/ functions

The *Consultant*.

Description of the services	<ul style="list-style-type: none"> • Maintains Project Administrative Log for all SHE related activities of the <i>Employer</i>. • Files, maintains and updates <i>Employer's</i> SHE records and provides status reports as and when required. • Signs off and stores project SHE documentation electronically and / or in hardcopy format as required by the <i>Employer</i>. • Prepares clear, accurate and concise reports, charts and graphs for the <i>Employer</i> for all SHE related activities. • Closes out the construction phase of <i>Employer's</i> project as per the Quality Assurance Documentation Package (QADP) requirements. • Undergoes the <i>Employer's</i> specific training and be duly authorised to perform the services prior to starts of services. • Undergoes <i>Employer's</i> vetting process for security related modifications. • Participate in the <i>Employer's</i> Human Performance programs.
Deliverables	<ul style="list-style-type: none"> • SHE Issues Log • Reports, Charts and Graphs

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	<ul style="list-style-type: none"> • OADP Section 5 documentation • Authorisations • Vetting Records • HP Attendance Registers • Training certificates
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2.2 Project Records and Document Administration Services

2.2.1 Document Management Services

Description of the services	Minimum Expected Activities for the Implementation of Project Controller Services <ul style="list-style-type: none"> • Prioritizing workload and distribution. • Tracking Document Drawing Requests (DDRs) and related documentation, and upon completion, collating packages. • Compiling and updating work instructions to reflect appropriate processes. • Maintaining close liaison with project managers, supervisors, and leaders regarding their projects and design packages. • Managing all relevant document matrices on incoming and outgoing correspondence. • Managing all technical documentation and its distribution. • Typing letters, minutes, and distributing documentation. • Ensuring the Documentation Control Centre (DCC) receives electronic information and hardcopy (signed documentation) for filing. • Tracking documentation and revision control. • Attending project meetings and providing feedback to the DCC. • Obtaining relevant signatures for handover and other project-related documents. • Compiling QADP documentation. • Facilitating the procurement process to ensure supporting documents are in place for commercial activities. • Facilitating Fitness for Duty (FFD) related activities. • Arranging visitor logistics (permits, accommodation, meals, transport, and reception). • Making photocopies, sending faxes, and scanning documents upon receipt. • Answering telephone calls by screening, maintaining records, actions, and summaries. • Processing mail and filing documents. • Arranging appointments (agenda, venues, scheduling). • Making travel arrangements (flights, allowances, travel document validity). • Typing documentation such as correspondence, minutes, and presentations. • Providing assistance by maintaining action registers, collecting information, managing stationery stocks, arranging functions, assisting others, and providing training for stand-ins.
Deliverables	Action registers updated to current. <ul style="list-style-type: none"> • List of Document and Drawing Requests (DDRs) and status updated to current. • Correspondence registers updated to current with statuses. • Letters prepared and signed off. • Minutes prepared and signed off. • Electronic QADP updated, and checklist of status updated to current. • Presentations prepared and signed off. • Tasks created on SharePoint for all reviewers. • Tracking lists for all tasks updated to current.

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Specific competencies required	<ul style="list-style-type: none"> • This level of service requires a mature professional person with a combination of strong analytical and interpersonal skills. • Ability to work cohesively and communicate successfully in diverse teams. Tact, teamwork, and diplomacy are of the essence. • Demonstrable understanding of all interdependent project services functions, including planning, contracts management, project accounting, and document control. • Demonstrable knowledge of project management concepts (experience on previous projects). • Computer skills such as Microsoft Office suite of applications such as Word, Excel, Power Point and Explorer etc
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NOTE: It is the responsibility of the *Consultant* to ensure that the qualifications of the candidates are thoroughly **verified**.

2.2.2 Project Documentation Management Services

Description of the services	<p>The following is a list of the minimum expected activities for the implementation of documentation management services:</p> <ul style="list-style-type: none"> • Maintenance of a hardcopy and electronic filing system. • Management of project information and correspondence. • Maintenance of the project information database. • Performing archiving and binding of documents as required and ensuring that the archive inventory is kept updated. • Maintenance of the workflow database and project work control systems. • Issuing and controlling correspondence reference and revision numbers. • Circulation of documents for review and/or signature. • Interfacing with authors for resolution of anomalies and queries. • Submission of authorized documents available through electronic media.
Deliverables	<ul style="list-style-type: none"> • Relevant project correspondence register. • Statistical report of version control. • Transmittals, signed and returned within 24 hours. • Report of letters filed in EDMS. • Report on cover letters prepared and sent off to Koeberg Operating Unit records section. • Quality management system (QMS) register. • QMS reporting (authorized, draft, review, superseded). • QMS publishing on EDMS. • Modification register (configuration control).
Specific competencies required	<ul style="list-style-type: none"> • This level of service requires an honest, trustworthy professional with strong interpersonal skills as the function is performed across many areas of projects. • Ability to work under pressure. • Exceptional attention to detail. • Demonstrable knowledge of project management concepts (experience on previous projects). • Computer skills such as Microsoft Office suite of applications such as Word, Excel, Power Point and Explorer etc

NOTE: It is the responsibility of the *Consultant* to ensure that the qualifications of the candidates are thoroughly **verified**.

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2.2.3 Contracts Administrative Services

Description of the services	<p>The following is a list of the minimum expected activities for the implementation of contract management administrative services related to contract administration (NEC):</p> <ul style="list-style-type: none"> • Contract administration: • Monitor adherence to contract conditions and specifications. • Monitor services as per the contract deliverables. • Evaluate work executed and process authorizations for payment. • Maintain contract management documents. • Facilitate evaluation of requests for information, requests for proposal, and requests for quotation. • Assist commercial teams in the compilation of contract documentation. • Update the contract management performance index. • Facilitate actions to manage schedule slippage. • Support the appointment of NEC adjudicators. • Utilize Eskom-appropriate computer software to optimize cost, quality, and quantity management. • Communicate with <i>Contractors</i> on compensation events, claims, and disputes to enable efficient resolution and settlement. • Facilitate the selection of appropriate main and secondary options. • Provide support on the project/contract strategy plan. • Ensure the implementation of contract management methodologies, policies, procedures, and best practices.
Deliverables	<ul style="list-style-type: none"> • Update action registers to current status. • Prepare reports on contract statistics. • Prepare reports on information captured in the Contracts Management system, updated to current status. • Prepare correspondence for sign-off. • Prepare reports on variance to contract deliverables.
Specific competencies required	<ul style="list-style-type: none"> • This level of service requires a professional person with a combination of flexibility and resilience. • Ability to communicate and engage successfully. • Demonstrable understanding of all interdependent project services functions, including planning, contracts management, project accounting, and document control. • Demonstrable knowledge of project management concepts (experience on previous projects). • Computer skills such as Microsoft Office suite of applications such as Word, Excel, Power Point and Explorer etc

2.2.4 Knowledge Management Officer

Description of the services	<ul style="list-style-type: none"> • The following is a list of the minimum expected activities for the implementation of knowledge management: • Coordinate the implementation of an integrated business improvement framework throughout the project lifecycle by: • Performing a knowledge management needs assessment within the functional teams. • Assessing and coordinating knowledge management interventions according to the knowledge needs of the project team. • Mapping knowledge management interventions to the project lifecycle model (PLCM).
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	<ul style="list-style-type: none"> • Recommending specific knowledge interventions for the identified knowledge need i.e. peer assist, retrospect, knowledge exchange or after-action review. • Supporting the consolidation of learnings and incorporate to address project process gaps for continuous improvement. • Coordinating knowledge transfer interventions to create a learning culture that includes people, process and technology. • Supporting the provision of knowledge management services throughout the appointment of knowledge management champions in the functional teams. • Managing CAP items and indicators for the group(s) • Co-ordinating the administration of the corrective action programme committee, as relevant • Closing of all event investigation Assessments and Evaluations approved for closure by the relevant committees • Raising of all CA's and GA's from such reports into EDMS, and relevant Interim and Final EFRs as required • Reviewing CA and GA closure information, and closing the CA's/ GA's in EDMS • Perform trending and identifying adverse trends for issues relating to the group(s) • Provide Station Quarterly Integrated Trend Report (SQITR) • Updating EDMS with accurate and verifiable information for the close-out of CAs and GA's • Attending the CAPco Forum • Perform investigations of events as assigned by respective group managers • Coordinating change management activities to promote a learning environment. • Building and maintaining key stakeholder relationships within the functional teams for knowledge management buy-in and commitment. • Providing support for the establishment, nurturing and promotion of communities of practice (CoP) within the various functional teams. • Identifying knowledge management training for critical functional teams (peer assist). • Developing knowledge management newsletter to communicate with stakeholders. • Coordinating the knowledge management engagement within the project induction process. • Coordinating the transfer of knowledge from contractor teams involved in the project. • Managing the capturing and storage of knowledge management information and documentation. • Updating and maintaining a knowledge management training register. • Initiating knowledge management system training and interventions. • Disseminating expert knowledge management information to project teams and designated communities. • Providing support for the adoption and use of collaboration tools to facilitate sharing of ideas and work amongst internal teams and external partners
Deliverables	<ul style="list-style-type: none"> • Knowledge management needs assessment reports • Develop project specific knowledge management reports • Events investigation reports • Lesson learnt reports and presentations • Developing newsletters for specific performance improvement initiatives

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	Performance trend reports
Specific competencies required	<ul style="list-style-type: none"> • Knowledge management • Information management • Stakeholder management • Communication management • Project management • Decision making capability • Computer skills such as Microsoft Office suite of applications such as Word, Excel, Power Point, Explorer and Sharepoint etc

2.2.5 Senior Information Officer

Description of the services	<ul style="list-style-type: none"> • The following is a list of the minimum expected activities for the implementation of knowledge management: • Improve, advise and report on the implementation of project management systems and data management within the project by: • Determining and defining the project management systems and data management requirements of the project. • Formulating and reviewing a strategy for managing the entire project management systems and data management function within the project to ensure effective performance and meeting project and organisational requirements. • Representing the project environment for its requirements on relevant data and tools governance committees and implement standardisation and optimisation initiatives identified by these bodies. • Formulating and initiating a project strategy to manage data integrity of project information throughout the project lifecycle. • Defining, initiating and reporting the implementation of information systems and data management across the functional teams to achieve project objectives. • Assessing, interpreting and reporting on data integrity status, issues, risks and commitment of functional teams and recommending improvements. • Evaluating, interpreting and advising on information systems policies and conventions that affect the transfer of data and information between contractors and the project. • Initiating, advising and reporting on the implementation of data consistency, ensuring that the recording and distribution of data allows for project management teams to have access to relevant information across the programmes and portfolios. • Assessing and improving the collaboration within the project and within the organisation through the centralisation of data and increased data flow. • Fulfilling the roles of change agent by implementing proper change management processes and ensuring stakeholder awareness during the implementation of project management systems. • Reviewing and advising on the technical user acceptance testing of the implemented project management systems • Evaluate, interpret and report on data integrity of project information received from functional teams within the delivery units by: • Defining and interpreting data integrity and system performance targets for the various project management systems within the project. • Reviewing, interpreting and reporting on data integrity of all project information from the functional teams and within the various systems.
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	<ul style="list-style-type: none"> Assessing, advising and improving the accuracy and availability of data from the designated systems for data comparisons, data reconciliations, data modelling and data enhancements. Identifying and recommending the system integration and interfaces to ensure that systems are supporting the project requirements effectively, providing business solutions to Group IT for technical investigation. Evaluating the functional team data to formulate and report on a consolidated overview for the project. Examining and analysing data for traceability and recommending solutions on issues, risks and continuous improvement. Investigating and advising all functional team managers on information systems and data management related issues. Evaluating and reporting on the compatibility of formats to ensure smooth interfaces and integration between the various designated systems. Initiating and reporting on data quality checks and assurance reviews on data captured in the project management systems
Deliverables	<ul style="list-style-type: none"> Developing and implementing electronic project reporting dashboards Creating electronic monthly project status reports Developing electronic project records management systems using Group IT approved EDMS
Specific competencies required	<ul style="list-style-type: none"> Analysis / judgement / problem solving skills Information technology Data management Systems development and management

2.2.6 Officer Project Reporting

Description of the services	<p>The following is a list of the minimum expected activities for the implementation of knowledge management:</p> <ul style="list-style-type: none"> Gather and consolidate data from functional teams on performance of the delivery unit by: Supporting the data and information gathering process and updating of the database in the project reporting system. Consolidating data received from various functional teams for reporting on unit delivery. Supporting the information gathering for the purposes of reporting project risks, issues and progress status. Supporting the monitoring of committed financials against actual costs and invoicing amounts to identify discrepancies. Supporting the monitoring of data updated by the functional teams in the designated project systems to ensure data integrity. Maintaining all project reporting documentation and lessons learnt in the designated systems in accordance with the approved processes. Coordinate data management integration and dependencies amongst functional teams by: Supporting the identification and documentation of dependencies and integration requirements for delivery of the unit. Maintaining dependency logs and records of action items in the project reporting system. Supporting the establishment of the reporting and information sharing structures and systems within the project. Supporting the monitoring and reporting on the effectiveness and alignment of project control mechanisms and processes. Supporting the monitoring and reporting of project scheduled activities.
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	<ul style="list-style-type: none"> Coordinating audits on functional team scheduled activities to confirm accuracy of reported progress. Consolidate reports on delivery unit performance, project handover and close-out by: Updating and maintaining reporting data in the designated project reporting system and ensuring compliance to the approved methodology and tools. Generating reports from the project reporting system to assist management decision-making. Supporting the consolidation of project close-out reports from the functional teams. Supporting the documentation of project close-out and project postmortem reviews with inputs from all relevant stakeholders. Consolidating reports on project deliverables for handover. Assisting in the compilation of project satisfaction surveys. Assisting in establishing a schedule to monitor benefits to be realised.
Deliverables	<ul style="list-style-type: none"> Generate monthly project status report
Specific competencies required	<ul style="list-style-type: none"> Knowledge of project reporting Data management Project Management Computer skills such as Microsoft Office suite of applications such as Word, Excel, Power Point, Explorer and Sharepoint etc

2.2.7 Technical Writer

A technical writer is a professional who specializes in creating clear, concise, and user-friendly documentation that explains complex information. Technical writers bridge the gap between technical experts (like engineers or developers) and end users (who may not have technical backgrounds). They ensure that information is accessible, accurate, and easy to understand. Technical writing requires a blend of communication, analytical, and technical skills.

