



## NEC3 Professional Services Contract (PSC3)

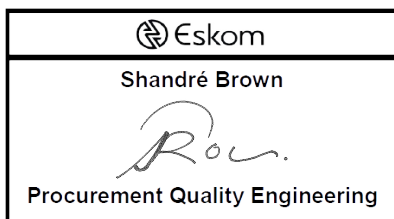
Contract between Eskom Holdings SOC Ltd  
(Reg No. 2002/015527/30)

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

for Engineering study and performance of an ASME  
Section XI and OM Code update for Koeberg Nuclear  
Power Station's 5<sup>th</sup> Interval In-Service Inspection  
Programme

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

CONTRACT No. [Insert at award stage]



2025-09-01

## 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	[•]

## 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:

### **Engineering study and performance of an ASME Section XI and OM Code update for Koeberg Nuclear Power Station's 5<sup>th</sup> Interval In-Service Inspection Programme**

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	<b>R</b>
Value Added Tax @ 14% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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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)

Capacity

**for the  
Employer**

(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.

## 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) _____	(Insert name and address of organisation) _____
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 PSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X9: Transfer of rights
		X10: <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Represented by	[•]
	Tel No.	[•]
11.2(9)	The <i>services</i> are	Engineering study and performance of an ASME Section XI and OM Code update for Koeberg Nuclear Power Station's 5th Interval In-Service Inspection Programme
11.2(10)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Minutes of Early Warning Meetings</li> <li>• Decisions resulting from risk reduction meetings</li> </ul>
11.2(11)	The Scope is in	Part 3: Scope of Work
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 and [www.ecs.co.za](http://www.ecs.co.za)

13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>
13.6	The <i>period for retention</i> is	<b>Five (5) years following Completion or earlier termination.</b>

## 2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>	
		<b>1</b>	<b>Site</b>	<b>The <i>starting date</i></b>
		<b>2</b>	<b>Documentation</b>	<b>The <i>starting date</i></b>
		<b>3</b>	<b>Employer's Personnel</b>	<b>The <i>starting date</i></b>

## 3 Time

31.2	The <i>starting date</i> is.	As per first accepted program		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	As per first accepted program		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>		<b>key date</b>
			<b>Scope of Work (Sections)</b>	
		1	Submission of meeting minutes for <i>Employer's</i> acceptance.	As per first accepted program.
		2	Submission of an acceptable Design Input Log for <i>Employer's</i> acceptance	As per first accepted program
		3	Submission of an acceptable report, documenting the review and impact of US NRC regulatory requirements on KNPS (ASME Section XI), for <i>Employer's</i> acceptance	As per first accepted program
		4	Submission of an acceptable report, documenting the ASME XI Code comparison for <i>Employer's</i> acceptance.	As per first accepted program
		5	Submission of an acceptable report, documenting the Risk Informed update, for <i>Employer's</i> acceptance.	As per first accepted program
		6	Submission of an acceptable report, documenting the ISI Code Case Review, for <i>Employer's</i> acceptance.	As per first accepted program
7	Submission of an acceptable updated ISIPRM document, for <i>Employer's</i> acceptance			

		<p><b>8</b> Submission of an acceptable updated ISTPRM document, for <i>Employer's</i> acceptance</p> <p><b>9</b> Submission of an acceptable memorandum, documenting the impact of US NRC regulatory requirements on KNPS (ASME OM), for <i>Employer's</i> acceptance</p> <p><b>10</b> Submission of an acceptable report, documenting the ASME OM Code comparison for <i>Employer's</i> acceptance.</p> <p><b>11</b> Submission of an acceptable report, documenting the IST Code Case Review, for <i>Employer's</i> acceptance</p> <p><b>12</b> Submission of an acceptable report for document revision control, for <i>Employer's</i> acceptance.</p> <p><b>13</b> Submission of a report, documenting that the SD&amp;L requirements have been met.</p>	<p>As per first accepted program</p> <p>As per first accepted program</p> <p>As per first accepted program</p> <p>As per first accepted program</p> <p>As per first accepted program</p>
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>Four (4) weeks of the Contract Date.</b>	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>Four (4) weeks.</b>	
<b>4</b>	<b>Quality</b>		
40.2	The quality policy statement and quality plan are provided within	<b>Two (2) weeks of the Contract Date.</b>	
42.2	The <i>defects date</i> is	<b>Eighteen (18) months after Completion of the whole of the services.</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	<b>between the 25th and 24th day of each successive month.</b>	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<b>Item</b>	<b>Amount</b>