The Technical Writer in a nuclear power plant environment is responsible for producing and maintaining high-quality documentation that supports plant operations, safety protocols, regulatory compliance, and technical procedures. While prior knowledge of nuclear energy systems is beneficial, the role may also be suited to individuals with a strong background in working with complex technical material in other fields, and the ability to quickly grasp and translate specialised content. A key requirement is the ability to communicate complex technical information clearly, accurately, and in a way that is easily understood by a range of audiences.

Description of the services	<ul style="list-style-type: none"> Perform technical writing reviews of reports from the main contractor and its sub-contractors. Perform technical writing reviews of reports and other project documentation produced by project team members. Draft project related (PLCM) templates as and when required. Support the project team with configuration management tasks. Provide technical writing coaching/training to project team members.
Deliverables	<ul style="list-style-type: none"> Formal documents including standards, procedures and guides. Project Life Cycle Model (PLCM) documents including templates, financial documents, reports etc. Review reports of engineering and technical documents received from other contractors/suppliers associated with the project. Formal correspondences between the project team and stakeholders e.g. NNR. Brochures and other project marketing documents. Any other documents required by the Project Manager.
Core Skills	<p>1. Technical Writing and Editing</p> <ul style="list-style-type: none"> Mastery of clear, concise, and structured writing Ability to translate complex nuclear engineering concepts into accessible language

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	<ul style="list-style-type: none"> • Clear, concise, and grammatically correct writing • Ability to simplify complex concepts • Strong editing and proofreading skills <p>2. Regulatory and Domain Knowledge</p> <ul style="list-style-type: none"> • Familiarity with nuclear industry standards (e.g., NRC, IAEA, ISO) • Understanding of compliance documentation and safety protocols • Familiarity with the subject matter (e.g., contracts, engineering, project management) • Ability to read and interpret technical specifications <p>3. Information Design and Structuring</p> <ul style="list-style-type: none"> • Organizing content for clarity and usability • Using diagrams, flowcharts, and tables effectively • Organizing content logically • Using headings, lists, tables, and visuals effectively <p>4. Tool Proficiency (Software)</p> <ul style="list-style-type: none"> • Experience with documentation tools (e.g., Adobe FrameMaker, MS Office, XML editors, Google Docs, SharePoint) • Document management systems used in regulated environments <p>5. Audience Analysis</p> <ul style="list-style-type: none"> • Understanding the needs, background, and expectations of different user groups • Adapting tone and detail level accordingly <p>6. Research Skills</p> <ul style="list-style-type: none"> • Gathering accurate information from subject matter experts (SMEs) • Verifying technical details and terminology
Professional Competencies	<p>1. Project Management</p> <ul style="list-style-type: none"> • Planning, prioritizing, and delivering documentation on time • Managing multiple projects and deadlines <p>2. Adaptability</p> <ul style="list-style-type: none"> • Learning new tools, technologies, and domains quickly • Responding to changing requirements and feedback <p>3. Ethical and Legal Awareness</p> <ul style="list-style-type: none"> • Understanding copyright, accessibility, and compliance standards • Ensuring documentation meets legal and ethical guidelines <p>4. Soft Skills</p> <ul style="list-style-type: none"> • Collaboration with developers, engineers, and product managers • Project management and time management • Adaptability and continuous learning • Working effectively with project managers, engineers, designers, and product managers • Participating in agile or cross-functional teams • Stakeholder Engagement • Understanding user needs and business goals • Managing feedback and revisions diplomatically <p>5. Problem Solving</p> <ul style="list-style-type: none"> • Identifying gaps in documentation • Proposing solutions to improve clarity and user experience <p>6. Attention to Detail</p> <ul style="list-style-type: none"> • Spotting inconsistencies, errors, and ambiguities • Ensuring accuracy and completeness
Professional Certifications (optional but valuable)	<ul style="list-style-type: none"> • Certified Professional Technical Communicator (CPTC) – by the Society for Technical Communication (STC)

NOTE: It is the responsibility of the *Consultant* to ensure that the qualifications of the candidates are thoroughly **verified**.

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2.3 Planning and Scheduling Services

The project planning and monitoring *services* include, but are not limited to the following:

- The *Consultant* is accountable for the planning service and monitoring information for projects from concept through to execution phase including project handover to the *Employer*.
- The *Consultant* is responsible for contributing to the effective delivery of the expected benefits to the Projects as per the tables below.

2.3.1 Perform a Project Planning function

The *Consultant* provides the following (frequency applies to the deliverable):

Deliverable	Frequency	Additional Requirements
Create and provide integrated Project Master Primavera schedules in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for <i>Contractors</i> (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	Create Integrated Project Master Primavera Schedule meeting <i>Employer's</i> policies, standards and procedures.
Produce Resource loaded and forecasted baseline Primavera Schedules in accordance with Project Controls – Planning and Scheduling Standard (240- 100224104); Project Controls – PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for <i>Contractors</i> (240- 83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	Primavera schedule has resources assigned and forecasted on time.
Perform resource levelling in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for <i>Contractors</i> (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required	Primavera schedule has resources assigned and optimised. N
Maintain master primavera schedules and database by managing scope changes, reflect all approved compensation events and review construction drawings in relation to confirming the integrity of the master schedule in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626);	As required per Task Order	Schedule data are up to date and saved on <i>Employer's</i> software platforms on time and meeting the required standards to ensure integrity.

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NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037) ; Outage Preparation Milestone Checklist (KLA-023) and The Koeberg Primavera Control and Management Standard (KSA-143)		
Perform what-if analysis to ensure project target dates are met and incorporate risk based time contingencies in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037) ; Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	What if analysis scenarios saved on Primavera ontime.
Perform and report earned value analysis on all projects in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	Monthly per Task Order	Report saved on <i>Employer's</i> software platforms and discussed at weekly planning meeting.
Perform scope and schedule reviews , determine planned completion dates and determine potential risks of meeting target dates in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	Monthly per Task Order	Outcome of the reviews are incorporated into the monthly progress reports.
Maintain planning related project action lists in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240- 83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	Incomplete actions should have no dates in the past.
Integration of and critical analysis of the <i>Contractor's</i> schedule and identification of any plugged / unlinked activities in accordance with Project Controls – Planning and Scheduling Standard (240- 100224104); Project Controls –	As required per Task Order	<i>Contractor</i> schedule is incorporated into <i>Employer's</i> schedules.

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PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240- 83561037) ; Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)		
Co-ordinate updating of plans and reporting on progress by setting up master schedule performance targets and reporting templates in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	Updated progress reports indicating deviations are saved on <i>Employer's</i> software platforms.
Assist the project manager, cost engineering and/or the quantity surveyor in establishing and maintaining cost estimates in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240- 83561037) ; Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	Cost estimates aligned to the scheduled activities.
Provide planning interface between the Contractor planning team and Employer's outage and/or maintenance planning organisations in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	Weekly attendance register is complete, meeting minutes are maintained and saved on <i>Employer's</i> software platforms.
Perform schedule change requests in accordance with Project Controls – Planning and Scheduling Standard (240- 100224104); Project Controls – PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)	As required per Task Order	Implement changes on time.

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<p>Provide input into management information for NPM Management meetings and NOU Portfolio Management committees in accordance with Project Controls – Planning and Scheduling Standard (240- 100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240- 83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143)</p>	<p>Monthly on each Task Order</p>	<p>Management info pertaining to planning/scheduling provided and aligned.</p>
<p>Develop, monitor, co-ordinate and control, as well as close out project schedules. This shall include:</p> <ul style="list-style-type: none"> • The integration of stakeholder schedules as per the PCM • Support the <i>Employer</i> in drafting project specific measurable elements for tracking purposes. Report on project progress for monitoring purposes. • Attend project and departmental meetings to provide feedback and /or obtain information on related assigned activities. • Provide schedule reports as requested by the PM's e.g. critical path, float, key dates, other. • Create a compensation events schedule, update monthly and integrate into owner's schedule. • Produce resource levelling histograms monthly or as required. • Perform real time analysis of planning risks and shall be in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240-96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037) ; Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143) 	<p>As required per Task Order</p> <p>Monthly on each Task Order</p> <p>As required per Task Order</p> <p>Monthly on each Task Order</p> <p>As required per Task Order</p> <p>Monthly on each Task Order</p> <p>Weekly on each Task Order</p> <p>Monthly on each Task Order</p> <p>Monthly on each Task Order</p> <p>As required per Task Order</p>	<p>Project Status, Look - Ahead & Variance Report, Scenario Analysis & Recommendations for Improvement</p> <p>Review of <i>Contractor</i> schedules and publish report</p> <p>Publish scenario plans based on schedule risks</p> <p>Variance reports</p> <p>Compensation event analysis report</p> <p>Dispute analysis report</p> <p>Integrity checks reports</p> <p>Commodity productivity curves</p> <p>Milestones report</p> <p>Cost report</p> <p>Risks are recorded in the project risk register, planning risks are recorded in project meeting minutes</p>
<p>Progressive planning in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037) ; Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143) by:</p> <ul style="list-style-type: none"> • Ensuring that the project WBS and scope of work is correctly planned and developed to represent the full scope of work of the 	<p>As required per Task Order</p>	<p>Schedule integrity / 14-point checks and schedule analysis reports</p>

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<p>program, project and work package.</p> <ul style="list-style-type: none"> Ensuring that all plans are scheduled according to the planning and scheduling standard. All cost breakdown structure elements should be adequately defined and represented in the project schedules to enable cost integration for the purposes of Project Controls and Earned Value Management. Conduct bi-weekly schedule integrity checks Configuration of all Development and analysis of schedule reports and the relevant recommendations to be made to the PM and Project Controls/Monitoring teams. Assessment on compensation event applications Publication of scenarios and analysis reports during disputes 		
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2.3.2 Perform a Project Scheduling function via the designated Employer software platforms and approved templates

Deliverable	Frequency	Additional Requirements
<p>Scheduling in accordance with Project Controls – Planning and Scheduling Standard (240-100224104); Project Controls – PCM Procedure (240- 96807626); NPM Work Management Process (240-119092296); Reporting and data requirements specification for Contractors (240-83561037); Outage Preparation Milestone Checklist (KLA- 023) and The Koeberg Primavera Control and Management Standard (KSA-143) by fulfilling the following:</p> <ul style="list-style-type: none"> Maintain the construction integrated master schedule across all project programmes Report on project progress for monitoring purposes. Attend outage, online work control, scope freeze, construction, project and departmental meetings to provide feedback and / or obtain information on related assigned activities. Provide Permit to work progress & status during construction. Monitor dose information and report on its status. Provide work management reports and report on its status Report on schedule conflicts Facilitate work management process during preparation, scheduling and planning, 	<p>Monthly on each Task Order</p> <p>Daily during construction on each Task Order</p> <p>As required per Task Order</p> <p>Daily during construction on each Task Order</p> <p>Daily during construction on each Task Order</p> <p>Daily during construction on each Task Order</p> <p>Daily during construction on each Task Order</p> <p>Daily during construction on each Task Order</p> <p>Daily during construction on each Task Order</p> <p>Weekly on each Task Order</p> <p>As required per Task Order</p> <p>Daily during construction on each Task Order</p>	<p>Project status reports</p> <p>Variance reports</p> <p>Network diagrams</p> <p>Commodity productivity curves</p> <p>Dose reports</p> <p>SAP reports</p> <p>SharePoint reports</p> <p>Work management reports</p> <p>Construction monitoring reports</p> <p>Construction integrated master schedule</p> <p>Schedule conflict report</p> <p>Schedules various</p> <p>Input data to Meetings & Input data to Workshops</p>

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<p>asset construction and close out phases for outage and online activities Maintain information in the computerised maintenance management system</p> <ul style="list-style-type: none"> • Develop and maintain monitoring reports for assets under construction Maintain balance of the time objectives of the schedule with resources • Maintaining balance of the time objectives with cost constraints Coordinating forecasted activities and project completion dates in conjunction with project managers and Contractors • Produce commodity productivity curves based on physical percent complete performance. (site walk down) • Re-planning activities to provide alternatives to ensure project deliverables are met • Validating field measurements and updating physical percent complete on systems. • Compile planning networks 	<p>As required per Task Order</p> <p>Before end of shift or otherwise agreed upon, pending a written request to extend on each Task Order</p> <p>Full duration of the Task Order</p>	<p>Daily diary / scheduler shift log report Authorisation</p> <p>Other (based on request)</p>
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2.4 Cost Control Services

2.4.1 Cost engineering services

Description of services	<p>The following is a list of the minimum expected activities for the implementation of the services</p> <ul style="list-style-type: none"> • Monitors and analyze project cost estimates, project expenditures, and forecasts over the life cycle of the project. Requires technical knowledge of the construction work involved, and the ability to use cost-estimating methods commensurate with the life cycle of the project. Requires a bachelor's degree and a minimum of 4 years of related experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision, but can work independently should the situation necessitate. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.
Deliverables	<ul style="list-style-type: none"> • The Cost Engineer will be the subject matter expert responsible for providing analysis and guidance to the project team on all cost engineering matters. • Provision of a total cost management framework and service to the project • Perform cost analysis, cost reporting, and associated administrative services related to cost engineering • Manage and report on the project's status through the validation and maintenance of accurate information in the designated system/s and reporting templates • Provide support to the contracts management and project management functions through required cost engineering analysis of contract claims, disputes, adjudications, arbitrations and legal proceedings • Provide advisory services on cost engineering related issues • Implement and maintain cost engineering infrastructure • Coach & mentor less experienced Cost Engineering professionals.
Specific competencies required	<ul style="list-style-type: none"> • Coach & mentor less experienced Cost Engineers. • Lead subordinate Cost Engineers / Quantity Surveyors by setting, practicing, and expecting from them a high standard of performance and quality assurance. • Attend management, project team, and customer meetings.

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	<ul style="list-style-type: none"> • Provide the project manager, third parties, corporate management, and functional management with timely & accurate cost information and reports on the project budget, forecast, and cost progress status. • Ensure compliance to established standard processes, procedures, & guidelines for preparing & controlling project budgets & forecasts. • Lead project-specific cost audits & internal reviews to ensure consistent application of established Cost Engineering Standard Processes, Procedures, & Reporting requirements. • Develop & oversee the completion of project-specific Cost Engineering improvement action plans when a project is found not to be in compliance to standards. • Responsible for setting up & maintaining the Cost Breakdown Structure in SAP at an appropriate level of detail to maintain control & transparency. • Continuously work as a proactive agent to improve the profession of Cost Engineering. • Computer Skills: <ul style="list-style-type: none"> • PowerPoint working knowledge • MS Office/ Windows proficient • Knowledge and experience of Earned value management (EVM), Planning & scheduling, Risk Management, Project management, Contracts management, different forms of contracting, Cost engineering, and Construction management • Proficiency in analysis/ judgement/problem solving, Teamwork/collaboration, negotiation/persuasiveness, and Planning and organising
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2.4.2 Quantity Surveying services

Description of services	To provide a quantity surveying advisory and support service in terms of contracts collation, costing, payment certification, evaluation and dispute resolution to meet the contract management services needs from a central database
Deliverables	<ul style="list-style-type: none"> • Perform functions and advise on quantity surveying standard services provided throughout the project life cycle • Draft cost estimates for capital investment projects/ changes and variations to a contract • Monitor <i>Consultants</i>, Contractors and supplier performance (quantity and cost) • Draft, review, measure and control effectiveness of enquiry documentation • Advises on the need for contract modifications and budget revisions to the project • Reconcile and forecast contract/project expenditure • Mentor and coach quantity surveying personnel
Specific competencies required	<ul style="list-style-type: none"> • This level of service requires a mature professional person with a combination of strong technical, analytical, and interpersonal • Ability to work cohesively and communicate successfully in diverse teams. tact, teamwork, and diplomacy are of the essence. • Demonstrable understanding of all interdependent project services functions including planning, scheduling, contracts management, project accounting, and document control. • Experience with estimating, value engineering, cost tracking systems, lump sum, cost plus, cost reimbursement, and or unit price contracts. • Demonstrated knowledge of project management concepts (experience on previous projects); and • Computer Skills: <ul style="list-style-type: none"> - PowerPoint working knowledge - MS Office/ Windows proficient • Knowledge and experience of Earned value management (EVM), Planning & scheduling, Risk Management, Project management, Contracts management and different forms of contracting, Cost engineering, and Construction management

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	<ul style="list-style-type: none"> Proficiency in analysis/ judgement/problem solving, Teamwork/collaboration, negotiation/persuasiveness, and Planning and organising
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2.4.3 Project accounting services

Description of services	<ul style="list-style-type: none"> Manage, plan, control, co-ordinate and report on project management accounting services in accordance with SAP project accounting and execution methodology requirements and project specific directive/procedures.
Deliverables	<ul style="list-style-type: none"> Manage Project Accounting by: <ul style="list-style-type: none"> - Developing and maintaining project cost control schedules according to approved from initiation to project completion stage. - Co-ordinating, controlling and modifying changes on approved project cost. - Managing the closure of the project by preparing all necessary documentation for close -out report. Establish and manage project cost by: <ul style="list-style-type: none"> - Ensuring accuracy and completeness of data - Determining which costs are likely to affect the project and documenting the characteristics of each - Proactively responding to changes in risks over the course of the project. Project cost and procurement by: <ul style="list-style-type: none"> - Co-ordinating all expenses and/or services procured. - Reconciling all cost on the project - Knowing the conditions of contract and relationship with the client - Liaising with Finance Department - Controlling changes to the project budget and making sure that any changes, which will affect the overall project, cost is formally reported and presented to the Programme Manager. Co-ordinating and manage communication by: <ul style="list-style-type: none"> - Identifying all financial documentation and reporting relationships - Developing individual and group skills to enhance project performance - Communicating project objectives and vision by words and deeds to all whose co-operations may be needed to achieve that project vision and objectives. Co-ordinate and maintain the project budget and forecast by: <ul style="list-style-type: none"> - Creating appropriate budget and forecast spreadsheets for the Programme and or Project Managers - Co-ordinating, managing and monthly updating of costs and forecast to completion - Ensuring that all expenses are correctly allocated and identified - Ensuring cash flow statement for the project

2.4.4 Cost Controller

Description of services	<ul style="list-style-type: none"> To oversee the financial control of projects and together with the Project Manager provide and review accurate projections for cash flow management, budgets, projections, and investments. The Cost Controller is responsible for monitoring and controlling project and operational costs to ensure efficiency and profitability. This role involves budgeting, forecasting, variance analysis, and reporting to support financial decision-making and ensure adherence to financial plans.
Deliverables	<ul style="list-style-type: none"> Provide and review monthly projections in line with project plans Review projections for Investment purposes Provide SAP control on Investments Calculate and execute transfers to Commercial Operation Review costing for Commercial documents

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	<ul style="list-style-type: none"> • Review Cost Price Adjustments and outstanding invoices for Suppliers • Review foreign submissions • Implement and compile cash flow measure sheets • Engage with various stakeholders to get accurate projections and hours of forecasting • Compile budget letters • Forecast future year spend for department Opex and Capex on projects to be initiated • Schedule regular meetings with project managers & HOD's where required to ensure that the projects budgets are maintained • Compare budgets month-to-month against actual performance • Assist with identifying & processing any reallocation journals as required. • Highlight any overruns and variances that needs to be communicated with the respective project managers & HOD's • Perform monthly reconciliation on project costs • Generate all required project status reports for the Project Manager and internal management.
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2.5 Quality Assurance Management Services

Scope

The consultant will be required to perform the quality assurance (QA) services in each respective category and deliver the associated deliverables as defined in the scope of work of the contract.

This will also include as a minimum (goals and objectives):

- Implement quality assurance activities in all projects under the various portfolio programmes within NPD business area,
- Provide clear guidance to the programme & project managers on the quality considerations pertaining to all the projects that form part of the programmes.
- Provide quality assurance management oversight activities in accordance with 239-PCG-015, 331-2.
- Receives, reviews, accepts, facilitates and advises on all project quality related documents and proposals for the different programmes, and;
- Act as the single point of contact for all quality assurance issues in terms of the Nuclear Project Management (NPM) Integrated Management System (IMS) programme, reference 240-119086005.

The QA personnel will report to the respective programme managers. The QA personnel must interface with the following nuclear project management groups to ensure project deliverables are integrated in the NPM Integrated Management System (IMS).

- Contract management
- Quality management
- Planning management
- Construction management
- Koeberg line resources
- Project team
- Engineering groups

Frequency of services

Project quality assurance service will be required monthly. It is to be noted that a portion of this time will be spent on training, coaching and mentorship to the programme teams if so, required by the programme manager. In peak times such as outages, an ad-hoc service where resources may be required to work 5 days a week and cover 40 working hours per week. When an Ad-hoc service is required, this will be communicated well in advance as the need arises.

Deliverables

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All deliverables to be formatted as per guidelines and timelines detailed in 239-PMM-001, IAEA SSG-048, NNR RG-0027 and the various Project Management Plan (PMP's) and project schedules. These deliverables include but are not limited to the following:

- Ensuring the contract quality requirements of all the projects are adhered to by suppliers and sub-contractors and that adequate levels of QA oversight is applied.
- Execution of all quality assurance activities for all the projects.
- Participating in the quality and project progress meetings of all the projects.
- Performing internal audits and self-assessments and lead team members within each project.
- Ensuring that project audits are undertaken on time, followed up and any actions closed out.
- Recording audit findings and make sound recommendations for continual improvement.
- Develop on-job training material that details management of quality in construction projects.
- Present Nuclear Portfolio Delivery Integrated Management System training to project teams on a regular basis.
- Ensuring that every project team member receive adequate training on processes, tools and procedures applicable to meet contractual project quality deliverables in accordance with NPM Training procedure (PCG-001) and KSA-049.
- Ensuring that the defined level of quality is achieved by measuring, auditing, reporting on and by implementing necessary actions to resolve quality issues and non-conformances within each project.
- Ensuring that each project team understands the implications of the contract requirements regarding quality and of its application in the local environment (law, regulation, permits, codes, standards).
- Receiving, reviews and accepting all quality documents (e.g., Quality Assurance Data Packages (QADP) etc.).
- Develop training material for each process documented in the Nuclear Portfolio Delivery Integrated Management System.
- Regular reviews of the implementation of the Project Quality Plans and defined processes & tools within each project.
- Ensuring action plans are prepared on quality related issues that may arise during each project with the project team, suppliers or contractors and partners.

Specific competencies required

- Demonstration of experience on similar projects.
- Quality assurance service provision on complex nuclear construction projects (Demonstrate knowledge of the National Nuclear Regulator's RD-0034 requirements).
- Technical experience and qualification related to the construction project
- Quality auditing experience on complex nuclear engineering construction projects with preferred professional affiliation.
- Quality engineering experience in ageing management and related activities on a nuclear power plant.
- Experience in interacting with National Nuclear Regulator via the delegated authority onsite.
- Have good understanding of quality standards and codes required on a Nuclear Power Plant.
- Thorough knowledge of ISO 9000 series of standards with demonstration of experience on similar projects.
- Facilitation and presentation skills.
- Quality management skills.
- Analytical and problem-solving skills.
- Exposure to process and systems management approach.
- Ability to interact effectively with senior management.
- Results driven.
- Self-discipline.
- Decisiveness.
- Technical report writing skills; and
- Auditing skills

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Desired Requirements

- Have a good understanding of quality on Nuclear Power Plant (Quality Engineer – QE)
- Thorough knowledge of ISO 9000 series of standards
 - ISO 9001:2015 is the foundation for quality management across an organization.
 - ISO 10006:2017 is a supplementary guide for applying those principles specifically in project environments.
- Thorough knowledge of ASME NQA-1 and RD0034 (QE) and / IAEA GSR Part 2
- Quality auditing certification.
- Registered member of relevant technical and / or quality institute

Other Constraints

The quality assurance services will be reporting to the Eskom NPD quality manager and the respective programme managers.

2.5.1 Provide a specialist consultancy service to the project

Description of services	Provide a specialist consultancy service to the project <ul style="list-style-type: none"> • Provide an advisory service on project quality assurance. • Provide an independent reviewer role to the programme managers & project managers on specific project quality matters and participate in continuous improvement initiatives to enhance the quality of the project. • Provide an independent reviewer role to the programme & project managers on specific project quality matters and participate in continuous improvement initiatives to enhance the quality of the projects. • Provide expertise on project quality management activities especially in respect of RD-0034 requirements. • Advise on interfaces regarding quality aspects with the NNR in conjunction with the relevant licencing disciplines. • Provide technical input into project quality related decisions and/or policies for the project. • Provide clear guidance to the programme manager & project managers on the quality considerations pertaining to options available to resolve identified quality deficiencies and issues. • Develop and compile project related quality documentation and processes; and • Review documentation, including procedures, for compliance to the relevant requirements.
Deliverables	<ul style="list-style-type: none"> • Compile and approval of Project Quality Management Plan (PQMP). • Progress report on percentage completion of the current and legacy project Quality Assurance Data Package (QADP). • Submit monthly project quality report (identifying areas of excellent performance, areas for improvements, report to include: <ul style="list-style-type: none"> - completed project quality activities, - project quality activities that are in-progress for the month with forecasted completion dates. - Upcoming project quality interventions with forecasted completion dates.
Frequency	<ul style="list-style-type: none"> • Compilation and approval to be completed at end of First Month of service. • Monthly reporting.

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2.5.2 Co-ordinating internal and external stakeholder management

Description of services	Co-ordinating internal and external stakeholder management <ul style="list-style-type: none"> Informing the programme, project and management regarding the contents of the audit programme and request for approval. Arranging and participating in relevant stakeholder meetings. Undertaking continual adjustments with stakeholders in a persuasive manner, to keep the programme on course, by use of positive win/win negotiation. Communicating the relevant parts of the audit programme to relevant parties. Periodically exchanging information and assess audit programme progress. Informing stakeholder regarding management systems audit programme issues such as: <ul style="list-style-type: none"> Certification / Re-certification Surveillance Audits Internal Audits Transfer or certification between Certification Bodies Amalgamation of Business Units Certification Risks and the impact of program slippage
Deliverables	<ul style="list-style-type: none"> Timeous resolution of Project review comments – Develop project review database.
Frequency	<ul style="list-style-type: none"> Monthly reporting. Daily during Peak and Outage times.

2.5.3 Conducting audits from initiation to reporting and produce project reports on quality

Description of services	Conducting audits from initiation to reporting and produce project reports on quality <ul style="list-style-type: none"> Compile monthly project quality reports and submit to the programme & project managers, NPM quality management manager and key stakeholders. Participating in performance auditing in the assigned areas of responsibility. Conducting and assisting the lead auditor with finalisation of the audit report. Preparing work papers, scheduled and summaries.
Deliverables	<ul style="list-style-type: none"> Audit reports of suppliers.
Frequency	<ul style="list-style-type: none"> Monthly or as per the Project IMP.

2.5.4 Ensure an effective implementation of the audit programme

Description of services	Ensure an effective implementation of the audit programme <ul style="list-style-type: none"> Ensuring compliance to task order activation process prior to external audit. Assisting with resource levelling of auditors Monitoring reviewing and updating the audit programme to ensure continuous improvement. Evaluating conformity with audit programmes. Evaluating and analysing the performance of the customer feedback ie auditees, auditors and other interested parties.
Deliverables	<ul style="list-style-type: none"> Progress report on Integrated Monitoring Plan (IMP).
Frequency	<ul style="list-style-type: none"> Monthly or as per the IMP.

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2.5.5 Reporting on the management system audit performance

Description of services	Reporting on the management system audit performance <ul style="list-style-type: none"> • Providing input to the monthly audit programme performance. <ul style="list-style-type: none"> - Consolidating and reporting on the overall achievements of the audit programme. - Certification bodies surveillance and re-certification - Management Review - Internal Audit - Percentage of internal Audit Findings > 90 days - Customer Feedback (on Audit Team) • Developing, capturing and applying appropriate quality monitoring systems / database in order to analyse audit information eg. Planned / scheduled audits, results, trends, risks, status or reports, findings etc. • Collecting, capturing, cleaning-up, calculating, consolidating and validating data from all relevant sources and liaise with relevant data providers to ensure that data is correct for the purpose of compiling reports. • Facilitating and monitoring that management reporting processes are timeous, accurate and relevant. • Ensuring that processes are developed and implemented to obtain actual and historical quality information. • Establishing and implementing control mechanisms to minimise any risk of confidential information being abused.
Deliverables	<ul style="list-style-type: none"> • Develop a Quality Management database and utilise database for reporting on progress.
Frequency	<ul style="list-style-type: none"> • Compilation and approval to be completed at end of First Month of service. • Monthly reporting.

2.5.6 Identifying and evaluating the risks associated with the management systems audit programme and manage the independent analysis of events

Description of services	Identifying and evaluating the risks associated with the management systems audit programme and manage the independent analysis of events <ul style="list-style-type: none"> • Ensuring compliance with International Accreditation Bodies rules. • Ensuring cancellations and postponements are within acceptable limits. • Facilitating and providing guidance with regards to scope changes. • Perform independent direct cause analysis on selected and/or reported occurrences. • Evaluate and identify key quality issues that must be considered in an investigation of events/incidents on the project, • Manage and maintain the database containing the history of incidents or events. • Allowing sufficient time for developing the audit programme or conducting an audit, liaising with audit manager on the adequate allocation of resources. • Ensuring appropriate information regarding the management of system audit programme is distributed timeously.
Deliverables	<ul style="list-style-type: none"> • Quality Management Database
Frequency	<ul style="list-style-type: none"> • Monthly reporting.

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2.5.7 Develop the management systems audit programme and provide a quality management service for Projects

Description of services	<p>Develop the management systems audit programme and provide a quality management service for Projects</p> <ul style="list-style-type: none"> • Administering the dates of the external audits as per the requirements of the International Accreditation Bodies with reference to the International Organisation for Standardisation (ISO), ISO 10006:2017 - Guidelines for Quality in Projects • Administering the duration of the audit; based on the size and nature of the auditee, functionality, complexity and the level of maturity of the management system to be audited. • Provide interpretations of nuclear quality assurance rules, contractual quality requirements and disposition of results where criteria are unclear; and • Facilitate the agreement on quality issues between KOU/Eskom and the regulatory authorities, the IAEA and external suppliers. • Provide specialist discipline advice and consulting in the areas of individual expertise within nuclear quality management. • Ensuring alignment of programme with quality management objectives. • Proactively engaging stakeholders in the development, priori setting and implementation of the programme. • Developing the audit program considering all business and stakeholders' input • Providing the Programmes, Department and the respective projects with the necessary information to be able to streamline the prioritisation and selection of audits resources.
Deliverables	<ul style="list-style-type: none"> • Integrated Management Plan for NPD Integrated Management & NPD Programmes
Frequency	<ul style="list-style-type: none"> • Compilation and approval to be completed at end of Second Month of service. • Monthly reporting.

2.5.8 Coordinating the implementation and maintenance of the management systems audit programme

Description of services	<p>Coordinating the implementation and maintenance of the management systems audit programme</p> <ul style="list-style-type: none"> • Handling, co-ordinating and continually improving the requirements and artefacts, including documentation, on the management system program. • Liaising and collaborating with the relevant stakeholders (internal and external) on the management system program. • Manage the quality assurance function on the programme & project team and programme deliverables. • Verify that set QA targets are obtained; and • Set up and maintain an Integrated Monitoring Programme and verify that it is being met. • Enable the integration and interfaces with other processes and systems that affect or are affected by the management system program. • Developing, consolidating and communicating all relevant reports in respect of the management system program performance.
Deliverables	<ul style="list-style-type: none"> • Integrated Monitoring Plan with KPIs / targets
Frequency	<ul style="list-style-type: none"> • Quarterly Progress Report of the Plan

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2.5.9 Develop NPM staff / transfer skills.

Description of services	<ul style="list-style-type: none"> Develop NPM staff / transfer skills.
Deliverables	<ul style="list-style-type: none"> Develop training material for each process documented in the Nuclear Portfolio Delivery Integrated Management System.
Frequency	<ul style="list-style-type: none"> Monthly compilation and training.

2.5.10 Continuous Improvement of NPD business

Description of services	<ul style="list-style-type: none"> Continuous Improvement of NPD business
Deliverables	<ul style="list-style-type: none"> Conduct Self Assessments on projects and NPD business processes to identify gaps and opportunities.
Frequency	<ul style="list-style-type: none"> Every 2 months.

2.5.11 Project Stage Gate Management Review (SGMR)

Description of services	<ul style="list-style-type: none"> Project Stage Gate Management Review (SGMR)
Deliverables	<ul style="list-style-type: none"> Facilitate SGMR's at required intervals.
Frequency	<ul style="list-style-type: none"> As per the project schedule

3. Constraints on how the Consultant Provides the Services.

3.1 Management meetings

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

Title and purpose	Approximate time interval	Location	Attendance by:
Project Kick: <ul style="list-style-type: none"> Employer and Consultant team introduction Project details explanations Clarify Roles and Responsibilities High-level project schedule, including any Key Dates 	Once-off	NOU / MS Teams (Virtual)	Employer, Employer's Agent, Employer's engineering representatives, Consultant and Others as required
Operational: <ul style="list-style-type: none"> Project progress (against the accepted Programme) as prescribed in PSC Core Clause 31 and 32. 	Monthly	NOU / MS Teams (Virtual)	<i>Employer's Agent, Employer's engineering representatives, Consultant and Others as required</i>

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<ul style="list-style-type: none"> • Project issues and associated recovery plans • Risk reduction discussions relating to items as prescribed in PSC Core Clause 15.3. • Where applicable the Risk Register is updated by the <i>Employer's Agent</i> and distributed within five days of the meeting. • Review of Actions List; • Review of Communications (formal letters) 			
<p>Specialist nature: Meetings of a specialist nature may be meetings such as e.g. NNR engagement session. No matters mentioned in this meeting are considered as formal contractual communication and each matter is communicated separately. Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the <i>services</i>. Records of these meetings shall be submitted to the <i>Employer's Agent</i> by the person convening the meeting within five days of the meeting.</p>	Adhoc	Any	<i>Employer's personnel, the Employer's Agent, the Consultant and Others as required</i>
<p>Technical workshops:</p> <ul style="list-style-type: none"> • Technical issues and resolution • Review comments • Knowledge sharing <p>No matters mentioned in this meeting are considered as formal contractual communication and each</p>	Monthly or as required	NOU / MS Teams (Virtual)	<i>Employer's Agent, Employer's engineering representatives, Consultant and Others as required</i>

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matter is communicated separately.			
Risk register and compensation events	Weekly	NOU / MS Teams (Virtual)	<i>Employer's Agent, Employer's engineering representatives, Consultant and Others as required</i>
Overall contract progress and feedback	Monthly	NOU / MS Teams (Virtual)	<i>Employer's Agent, Employer's engineering representatives, Consultant and Others as required</i>

Records of these meetings shall be submitted to the *Employer's Agent* 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.

3.2 Consultant's key persons

- Makes available the assignees and *key persons* timeously for providing the Services
- The *Consultant* ensures that all key personnel requiring access to site meet the requirements of the *Employer's* security and medical qualifications, as well as training and experience generally required by similar utilities elsewhere in respect of similar work.
- The *Consultant* provides orientation for all key personnel requiring access to site in accordance with the requirements of the *Employer's* Radiological Safety Regulations, the *Employer's* Industrial Safety Programme, and in general, the whole framework of plant rules (as applicable) and regulations which may be in force at the site from time to time, which is available on request.
- The *Consultant* shall in addition also submit an organogram indicating the proposed management structure proposed for this contract. The *Consultant* will provide an organogram showing his people and their lines of authority and communication. This organogram would be updated for any key person's personnel changes.
- The technical *key persons* are expected to render their service located at the *Employer* site offices.
- The *Consultant* 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.
- *Consultant* supervisors are deemed to be key people and are dedicated to each project.
- The *Consultant* provides orientation and technical training 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.

3.3 Provision of bonds and guarantees

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

The *Employer* may withhold payment of amounts due to the *Consultant* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Consultant* by the

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Employer's Agent to receive and accept such bond or guarantee. Such withholding of payment due to the *Consultant* does not affect the *Employer's* right to termination stated in this contract.

3.4 Documentation control and retention

3.4.1 Identification and communication

The *Consultant* shall submit deliverables in the following format/software latest version in use by *Employer* at the time of delivery):

Format	Access	Comments	
Lists	Microsoft Excel	Open sheets and Locked sheets for QADP	Signed cover page, brief report with a summary of the results and justifications
Documents/Reports	Microsoft Word and PDF	Searchable PDF	Signed cover page
Project Scheduling	Primavera P6 Professional R15.2 and PDF	Searchable PDF	Both formats submitted to <i>Employer</i>
Digital photographs	JPEG format	N/A	
Process flow	Electronic files compatible	N/A	

Item	Format	Access	Comments
Diagrams and P&ID's	with MicroStation		
Photogrammetry 3D drawings	Electronic files compatible with MicroStation	N/A	
Database	SAP	N/A	
Large Files	Large file transfer link and/or flash drive	N/A	Signed by both parties' documents transmittals

Communication and information exchange with Others.

- All communication is addressed to the *Employer's Agent*. All communication is in accordance with the contract requirements and the procedure agreed with the *Employer's Agent*. All communication makes reference to:
 - The contract number that is issued by the *Employer* i.e. 46000.....;
 - The title of the contract;
 - The specific PSC clause under which the communication is issued; and
 - A unique letter reference number.
- The unique reference numbers to be used for written correspondence between the *Employer's Agent* and *Consultant* and vice versa is as follows:
 - From the *Employer's Agent* to the *Consultant*: 46000..... E/C 0xxx; and
 - From the *Consultant* to the *Employer's Agent*: 46000.... C/E 0xxxwith 46000..... referring to the contract number and the next sequential letter (channel) number.
 - All documents transmitted to the *Employer's Agent* for review / acceptance / record / information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet.
 - The title of each letter clearly summarises the purpose of the letter.
- All documents transmitted to the *Employer's Agent* for review/acceptance/record/information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet as prescribed by the procedure agreed with the *Employer's Agent*, to facilitate the capture of relevant document attributes within the *Employer's* documentation management system.
- The title of each letter clearly summarise the purpose of the letter. In accordance with PSC Core Clause

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13.7, each notification deals with only one specific issue at a time and where letters are submitted electronically, the title of the letter is reflected in the subject line and only one letter is submitted per e-mail.

- The Employer and the Consultant keep a Document Control Ledger (DCL) of all transmittals between the two, whilst the Consultant keeps a DCL for each Sub-Consultant.
- All formal contractual communications shall be on a letterhead and bear as a minimum the date, subject, reference number, identities of sender and receiver and signature of sender and shall be delivered as attachments in the case of emails and not as a message in the email itself.
- Correspondence on a day to day basis may be directed to other parties within the Employer's organisation but care must be taken not to violate contract conditions and other provisions in terms of the contract. The Employer's Agent as well as the Consultant's contractual lead will be copied in on all e-mail correspondence related to the services between the Consultant's and Employer's personnel.
- Contractual communications such as notification of Compensation Events or instructions to deliver services which are not directed at/received from the Employer's Agent shall not be acknowledged by the Employer and decisions or actions taken or omitted as a result thereof shall be at the Consultant's own risk.
- All documents transmitted to the Employer's Agent for review / acceptance / record / information are transmitted under cover of a document transmittal note with a completed and signed transmittal cover sheet.
- The Consultant performs the following:
 - Handles all formal communication between the *Consultant* and the *Employer* through the *Employer's Agent*, or other person designated in writing by the *Employer's Agent*,
 - Conducts informal day-to-day oral communications with Others as necessary for the purpose of Providing the Services; and
 - Maintains an up to date record of the receipt and delivery of any communication required for the purposes of the *services*.

3.4.2 Retention of documents

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

3.4.3 Records and forecasting of expenses and Time Change

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

Consultant's time management system should also allow for remote allocation, the timesheets need to be internally approved by the *Consultant's* technical lead prior to issuing it to the *Employer's Agent*.

Clear records of hours worked or time sheets in respect of all time charges shall be kept by the *Consultant* and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the services rendered which shall be cross-referenced to deliverables rendered.

In addition, the *Consultant* shall provide proof of how he is managing his staff working. The records of hours shall indicate the *Employer's Agent* to whom services were delivered.

The *Employer's Agent* shall review all time sheets during Assessment and the *Consultant* shall obtain signed timesheets and assessment documentation from the *Employer's Agent* and submit the assessment package to the *Employer's Contract Management* function for processing.

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

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The *Employer's* SAP Task Order System:

- A SAP Task Order is the *Employer's* notice to the *Consultant* to carry out a Task.
- The *Consultant* does not perform any work without a SAP task order.
- The *Consultant* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.
- The *Employer* may not issue a SAP task order after the completion date.
- To enable payment the *Employer's Agent* and the *Consultant* signs next to each line of the services on the applicable SAP generated task order. The signed copy of this SAP-generated task order is E-mailed to the Contracts Administration Section at NuclCommsStratAssess@eskom.co.za.
- Payment is made by means of electronic transfer. The *Consultant* therefore provides his banking details to the *Employer's Agent* within one week of the Contract Date.

Invoicing

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

The *Consultant* delivers an original Tax Invoice to the *Employer's* Financial Accounting group. The payment period will start from the date and time at which the invoice and all relevant documentation were received at this office.

The *Employer's* VAT Registration Number is: **4740101508**.

Particulars to be included on the *Consultant's* Tax Invoice:

- The words "Tax Invoice" in a prominent place
- The name, address, and VAT registration number of the *Consultant*
- The name, address, and VAT registration number of the *Employer*
- An invoice serial number
- The date of issue of the invoice
- The quantity or volume of goods or services supplied.
- The price and VAT or a statement that VAT is included @ 15% or zero-rate.
- Reference to Contract and/or SAP order number
- Goods Receipt (GR) number/s obtained from the *Employer* Contract Management function following submission of the signed assessment.
- The amount paid to date.
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number.
- The value of the invoice split into payments in accordance with the activity schedule.
- A copy of the Assessment Certificate/Signed Task order.

Abridged tax invoice (section 20(5)). Where the amount (incl. VAT) is less than R3 000. The same requirements as above, except that: -the Name, address, and VAT registration number of the *Employer*; and the quantity or volume does not need to be specified.

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To enable payment against each applicable SAP-generated Task Order, the *Employer's Agent* and the *Consultant* must sign next to each line acceptance of the service, Plant and Materials, or goods delivered on the applicable SAP-generated Task Order (45). The signed copy of this SAP-generated Task Order is to be promptly returned to the *Employer's Agent*.

Payment is made by means of electronic transfer. The *Consultant* therefore provides his banking details to the *Employer's Agent* within one week of the Contract Date.

All invoices are to be addressed as follows:

**Eskom Holdings Limited
Koeberg Operating Unit
Private Bag X10
Kernkrag
REPUBLIC OF SOUTH AFRICA
7441**

Attention: **Financial Accounting Accounts Payable Section**

Details on How to Submit Invoices:

Ensure that the Employer's Purchase Order is clearly indicated on your invoice together with the line number of the order (45) you are billing for, and that the Goods Receipt (GR) number obtained from the Employer is referenced on the invoice against the associated 45 assessment.

All electronic invoices must be sent in PDF format only, to

**Local: invoicesEmployer local@Employer .co.za
Foreign: Nuclearforex@Employer .co.za**

Each PDF should contain only one invoice, or one debit note, or one credit note, as *Employer's* SAP system does not support more than one PDF being linked into workflow at a time.

If there is Cost Price Adjustment (CPA) on your invoice, we recommend that the *Consultant* issue a separate invoice for CPA so that if there are any issues on the CPA, the rest of the invoice is paid while resolving the CPA issues; the signed CPA calculation sheet must also be attached.

Payment/Assessment Certificate signed by both the *Employer* and the *Consultant* is attached to the invoice and the Goods Receipt (GR) number obtained from the *Employer* is referenced on the invoice against the associated 45 assessment.

The *Consultant* must send through the statements at the end of each month, and it must be dated end of the month.

- The amount paid to date
- The value of the invoice split into payments as per the activity schedule
- The total of The Price for each lump sum item in the Price List or Task Order which the *Consultant* has completed;
- Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Consultant* has completed by the rate,
- Other amounts to be paid to the *Consultant*;
- Less amounts to be paid by or retained from the *Consultant*;
- The change in the amount due since the previous payment being the invoiced amount – excluding VAT, the VAT and including VAT;
- (add other as required)

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3.4.5 Contract change management

3.4.6 Compensation events

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

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

For compensation events to be implemented, the Employer requires the Consultant to sign a compensation event register form. For any payments required as a result of the compensation event, the Consultant is required to submit the signed compensation event register form, at latest, prior to the 15th of the month in which any associated amount should be assessed. This is to allow sufficient time for the Employer to load the associated costs onto its SAP system. It is specifically stated that the *Employer* will not accept any forecasted payments relating to compensation event acceptance.

3.4.7 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Employer will require the Consultant to keep records of hours worked, amounts paid for plant and materials, work subcontracted by the Consultant and equipment.

The Consultant will be required to provide proof of such payments. Proof of paid invoices, payslips etc. must be made available as evidence to the Employer.

3.4.8 Accessibility of persons

The *Consultant* shall ensure that all persons involved in compiling and/or assessing compensation events, disputes and claims are accessible and made available to the *Employer* during discussion and agreement proceedings.

3.4.9 Plan constraints and requirements

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

3.4.10 The Programme

The *Consultant* shows on each Programme which he submits for acceptance the information as stated in PSC Clause 31.2 and 32.1.

In addition, the *Consultant* shows the following:

- Services and work (programmes) of the Sub-Consultant(s).

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- Interfaces between Sub-Consultant(s) as well as the interfaces between Sub-Consultant and the Consultant.
- All activities defined in the Task Order.
- The Plan's revision number.
-

Networks are constructed to reflect the possible (instead of probable) sequences of activities, using resource scheduling to stagger the performance of activities into the most probable sequence.

For the sake of compatibility, the *Consultant* prepares his programme on Primavera P6 Professional R15.2 (.xer file format) (No later than 85 version to be submitted and no earlier version than Professional RB) computerised planning software and utilises it for all planning, progress monitoring and reporting.

Reporting on progress and remaining duration

The method for reporting on activities in progress is by remaining duration, i.e. the time, in working days, needed to complete the activity from the report date. Once an activity has started, the remaining duration is assessed for each update.

Automatic reduction of remaining duration as the report date moves forward is not accepted.

Actual dates

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

Time Now Date

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

3.4.11 Planning constraints and review process

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

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

*Days refers to working days

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- The *Employer's Agent* shall have the above stipulated durations to review the *Consultant's* submissions, utilising suitably qualified and experienced individuals, and to issue all comments on a consolidated Document Comment and Resolution Form (DCRF) to the *Consultant* containing:
 - Comments that are categorised.
 - No repeated nor conflicting comments.
 - Detailed reasons for withholding acceptance.
- The *Consultant* shall have above stipulated durations to analyse and address the *Employer's Agent's* DCRF and to submit his responses to the comments on the DCRF and updated document to the *Employer's Agent*.
- If *Consultant* intervention is required to address NNR comments, the *Employer's Agent* will instruct the *Consultant* within 5 working days after receipt of the NNR comments to:
 - Either perform re-work and correct Defects or
 - Provide support.

3.4.12 Monthly progress reporting

The *Consultant* submits to the *Employer* agent a monthly report following the assessment date, but by no later than the last day of each month. The report contains the following information as a minimum requirement:

- Executive summary. (Narrative identifying major movement within the reporting period.)
- A four-week look ahead work window focussing on *Employer* activities due to start and due for Completion.
- Revised programme for *Employer's Agent* acceptance indicating, actual progress of work against last Accepted Programme.
- Updated "Project List of Applicable Documents" which is a list (table) indicating the "current accepted" revision as well as the status of any later revisions of the specific document. Documentation to be covered by the Task List of Applicable Documents (TLAD) include the following as a minimum:
 - Contract/Task Quality Plan
- List of activities which:
 - were completed during current reporting period, (including the activities of the *Employer* and Others),
 - are in progress (including the activities of the *Employer* and Others),
 - are to be undertaken during the next reporting period per discipline, (including the activities of the *Employer* and Others),
 - Are behind schedule together with an action plan on how the delays are to be rectified.
- Shows results obtained, range of application and validation.
- Shows the relationship of results to previous findings/theories/technological developments.
- Identifies the description of apparatus, operations and data gathering activities.
- Provides descriptions of significant problems that occurred.
- Provides a summary of work performed including recommendations and description of possible impacts.
- Indicates deviations from plan, recorded and analysed.
- Proposed monthly assessment information for the current reporting period.
- Revised activity schedule which indicates projected future cash flow.
- Key issues/items of concern and corrective actions.
- Progress curves.
- Early warning log.
- Compensation event log.
- Critical activities.
- Updated resource schedule and histogram (If changed).

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3.5 Quality management

System requirements

Clause 40.1 requires that the *Consultant* operate a quality management system as stated in the Scope.

- A Quality Assurance Programme that meets the intent of a typical Quality Management System (QMS) that includes a personnel database, process for personnel qualification, certification and authorisation process.
- *Consultant* informs the *Employer* in writing of any proposed changes to the quality management system, staff or resources in order to obtain the *Employer's* agreement prior to implementation of these changes.
- *Consultants* shall be expected to work under a quality management system that is compliant to the requirements of ISO 9001:2015.
- The *Consultant's* authorisation of personnel (including Sub-*Consultant* personnel), as applied in providing the Services, is made available to the *Employer's* Agent.
- The *Consultant* ensures that his staff and Sub-*Consultant* are conversant with the content of the services as defined by the Scope, quality plans, processes, procedures and work instructions and specifications.
- The *Consultant* submits the names of its Sub-*Consultant* s, as required by PSC core clause 24.2, to the *Employer's* Agent, for acceptance at least 4 weeks prior to commencement of work by the Sub-*Consultants*.
- The *Consultant* ensures that any Sub-*Consultant* employed by him implements and maintains a Quality Management System to meet the Quality requirement of the *Consultant* appropriate to the work and things supplied by the *Consultant*, inclusive of the relevant CQMPs and QCPs or that this work is performed under the *Consultant's* Quality Management System.
- The *Employer* reserves the right to, at any time, audit and/or monitor the control between the *Consultant* and Sub-*Consultant*, as well as the performance of the *Consultant's* Sub-*Consultant*. Such audits are done by prior notification to the *Consultant* and in liaison with the *Employer's* Agent.
- On instruction by the *Employer's* Agent, the duly authorised representatives of the *Employer* or the regulatory body are granted access to the *Consultant's* and his Sub- *Consultant* premises/records to monitor compliance with quality requirements and to participate in surveillances and inspections.

3.5.1 Information in the Quality Plan and Policy

Work instruction, Management and Control of Supplier/Contractor Quality Control Plans (QCPs) and Project Quality Plans (PQPs) 240-119088295, describes the management and control of the Supplier/Contractor Contract Quality Management Plan (CQMP) and their subsequent manufacturing and installation Quality Control Plans (QCPs) (where applicable).

3.5.2 Minimum Requirements for a Quality Policy

Demonstrates leadership's dedication to meeting customer and regulatory needs. Aligns quality goals with the organization's mission and vision. Encourages ongoing enhancement of processes, products, and services. Provides a framework for employees to understand and uphold quality standards. Supports certification and compliance with standards like ISO 9001. Ensures the policy remains relevant through regular reviews and updates.

Element	Description
1. Commitment to Quality	A clear statement of the organization's dedication to meeting quality standards.

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2. Customer Focus	Emphasis on understanding and meeting customer needs and expectations.
3. Compliance with Standards	Reference to applicable standards (e.g., ISO 9001) and regulatory requirements.
4. Continuous Improvement	A pledge to continually improve processes, products, and services.
5. Objectives Alignment	Linkage to measurable quality objectives and organizational goals.
6. Leadership Responsibility	Endorsement and accountability by top management.
7. Communication	Statement that the policy will be communicated, understood, and applied.
8. Review Commitment	Assurance that the policy will be reviewed periodically for relevance.

3.5.3 Minimum Requirements of a Quality Plan

A document specifying the work or production activities to be inspected throughout the execution of the project inclusive of test methods, procedures and acceptance criteria. The QCP is sometimes referred to as the Quality Inspection Plan (QIP), Site Implementation Documentation (SID) or Inspection and Test Plan (ITP).

Component	Description
1. Quality Objectives	Clear goals for quality performance aligned with customer and regulatory needs.
2. Scope of the Plan	Defines what the plan covers (e.g., specific project, product, or process).
3. Roles and Responsibilities	Identifies who is responsible for quality-related tasks and decisions.
4. Applicable Standards	Lists relevant standards (e.g., ISO 9001, ISO 15489) and regulatory requirements.
5. Quality Control Measures	Describes inspections, tests, and reviews to ensure quality.
6. Quality Assurance Activities	Preventive actions to ensure processes produce quality outcomes.
7. Documentation Requirements	Specifies records to be maintained (e.g., checklists, reports, audits).
8. Non-Conformance Handling	Procedures for identifying, reporting, and correcting quality issues.
9. Continuous Improvement	Methods for monitoring performance and implementing improvements.
10. Approval and Review	Sign-off by responsible parties and schedule for periodic review.

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)**3.6 The Parties use of material provided by the *Consultant*****3.6.1 *Employer's* purpose for the material**

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

3.6.2 Restrictions on the *Consultant's* use of the material for other work**Confidentiality and Publicity**

- The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980 and the Protection of Information Act 84 of 1982.
- The *Consultant* agrees that neither the *Consultant* nor its employees, Agents or Sub-*Consultants* makes any public statements or release to any third party any information concerning the services without first obtaining the written approval of the *Employer* which is not unreasonably withheld. Requests to release information is co-ordinated through the designated *Employer's* Procurement Manager or the *Employer's* Power Station Manager or as otherwise specified in the Scope.
- The *Consultant* ensures that his employees, Agents and Sub-*Consultants* adhere to these restrictions.

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)**3.6.3 Transfer of rights if Option X 9 applies****Transfer of rights and intellectual property**

All documents and deliverables developed by the *Consultant* for the *Employer* as a result of a process requirement of the *Employer* are owned by the *Employer*. All other intellectual property of the *Consultant* as well as intellectual property created by the *Consultant* on its own in the course of the services shall remain vested in the *Consultant*.

3.7 Management of work done by Task Order

The lump sum amounts and the rates for the *Consultant's* employees as well as the conditions are captured in the contracts with the *Employer* and this will be used as a basis for the placement of Task Orders.

The *Employer* will identify specific professional services work for this contract.

The *Employer* will then package and group the services per discipline and issue Task Orders for individual services to be performed by the *Consultant*.

Lump sum task orders that will be issued by lumps sums / time based.

3.8 Health and safety

If the *Consultant* will be required to work on Eskom premises, such as a power station, where health and safety requirements additional to those prescribed by law apply, as contained in section 4.2.2 to this Scope.

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

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

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

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

The *Consultant* complies with the *Employer's* lifesaving rules as stipulated in Directive, Reference 32-421.

The *Employer* takes a ZERO TOLERANCE stance to violation of these rules:

Rule 1: Open, isolate, test, earth, bond, and/or insulate before touch.

Rule 2: Hook up at heights.

Rule 3: Buckle up.

Rule 4: Be sober.

Rule 5: Permit to work.

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

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

3.8 Procurement**3.8.1 BBBEE and preferencing scheme (BBBEE and Preferential Procurement Policy Framework Act (PPPFA))**

The *Employer* as an organ of state is governed by the Preferential Procurement Regulations 2011 which stated that all contracts for Goods or Services are procured in accordance with a system that is fair, equitable, transparent, competitive and cost-effective.

The *Employer* requires that the *Consultant* provide a BBBEE improvement plan whereby the *Consultant* move to at least a BBBEE level 4 within the next 3 years. The impact of the Amended Codes of Good Practice on the BBBEE scorecard needs to be indicated at time of offer as well as how the organisation plans to overcome

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any challenges or obstacles in order to work on the BBBEE improvement plan for each year of the indicated period of 3 (three) years.

This will be measured in accordance with the requirements of annual verifications done and BBBEE certificates to be provided to the *Employer*.

3.8.2 Skills Development Localisation & Industrialisation Undertaking

The *Consultant* is encouraged to identify skills development such as job shadowing or skills development for each of the identified scopes.

The *Consultant* is also encouraged to utilize Junior Level resources under the lead of a senior. This will enable the transfer of skill thus actively contributing to the Skills development initiative in South Africa.

The suppliers are required to take full responsibility for the total cost of developing the requisite skills.

The *Consultant* must submit a skills development plan for this contract. The skills development plan will form part of the contractual obligations for this scope.

Consultant to indicate number of jobs to be created and / or retained from this contract.

Based on the agreed training methods the professional service provider may employ Work Integrated Learners and/or Candidates (**delete that which is not applicable**) directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The professional service provider shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

The *Consultant* may only place 33% employees employed by him or that of his sub-*Consultants* contributing to the CSDG.

MANAGEMENT

Requirements for Training:

The *Consultant* shall achieve the measurable CSDG by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the Skills Methods as agreed: Work Integrated Learners (Method 3) and/or Candidates (Method 4) as per the Standard in relation to work directly related to the contract or order as indicated under **clause 4.3 in the Standard**.

The professional service provider must ensure all beneficiaries of the Standard are registered with CIDB Skills Development Agency (SDA)

The Format of Communications:

The *Consultant* shall, within 30 days of award of the contract and in the specific format (**Form A2 Baseline Training Plan (PSP)**), submit to the *Employer's* representative a baseline training plan.

The *Consultant* shall submit to the *Employers* Agent:

- an interim contract compliance training report in the specific format (**Form A3 Project Interim Report**) at intervals which do not exceed 3 months; and
- a final contract compliance training report, in the specific format (**Form A5 Project Completion Report**). This report shall, respectively, be submitted within 15 days of; reaching completion, end of the service, the delivery date for all work required or practical completion (in the case of professional service), service, design and construct contracts, and engineering and construction works contracts,.

The Key Personal:

For Structured Workplace Learning for Students or Candidates (Method 3 and Method 4)

The professional service provider shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks,
- b) appoint a suitable mentor as required by the professional body or statutory council.

THE PROVISION OF PROJECT CONTROLS SERVICES IN ORDER TO PROVIDE SUPPORT ON VARIOUS PROJECTS AT KOEBERG NUCLEAR POWER STATION (KNPS)**Management Meetings:**

The *Consultant* shall report to the *Employer's* Representative on the implementation and progress of the CSDG

The Forms for contract administration:

The *Consultant* shall submit to the *Employer's* Representative the following proformas:

- Form A2 Baseline Training Plan
- Form A3 Project Interim Report
- Form A5 Project Completion Report

Records:

The professional service provider shall:

- keep records for students and candidates of the hours worked and registration with the cidb SDA, professional statutory councils (where required) particulars towards compliance with this Standard.
- ensure all the documentation required in terms of clause 4 in the Standard is provided in a timely manner and according to a prescribed format where applicable.
- upon termination of the opportunities provided to satisfy the CSDG, certify the quantum and nature of the opportunity and submit the certificate and counter-certified by the relevant individual, to the *Employer's* representative for record-keeping purposes.

3.8.3 Preferred sub-Consultants

The *Consultant* is required to identify sub-contracting opportunities.

The sub-contracting agreement/s will form part of the contractual obligations.

The *Employer's Agent* wishes for the *Consultant* to only use accredited (registered) *Sub-Consultants* for relevant sections of the service.

The *Consultant* ensures that all his *Sub-Consultants* comply with the *Employer's* requirements in terms of quality, safety and assurance, and seeks the *Employer's Agent* approval prior to appointing any *Sub-Consultants*

3.8.4 Subcontract documentation, and assessment of subcontract tenders

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

3.8.5 Limitations on subcontracting

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

Attendance on Sub-Consultants

This will be subject to the same as *Consultants*.

3.9 Correction of Defects

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

3.10 Working on the Employer's property**3.10.1 Employer's entry and security control, permits, and site regulations**

The requirements for FFD is applicable to *Contractor*, *sub-Contractor*, *Consultant* and *sub-Consultant*.

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3.10.2 Fraudulent Documents

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

3.10.3 False Declarations

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

3.10.4 Fitness for duty management

The *Consultant* adheres to the *Employer's* procedure regarding fitness for duty requirements for vendors and *Consultants* who are required to perform work inside the owner controlled areas of KNPS (335-68). This document is not applicable to visitors. Accesses for visitors are dealt with in KAA-777.

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

The costs for compliance to the *Employers* FFD process is born solely by the *Consultant*.

This includes but not limited:

- Base rate / hourly fee
- Scope of work
- Travel and accommodation
- Materials and resources
- Administrative costs
- Contingency fees
- Taxes and VAT
- Things provided by the *Employer*

The *Employer's* FFD process is designed to only allow the *Consultant'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.

3.10.5 FFD requirements before registration takes place

Information the *Consultant's* employee must supply

- Identification document;
- Work permit (non SA citizens);
- Qualifications;
- Curriculum Vitae (CV);

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- Criminal record history; and Proof of residential address.

Forms that the *Consultant's* employee must sign Pre-placement medical examination;

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

3.10.6 Activities to be performed before the *Consultant's* arrival at the Site

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
	Recruitment & Selection		X		<i>Consultant's own planning</i>	
	ID Document		X	Proof of identification is required before that the <i>Consultant's</i> employee is allowed to register on the FFD system.	<i>Consultant's own planning</i>	The following identification documents are the only documents that shall be accepted as proof of identification. <ul style="list-style-type: none"> • South African Identification Book issued by the Department of Home Affairs. (Green ID) or • Valid Official Passport or • Valid Temporary Identification Document issued by the Department of Home Affairs.
	Proof of Residential Address		X	Proof of residential address is required before that the <i>Consultant's</i> employee is allowed to register on the FFD system.	<i>Consultant's own planning</i>	The proof may not be older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system.
	CV and Qualifications		X	Authenticated qualifications to be presented before registration takes place	<i>Consultant's own planning</i>	<ul style="list-style-type: none"> • CVs of <i>Consultant</i> employees are included in the documents where this is required by the procedure. • The <i>Consultant's</i> employees must be in possession of his/her CV when he/she arrives on site to start the FFD process. • The <i>Consultant</i> is required to verify the authenticity of the qualifications that is required for the work that is to be performed on Site. Eskom retains the right to verify any tertiary qualification that an applicant is required to have to work in a specific discipline. • The <i>Consultant</i> ensures that his employee has the original (or certified copy) of the qualifications when he/she is registered on the FFD system. • Persons not in possession of the qualifications required by the <i>Employer</i> are not considered for employment by the <i>Consultant</i> (in that particular discipline).

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	Criminal History		X	Assessment of criminal history	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> • Terminate Process Hold Point • The criminal history of an applicant shall be assessed before access to the Site is considered. • SA citizens obtain their criminal history reports from the South African Police (SAPS). The report may not be older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system. This service is also available from the <i>Employer's</i> Security section. South African applicants are required to give their consent to the <i>Employer</i> to obtain the relevant information from the SAPS. • Non South African citizens are required to provide proof of their criminal history. The criminal history report from their country's law enforcement agency or INPO (USA citizens only) is dated within three months of their required access date. • Persons with a criminal background that is deemed to be a security risk to the Site are not to be considered for employment by the <i>Consultant</i>. • The <i>Consultant's</i> employee will be in possession of the proof of criminal history when he/she arrives on site to start the FFD process.
	Complete Man Job Spec Form	X	X	<i>Consultant</i> to complete with <i>Employer</i>	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> • The <i>Consultant</i> ensures that an occupational health services job specification form is completed, in conjunction with the <i>Employer</i>, for each of his employees and all signatures are obtained before the health assessment is arranged. • These forms are obtainable from the <i>Employer</i> at Koeberg. The form identifies the work scope, the occupational hazards that the <i>Consultant's</i> employee will be exposed to and the physical attributes that are required for the execution of the tasks. • The <i>Consultant's</i> employee will be in possession of the completed and signed occupational health services job specification form when he/she arrives on site to start the FFD process.
	Drug Test		X	Negative drug test to be presented before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> • Terminate Process Hold Point • <i>Consultant</i> ensures that their employees have been tested for drugs before they arrive on site to start the FFD process. Persons with a positive drug test result are not considered for employment by the <i>Consultant</i>. • Persons with positive drug tests will not be allowed to register for the FFD process. • The <i>Consultant's</i> employees must be in possession of the drug test results when he/she arrives on site to start the FFD process.

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	Health Assessment		X	Medical examination to be presented before registration takes place	<i>Consultant's</i> own planning	<p>Terminate Process Hold Point</p> <ul style="list-style-type: none"> The <i>Consultant</i> ensures that all his employees complete a health assessment before they arrive on site to start the FFD process. The occupational health services job specification form is required by the occupational health practitioner for the health assessment. Applicants that are not declared fit to do the work specified in the occupational health services job specification form are not allowed to register on the FFD system. Health assessments are only performed by <i>Employer</i> registered Occupational Health Practitioners. The health assessment report is not older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system. Persons that are not declared fit to perform the work specified in the occupational health services job specification form are not be considered for employment by the <i>Consultant</i>. The <i>Consultant's</i> employee must be in possession of the medical assessment results and other relevant documentation when he/she arrives on site to start the FFD process.
	Work Permit		X	Work permits to be obtained before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> Terminate Process Hold Point Non South African Citizens are required to be in possession of the relevant Work Permit as required by the Immigration Act before access is considered. Persons not in possession of a valid work permit is not be considered for employment by the <i>Consultant</i>. The <i>Consultant's</i> employee must be in possession of the original work permit when he/she arrives on site to start the FFD process.
	Registration on FFD System	X	X		<i>Consultant's</i> own planning	<ul style="list-style-type: none"> <i>Consultant's</i> employees are registered on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i>. This could be a <i>Consultant</i> employee, if appointed by the <i>Employer</i>. <i>Employer</i> is responsible to arrange this activity. Registration is only performed if the <i>Consultant's</i> employee is in possession of all the documentation required for registration If the <i>Consultant's</i> employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.

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	Training Requirements Form	X	X	<i>Employer and Consultant to supply</i>	<i>Consultant's own planning</i>	<ul style="list-style-type: none"> The scope of each <i>Consultant</i> employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence. All <i>Employer</i> training sessions includes an assessment at the end of each session. Persons that do not pass any training assessments and/or technical assessments as identified for the scope of work are not allowed to continue with the FFD process and shall be required to leave the Site. The <i>Employer</i> identifies any specific training needs of each individual or group of individuals (based on the planned work scope) and ensures compliance to the training requirements identified for the specific duties before access to Site is considered. The <i>Consultant's</i> employee must be in possession of the training requirements form when he/she arrives on site to start the FFD process.
	FFD Bookings	X	X		<i>Consultant's own planning</i>	<ul style="list-style-type: none"> <i>Consultant's</i> employees are booked on the <i>Employer's</i> FFD system by a person appointed by the <i>Employer</i>. This could be a <i>Consultant</i> employee, if appointed by the <i>Employer</i>.
	Asbestos Training		X	Training that the <i>Consultant's</i> employee must complete (only if required)	<i>Consultant's own planning</i>	<ul style="list-style-type: none"> Only if required
	Confined Space Training		X	Training that the <i>Consultant's</i> employee must complete (only if required)	<i>Consultant's own planning</i>	<ul style="list-style-type: none"> Only if required
	Basic Rigging Training		X	Training that the <i>Consultant's</i> employee must complete (only if required)	<i>Consultant's own planning</i>	<ul style="list-style-type: none"> Only if required. The <i>Consultant</i> verifies the validity of prior learning
	Non-Disclosure Agreement		X	All <i>Consultant</i> employees are required to sign a non-disclosure agreement	<i>Consultant's own planning</i>	<ul style="list-style-type: none"> The <i>Consultant</i> ensures that a non-disclosure agreement is signed form is signed by each employee before the person is registered to start the FFD process. These forms are obtainable from the <i>Employer</i> at Koeberg.

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	Security Permit Application	X	X	<i>Employer and Consultant to supply</i>	<i>Consultant's own planning</i>	<ul style="list-style-type: none"> The <i>Consultant</i> ensures that a security permit application form is completed for each employee, before the person is registered to start the FFD process. These forms are obtainable from the <i>Employer</i> at Koeberg. It is important that the form is completed by the <i>Consultant</i> in conjunction with the <i>Employer</i>. The form identifies the security areas that the <i>Consultant's</i> employee is required to enter for the execution of the tasks. The <i>Consultant's</i> employees must be in possession of the security permit application when he/she arrives on site to start the FFD process.
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3.10.7 *Consultant's* medical examinations

A. The following actions are required before *Consultant* leave country of origin:

- All *Consultants* medicals must be done with an external service provider i.e. Occupational Health Practitioner (OHP).
- A Pre-placement / Transfer Medical Examination form needs to be completed by OHP (See attached PDF form).

B. The following documents **MUST** be presented on appointment date:

- Physical medical examination report
- Occupational and medical history
- Vision test
- Audiogram
- Full blood count (only for radiation workers)
- Signed Person job specification form
- Signed GA 14
- Barcode FFD form

C. Appointed Site representatives must book their respective employees via the FFD system.

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

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

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

3.10.8 FFD requirements after registration takes place

Activities to be performed after the *Consultant's* arrival at the Site.
The following actions are required in order to screen staff online:

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The *Consultant's* FFD Site Representative must upload the following documents onto the FFD System, namely:

- Valid copy of passport;
- Valid Work permit for the individual worker;
- Valid Police clearance report from country of origin per individual (not older than 2 months);
- Residential address to be uploaded (address where such a person residing while in the RSA, such as hotel, guest house address)
- As soon as the uploaded information is received, Security will then create profile for the individual.
- On the arrival at site after successful quarantine period has elapsed and the individual is cleared by Medical Services the following steps are required, namely:
 - Enrolment (This involves a finger scan to confirm the identity profile of the person)
 - Final Physical checks of original documents by Security team members in line with Procedural requirements.

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
	Enrolment on FFDSystem	X	X	<i>Consultant's</i> employees shall be enrolled on the <i>Employer's</i> FFD system by the Security Group when they arrive on site.	10 min	<ul style="list-style-type: none"> • A <i>Consultant's</i> employee will not be allowed to attend any further FFD activities if he/she is not enrolled on the FFD system and issued with a bar coded form.
	Drug Test	X	X	All the <i>Consultant's</i> Employees are Required to perform a drug test administered by the <i>Employer</i> . This test will be done notwithstanding the test done by the <i>Consultant</i> .	30 min	<ul style="list-style-type: none"> • The <i>Consultant's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Site and will be denied access for atleast 12 months.
	Criminal History Verification	X	X	All <i>Consultant</i> employees that apply for a security permit to access the Site are required to give consent to the <i>Employer</i> to verify their criminal background. This activity is performed on site by the <i>Employer's</i> Security staff for South African citizens by the taking of a set of finger prints and forwarding same to the SAPS for verification.	30 min	<ul style="list-style-type: none"> • South African citizens who have obtained their criminal records direct from the South African Police are only required to provide the <i>Employer's</i> Security staff with a set of fingerprints, for record purposes. • <i>Consultant</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Site

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	Health Verification	X	X	<i>Consultant</i> employees are required to report to the <i>Employer's</i> Health Services section where the medical examination performed off-site will be verified to ensure that all requirements have been met.	30 min	<ul style="list-style-type: none"> The duration of this activity is approximately 30 minutes
	Induction Training including: <ul style="list-style-type: none"> SAT PAT FME (Generic) Human Performance 	X	X	<p>Site Access Training (SAT) <i>Consultant</i> employees that are required to work outside the protected area of KNPS are required to complete the SAT course before work may commence.</p> <p>Plant Access Training (PAT) <i>Consultant</i> employees who are required to work inside the protected area of KNPS are required to complete the Plant Access Training (PAT) course before work may commence.</p> <p>Foreign Material Exclusion Training (FME) <i>Consultant</i> employees coming to site that require access to FME zones or will perform any hands-on work on the plant are required to complete this training.</p> <p>Human Performance Training (HPT) <i>Consultant</i> employees that are required to work inside the protected area of KNPS shall complete the Human Performance</p>	8 hours	<ul style="list-style-type: none"> Site Access Training (SAT) The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to the protected area of KNPS. <i>Consultant</i> employees that do not successfully complete the SAT course shall not be allowed access to the Site. Plant Access Training (PAT) <i>Consultant</i> employees that do not successfully complete the PAT course are not allowed access to the Site. <i>Consultant</i> employees required to perform work in the intake basin are required to pass the PAT Foreign Material Exclusion Training (FME) <i>Consultant</i> employees that do not successfully complete the FME course are not allowed access to FME zones. Personnel required to perform hands-on work on the plant and for which FME was identified as part of the training requirements that do not complete the FME course successfully are not allowed access to the plant Human Performance Training (HPT) <i>Consultant</i> employees that do not successfully complete the HPT course are not allowed access to Site. <i>Consultant</i> employees required to perform work in the intake basin are required to pass the HPT course.

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				Training (HPT) before work may commence.		
	Induction to Working at Heights / Material Handling	X	X	<i>Consultant</i> employees are required to successfully complete the required Working at Heights / Material Handling training before working at heights or handling material is considered.	8 hours	<ul style="list-style-type: none"> Only if required Failure to successfully complete the Working at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited
	Radiation workers Training	X	X	<i>Consultant</i> employees are required to successfully complete the required radiation worker training before access to radiation zones is considered.	3 days	<ul style="list-style-type: none"> Only if required Failure to successfully complete the radiation training shall result in access to radiation zones being restricted
	Induction to Confined Space	X	X	<i>Consultant</i> employees are required to successfully complete the required confined space training before access to confined spaces is considered.	2 hours	<ul style="list-style-type: none"> Only if required Failure to successfully complete the confined space training will result in access to confined space being restricted
	Induction to Asbestos Training	X	X	<i>Consultant</i> employees are required to successfully complete the required Asbestos training before access to Asbestos zones is considered.	1 hour	<ul style="list-style-type: none"> Only if required Failure to successfully complete the Asbestos training will result in access to Asbestos zones being restricted
	Induction to Basic Rigging	X	X	<i>Consultant</i> employees are required to successfully complete the required Rigging training before rigging work is considered.	8 hours	<ul style="list-style-type: none"> Only if required Failure to successfully complete the Rigging training will result in rigging work being prohibited

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	Supervisor Training	X	X	<i>Consultant</i> employees are required to work as supervisors must successfully complete the required Supervisor training before work is considered.	2.5 days	<ul style="list-style-type: none"> Only if required Failure to successfully complete the supervisor training will result individual being prohibited to do supervision
	Technical assessment: <ul style="list-style-type: none"> Mechanical Machining MC&I Electrical Welding Pipe Fitting Civil TA 4 I&T MSS 	X	X	<i>Consultant</i> employees who are required to perform work of a technical Nature inside the protected area of Koeberg are required to perform technical assessments and be authorized to perform the work that they have been assessed for.	4hrs - 16p 12hrs - 3p 16hrs - 16p 8hrs - 4p 4hrs - 6p 6hrs - 4p 6hrs - 4p 8hrs - 4p	<ul style="list-style-type: none"> Only if required The <i>Employer</i> is responsible to indicate the work that the <i>Consultant's</i> employee will be performing on the Site. <i>Consultant</i> employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Site. The duration of this activity depends on the type of work discipline and scope and is between 4 hours and twodays.
	Final acceptance and issuing permit	X	X	All required FFD requirements are completed successfully before final acceptance is processed and a security permit is issued by the Security Group.	30min	<ul style="list-style-type: none">

3.10.9 Exit procedure

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

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

People restrictions, hours of work, conduct and records

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

3.10.10 Site hours

Employer working hours are:

Mon-Thu: 07h30 - 16h35

Fri: 07h30 - 13h35

The *Consultant* takes due cognizance of the *Employer's* working hours whilst providing the Service.

3.10.11 Security check points

- Prior to access to site, the *Consultant* passes through various security check points, viz. Entrance at the R27 access gate, entrance at the Duynfontein entrance and at Access Control Point 1 (ACP-1).

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- All temporary worker/visitor's permits are issued at ACP-1.

3.10.12 Security

- All the *Consultant's* personnel are subject to, and conform to the *Employer's* and, where applicable, to the *Employer's* Power Station's security system and processes.
- If requested by the *Employer*, the *Consultant* furnishes the *Employer* with the curriculum vitae, security records, police clearance and credit checks, and where applicable, medical records and radiation exposure histories of all *Consultant* personnel.
- A valid SA identity document or a valid passport in respect of foreign nationals is required for a security permit to gain access to the *Employer's* premises.
- The violation of any security measures results in the withdrawal of security access permits.
- The *Consultant* remains responsible for the retrieval and return of all the *Employer's* security access permits upon expiry of the contract. A minimum cost of R50,00 per security access permit is levied on the *Consultant*, should permits not be returned upon expiry of the contract.
- The *Consultant* ensures that all employees complete an exit process on their final day of employment at the *Employer's* site.

3.10.13 Vehicles and tool/equipment (as applicable)

All equipment and tools are subject to a security screening before it is allowed on the site.

- All equipment and tools are listed and specified before they are brought on site. This list serves as evidence for removal permits.
- *Employer* transport is not available to *Consultant* employees and vehicles are only allowed on site, if justified to the *Employer* that such a vehicle is necessary to provide the Services.
- Vehicle access permits, when approved by the *Employer*, are obtained from the *Employer's* Protective Services section.
- The *Consultant* ensures that no passengers are transported on the back of LDV's (bakkies) or trucks within the boundaries of the *Employer's* property which starts at the Public Exclusion Barrier (PEB) entrances at the R27 and Duynefontein. Failure to adhere will result in access onto the *Employer's* property being denied.

3.10.14 Road traffic regulations

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

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- Speed limits displayed on Koeberg's property must be complied with as they are legally enforceable. The speed limit on site is 35 km/h.
- Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried.

3.10.15 Prohibited/unauthorised items on site

In terms of the National Key Point Act 102 of 1980, the Site was a declared National Key Point (NKP). The National Key Point Act requires and empowers the owner of the National Key Point (Power Station Manager), to implement measures that will ensure the security of the National Key Point. The National Key Point area at the power station is the area within the protected area barrier (ACP 2 inwards).

One such security measure is procedure KAA-777 Revision 4 (Process for access to Koeberg Nuclear Power Station). The procedure stipulates that the following items are prohibited from being brought onto *site*, unless specifically authorised:

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

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

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

3.10.16 Work in the radiological controlled zone (as applicable)

Where applicable

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

3.10.17 Medical and Hygiene Services

Health Services will conduct occupational health surveillance for *Consultants* namely:

- 8.2.14.1 Physical Examinations;
- 8.2.14.2 Random drug testing;
- 8.2.14.3 Biological Monitoring;
- 8.2.14.4 Heat stress certification;
- 8.2.14.5 Personal exposure monitoring.
- 8.2.14.6 Limited primary health care services are available from 13h00 to 14h00 daily in the event of staff falling sick at work. Written permission from the supervisor will be required.
- 8.2.14.7 Health services will respond to medical emergencies during normal working hours. The Fire and Rescue team will provide this function after hours.

3.10.18 Permit to Work (PTW)

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

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3.10.19 Emergency mustering and accountability and evacuation

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

3.11 Cooperating with and obtaining acceptance of Others

3.11.1 Co-operation with Others and standard of the services

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 *Consultant*:

- Shares the site with others and always maintains a harmonious relationship 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 *Consultant* believes should be performed by him in keeping with sound professional practice.
- Notifies the *Employer* of any matter that the *Consultant* 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 *Consultant* 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*.
- The *Consultant* employs in and about the Provision of the Service 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 *Consultant* to remove from the *services*, forthwith, any person employed by the *Consultant* in or about the Provision of the Works who, in the opinion of the *Employer*, misconducts 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 *Consultant*, in and about the Provision of the Services, provide evidence of skills assessment (including qualifications) for all his staff. *Consultant* project manager, QC and supervisors are required to present SAQA approved certificates (or equivalent), for the position that they fulfil. Any personnel that do not meet the panel requirements will have their access to site revoked. For mechanical projects, the *Consultant* must demonstrate ASME construction and maintenance/testing skills, knowledge and oversight.
- All work is performed by suitably qualified and experienced individuals. The *Consultant* demonstrates to the *Employer*, for his acceptance, that the assigned persons fulfil these requirements and submits a brief CV of each engineer in and about the Provision of the Works. If design work is carried out in jurisdictions where engineering work is governed by a formal professional body, the engineers taking responsibility for the work must be registered as professional engineers with that body.
- The *Consultant* ensures that the *Consultant's* employees are reasonably fluent in the language of the contract.
- The *Consultant* 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.

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- Key personnel
 - The *Consultant* 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.
 - *Consultant* supervisors are deemed to be key people and are dedicated to each project.
- The *Consultant* provides orientation and technical training 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.
- All Radiation workers comply with such radiation protection standards as is required by the *Employer*.
- The *Consultant* regularly reports person hours worked to the *Employer* on a monthly basis.

3.11.2 Ethics

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

3.11.3 Confidentiality and Publicity

- The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980 and the Protection of Information Act.
- The Parties agree that neither Party nor its employees, agents shall make any public statements or release to any third party any information concerning the *services* without first obtaining the written approval of the other Party which is not unreasonably withheld. Requests to release information is co-ordinated through the designated *Employer's* Procurement Manager or the *Employer's* Power Station Manager or as otherwise specified in the *Services* as well as through the *Consultant's* representative designated by the *Consultant*.
- The Parties shall ensure that their employees, agents and Sub *Consultants* adhere to these restrictions.

3.11.4 Dealings with authorities and obtaining permits

- The Parties are separately responsible for all dealings with government and local authorities relating to its' role in terms of the contract and obtains and maintains at its' own expense such permits, licenses and authorisations as maybe required in this regard.
- It is expressly agreed that the *Employer* is responsible for dealing with the National Nuclear Regulator.

3.11.5 Co-ordination with work of Others

The *Employer* co-ordinates the execution of the *Consultant's* work with the work of others on site. The *Consultant* co-operates with and does not delay, impede or otherwise impair the work of others.

3.11.6 Specific Laws and Regulations to be complied with

- The *Consultant* at his own expense complies with the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, the Protection of Information Act 84 of 1982 and in general with all laws, regulations, byelaws and requirements of local and other authorities which may be applicable to the *services* and as amended or replaced.

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- The *Consultant* complies with the *Employer's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* facilities from time to time.
- At the site the *Consultant* is at all relevant times under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above two clauses hereof. Notwithstanding the afore said, this does not in any way relieve the *Consultant* of his obligation to comply with the relevant legislation, should the *Employer's* Power Station Manager fail to act in any specific manner which makes him or the *Employer* liable in any way whatsoever.
- The *Consultant* at its own expense complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Consultant* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Consultant's* transgression of the Act.
- Where applicable, the *Consultant* complies with all relevant labour legislation and applies to the Ministerial Determination for working hours and obtains approval prior to the commencement of any work on site. The *Consultant* submits the approval to the *Employer* for acceptance.

3.11.7 Environment

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

3.11.8 Health and safety

- The *Consultant* complies with the *Employer's* SHE specification.
- All work carried out by the *Consultant*, is done in strict accordance with all relevant safety Laws and procedures.
- The *Consultant* supplies Personal Protective Equipment (PPE) for its employees. A hard hat, safety boots, ear plugs and safety glasses are mandatory safety equipment at the Site.
- This is priced separately as a compulsory activity under for each Task Instruction

3.11.9 Quality Assurance

The *Consultant* complies with the requirements listed in this document and specific quality requirements that are as per the specifications given.

- The *Employer's* standard for quality is ISO 9001:2015, **quality management system (QMS)**.

3.12 Limits of authority

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

3.13 Things provided by the *Employer*

3.13.1 Electric power supplies

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

3.13.2 Canteen and snack bar

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

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3.13.3 Restroom Facilities and Vending

- Toilets and showers are available and may be used by the *Consultant* with prior approval by the *Employer*.

3.13.4 Telephones

- No private cellular or mobile phones are allowed inside ACP-2 boundary.

3.13.5 Office Facilities

Where provided by the *Employer*:

- The *Consultant* is liable for any damage incurred to the *Employer's* facility during the period of occupation by the *Consultant*.
- The *Consultant* submits a facilities checklist to the *Employer* for acceptance, prior to occupation and again upon departure, which serves as proof of any damage to the *Employer's* facility.
- All expenses incurred by the *Employer* in the event of the *Employer* having to perform repairs, at a fee that is in line with the current building tariffs, are for the *Consultant's* account.

3.14 Things provided by the Consultant

3.14.1 Office Facilities and other

The *Consultant* will provide all things at the *Consultants* cost to deliver the *Service*, such as but not limited to:

- Office and facilities
- Tools and equipment
- Consumables
- Things linked to staff re-imbursement

3.15 Cataloguing requirements by the Consultant

Not applicable

4. List of drawings

4.1 Drawings issued by the Employer

Not applicable

5. References

General

Reference	Alternative Reference	Description
240-119905670		Nuclear Operational Project Life Cycle Model Subset Procedure
240-78635659		Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Govt Gazette
335-2		Koeberg Nuclear Power Station Management Manual
335-67		Fitness For Duty Requirements for the Koeberg Site
335-68		Fitness for Duty Process Requirements for Work to be Performed Inside the Owner Controlled Area of Koeberg Power Station
Act 1 of 1999		Government Gazette No.37042, amendments to the Treasury Regulations under the Public Finance Management Act (PFMA), Act No. 1 of 1999

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Reference	Alternative Reference	Description
Act 102 of 1980		National Key Points Act 102 of 1980
Act 45 of 2003		Revenue Laws Amendment Act 45 of 2003
Act 49 of 1999		National Nuclear Regulatory Act
Act 75 of 1997		Basic Conditions of Employment Act No. 75 of 1997
Act 84 of 1982		Protection of Information Act 84 of 1982
Act 89 of 1991		Value Added Tax Act, no 89 of 1991
Act 92 of 1982		Nuclear Energy Act
Gazette Notice 48495		Implementation of the Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice 48495 of 28 April 2023
KAA 611		Emergency Mustering, Accountability and Evacuation
KAA-777		Process for access to Koeberg Nuclear Power Station
KSA-011		The requirements for controlled documents
KSA-109		Requirements for access authorisation to Koeberg Nuclear Power Station.
KSA-119		Management and control of supplemental workers Koeberg Nuclear Power Station
NIL-01 (Variation 21)		Nuclear Installation Licence No. NIL-01 (Variation 21)
PPR-2011		Preferential Procurement Regulations 2011
PSC3		NEC3 Professional Services Contract (PSC3)
PSC3-GN		NEC3 Professional Services Contract Guidance Notes (PSC3-GN)
RD-0034		Quality and Safety Management Requirements for Nuclear Installations
Rev to be advised		Planning And Programming Quick Reference Guide
Rev to be advised		KOU Corrective Action Programme (CAP)

Security and Fitness for Duty

Reference	Alternative Reference	Description
335-68		Fitness for Duty Requirements for Work to be performed Inside the Owner Controlled Area of Koeberg Nuclear Power Station.
Act 101 of 1965		Medicine and Related Substance Control Act 101 of 1965,
Act 102 of 1980		National Key Points Act
Act 13 of 2002		Immigration Act, Act 13 of 2002 [Public Document – not supplied]
Act 84 of 1982		Protection of Information Act 84 of 1982 [Public Document – not supplied],
KAA-611		Emergency Mustering, Accountability and Evacuation
KAA-777		Process for Access to Koeberg Nuclear Power Station
KFA-077		Koeberg Nuclear Power Station Supplemental Personnel Training Waiver
KFV-SR-004		Occupational Health Services Job Specification
KSA-062		Reactor Building Access Requirements
KSA-109		Requirements for Access Authorisation to Koeberg Nuclear Power Station
KSA-119		Management and Control of Supplemental Workers Koeberg Nuclear Power Station.
KSA-137		Training Requirements And Competence Criteria For Supplemental Personnel Requiring Access To Koeberg

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SHE Management Services

Reference	Alternative Reference	Description
240-111018542		Determining of Construction Work Form
240-62196227		Eskom Life Saving Rules Standard
240-62989893		Vehicle Accident Reporting form,
240-77046688		Employers Investigation Report
32-136		Construction safety, Health and Environmental management
32-421		Management Directive Eskom cardinal rules
32-95		Environmental, Occupational Health and Safety Incident Management Procedure.
Act 107 of 1998		National Environmental Management Act 107 of 1998
Act 130 of 1993		Compensation for Occupational Injuries and Diseases Act 130 of 1993
Act 46 of 2000		Guideline for Services and Processes for Estimating for Persons Registered in terms of the Engineering Profession Act, 2000, (Act N° 46 of 2000)
Act 61 of 2003		National Health Act 61 of 2003,
Act 75 of 1997		Basic Conditions of Employment Act 75 of 1997.
Act 85 of 1993		Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
AI-040		Control of Nuclear Portfolio Excavation
CR 2014		Construction Regulation 2014,
DSG 318-087		Quality requirements for the procurement of assets, goods and services.
EPC 32-136		Construction safety, Health and Environmental management
Gazette No. 23108		Asbestos Regulations, 2001, ("Asbestos Regulations")
ISO 14001:2004		Principles, systems and support techniques
ISO 14001:2015		Environmental Management Systems
ISO 14004:2004		Environmental management systems - General guidelines on
ISO 45001:2018		Occupational Health and Safety Management Systems
KAA-501		Project Management Process for Koeberg Nuclear Power Station Modifications.
KAA-611		Emergency Mustering, Accountability and Evacuation
KAA-632		ALARA Programme
KAA-768		Safety, Health and Environmental Risk Assessment and Programme
KAA-785		Safety, Health and Environmental Audits at Koeberg Nuclear Power Station
KAE-012		Hazardous and non-hazardous waste and scrap disposal.
KFV-SR-054		Construction Safety Health And Environmental Approval Checklist
KFV-SR-055		Non-Construction Work Approval Checklist
KG-096		Critical Task Guide.
KGA-067		Safety, Health and Environmental Audits at Koeberg Nuclear Power Station
KGA-073		Safety, Health and Environmental Risk Assessment Guide
KGA-094		Event Investigators Guide
KSA-069		SHE Specification Guideline
KSA-132		Lifting and Rigging Requirements
KSA-148		
KSM-031		Scaffolding Program
MANDIR 009		Personal Protective Equipment Code for the Koeberg Operating Unit.
OHSAS 18001:2007		Occupational health and safety management standard
RD-0034		Quality and Safety Management Requirements for Nuclear Installations

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Reference	Alternative Reference	Description
KSA-069		Foreign Material Exclusion

Project Records and Document Administration Services

Reference	Alternative Reference	Description
238-10		Nuclear Division Quality and Assurance Manual
238-6		Document and Records Management Requirement
238-8		Nuclear Quality Safety Manual
240-43723778		Records Retention Matrix
240-56296995		Standard for Records Retention Periods
240-89284686		Locating Technical Information in the KOU
240-89294359		Nuclear Safety Seismic Environmental Quality and Importance Classification
32-1		Document and Records Management Policy
32-4		Document template
32-6		Eskom Document Management Procedure
32-83		Nuclear Management Policy
32-9		Definition of Eskom Documents
36-1		Standard for Management System Documents, Correspondence and Records
36-197		Koeberg Basis Licence Manual
36-2		Writing and Controlling Management System Documents
Act 84 of 1982		Protection of Information Act
DSG 318-087		Quality requirements for the procurement of assets, goods and services.
KAA-500		The Process for Controlled Procedures
KAA-501		Project Management Process for Koeberg Nuclear Power Station Modifications.
KAA-830		Process for Management of Quality Records
KSA-011		Requirements for Controlled Documents
KSA-038		The Requirements for Records Management
RD-0034		Quality and Safety Management Requirements for Nuclear Installations

Planning and Scheduling Services

Reference	Alternative Reference	Description
240- 96807626		Project Controls – PCM Procedure
240-100224104		Project Controls – Planning and Scheduling Standard
240-119091199		NPM Planning and Scheduling
240-119092296		NPM Work Management Process
240-61381543		Standard for Schedule Development & Maintenance
240-83561037		Reporting and data requirements specification for Contractors
Act 36 of 2002		Planning Profession Act 36 of 2002
Act 46 of 2000		Guideline for Services and Processes for Estimating for Persons Registered in terms of the Engineering Profession Act, 2000
Act 48 of 2000		Project and Construction Management Act, 48 of 2000 [Public Document – not supplied]

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KAA-501		Project Management Process for Koeberg Nuclear Power Station Modifications.
KAA-667		Processing a permit to work
KLA-023		Outage Preparation Milestone Checklist
KSA-143		The Koeberg Primavera Control and Management Standard

Cost Controls services

Reference	Alternative Reference	Description
32-104		Foreign exchange control policy.
Act 45 of 2003		Revenue Laws Amendment Act 45 of 2003. [Public Document – not supplied]
Act 46 of 2000		Guideline for Services and Processes for Estimating for Persons Registered in terms of the Engineering Profession Act, 2000
Act 48 of 2000		Project and Construction Management Act, 48 of 2000 [Public Document – not supplied]
Act 49 of 2000		Quantity Surveying Profession Act 49 of 2000
Act 89 of 1991		Value Added Tax Act [Public Document - not supplied]
DSG 318-087		Quality requirements for the procurement of assets, goods and services.
GGP 0215		Accounting Treatment of Plant Replacement and Renewal
KAA-501		Project Management Process for Koeberg Nuclear Power Station Modifications.
RD-0034		Quality and Safety Management Requirements for Nuclear Installations

Quality Assurance Management Services

Reference	Alternative Reference	Description
238-102		Quality Management Requirements for Nuclear Supplies Level 2
239-PCG-015		
239-PMM-001		
240-119086005		Nuclear Project Management (NPM) Integrated Management System (IMS) programme
240-119088295		Management and Control of Supplier/Contractor Quality Control Plans (QCPs) and Project Quality Plans (PQPs)
36-188		Quality Management Manual for Nuclear Generation
ASME NQA-1		American Society of Mechanical Engineers Nuclear Quality Assurance-1
DSG318-087		Quality requirements for the procurement of assets, goods and services
IAEA GSR Part 2		International Atomic Energy Agency (IAEA) - Leadership and Management for Safety
IAEA SSG-048		Ageing Management and Development of a Programme for Long Term Operation of Nuclear Power Plants
IAEA-TECDOC-1910		Quality Assurance and Quality Control in Nuclear Facilities and Activities: Good Practices and Lessons Learned
ISO 10006:2017		Quality management - Guidelines for quality management in projects
ISO 19011:2002		Guidelines for quality and/or environmental management systems auditing
ISO 19011:2018		Guidelines for Auditing Management
ISO 19443		Quality management systems — Specific requirements for the application of ISO 9001:2015 by organizations in the supply chain of

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Reference	Alternative Reference	Description
		the nuclear energy sector supplying products and services important to nuclear safety (ITNS)
ISO 9001		Quality Assurance
ISO 9001		Quality Management Systems
ISO 9001:2008		Quality management systems — Requirements
ISO 9001:2015		Quality Management Systems
ISO/TC 85		Technical Committee 85 of the International Organization for Standardization (ISO)
KAA-501		Project Management Process for Koeberg Nuclear Power Station Modifications.
KSA-049		Koeberg Training Standard
NQA-1:1994		Quality Assurance Requirements for Nuclear Facility Applications
PCG-001		NPM Training procedure
RD-0034		Quality and Safety management requirements for Nuclear Installations
RG-0027		Regulatory Guide Ageing Management and Long Term Operations of Nuclear Power Plants