		<p><b>Accommodation</b></p> <p>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).</p> <p><b>Flights</b></p> <ul style="list-style-type: none"> <li>• Local flights –travel on economy class</li> <li>• International flights – travel on economy class</li> <li>• No business or first class travel is allowed.</li> </ul> <p><b>Car Hire</b></p> <p>Group B or an equivalent class. Group B vehicles contain the following specifications:</p> <ul style="list-style-type: none"> <li>• 5 Doors</li> <li>• Manual</li> <li>• Air Conditioning</li> <li>• Radio/CD</li> <li>• Power Steering</li> <li>• Airbags</li> <li>• Central Locking</li> <li>• ABS</li> </ul> <p><b>Airport parking charges, toll fees and taxis</b></p> <p>At cost</p>
		<p>The above is in terms of :</p> <ul style="list-style-type: none"> <li>• Government Gazette No.37042 dated 15 November 2013,</li> <li>• Treasury Regulations (published under Government Notice R225 of 15 March 2005,as amended)</li> <li>• Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Govt Gazette (Ref : 240-78635659, latest Revision)</li> </ul>
51.1	The period within which payments are made is	Thirty (30) days after receipt of valid TAX invoice.
51.2	The <i>currency of this contract</i> is the	South African Rand

51.5 The *interest rate* is

the publicly quoted prime rate of interest charged by Standard Bank of South Africa Limited at the time an amount payable in SA Rand was due;

and

Tenderer to propose and indices and the calculation.

<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>7</b>	<b>Rights to material</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>8</b>	<b>Indemnity, insurance and liability</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>81.1</b>	<b>Insurance</b>	Refer to Z12 - Insurance
<b>82.1</b>	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
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	
<b>21.3</b>	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals of no longer than	<b>Four (4) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
<b>W1.1</b>	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) and whose availability he has confirmed to act as the Adjudicator. The other Party selects 1 (one) of the 2 (two) nominees to be the Adjudicator within 4 (four) days, failing which the person chosen by the first party will be the Adjudicator. The parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract. If the Parties do not agree on an Adjudicator, the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
<b>W1.2(3)</b>	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
<b>W1.4(2)</b>	The <i>tribunal</i> is:	arbitration

W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"><li>• if the Parties cannot agree a choice or</li><li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li></ul>	<p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>Cape Town, South Africa</p> <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>									
12	Data for secondary Option clauses										
X1	Price adjustment for inflation										
X1.1	<p>The index is</p> <p>The staff rates are</p>	<p>Will be determined after contract placement</p> <p>Fixed at the Contract Date and are not variable with changes in salary paid to individuals</p>									
X2	Changes in the law										
X2.1	<p>The law of the project is</p>	<p>South African law.</p>									
X3	Multiple currencies										
X3.1	<p>The <i>Employer</i> will pay for these items or activities in the currencies stated</p>	<p>Items &amp; activities</p> <p>As per activity schedule.</p> <p>[•]</p> <p>[•]</p>	<table><tr><th>Other currency</th><th>Maximum payment in other currency</th></tr><tr><td>?</td><td>?</td></tr><tr><td>[•]</td><td>[•]</td></tr><tr><td>[•]</td><td>[•]</td></tr></table>	Other currency	Maximum payment in other currency	?	?	[•]	[•]	[•]	[•]
Other currency	Maximum payment in other currency										
?	?										
[•]	[•]										
[•]	[•]										
X3.1	<p>The <i>exchange rates</i> are those published in</p>	<p>19 April 2024</p> <p>The items &amp; activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Consultant</i></p>									
X9	Transfer of rights										
X10	The <i>Employer's Agent</i>										
X10.1	<p>The <i>Employer's Agent</i> is</p> <p>Name:</p> <p>Address</p>	<p>Mubeen Dollie</p> <p>Eskom Holdings SOC Limited Koeberg Nuclear Power Station R27 off West Coast Road Melkbosstrand 7441</p>									

	The authority of the <i>Employer's Agent</i> is	<b>+27 21 550 4344</b>
<b>X11</b>	<b>Termination by the <i>Employer</i></b>	<b>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.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.00 (Zero Rand)</b>
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:	<b>The total of the Prices</b>
X18.3	The <i>end of liability date</i> is	<b>five years after Completion of the whole of the services/task order.</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

## **Z1 Cession delegation and assignment**

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

## **Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Consultant's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Consultant's* B-BBEE status, the *Consultant* notifies the *Employer* within seven days of the change.
- Z3.2 The *Consultant* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z3.3 Where, as a result, the *Consultant's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Consultant's* obligation to Provide the Services.

- Z3.4 Failure by the *Consultant* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in core clause 91. The payment on termination includes a deduction of the forecast of the additional cost to the *Employer* of completing the whole of the *services* in addition to the amounts due in terms of core clause 92.1.

## **Z4 Confidentiality**

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

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

## **Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Employer* should have notified the event to the *Consultant* but did not".
- Z7.2 Add to core clause 62.3, "The *Employer's Agent's* reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*."
- Z7.3 Add to core clause 62.5, "The *Employer's Agent* notifies the *Contractor* if the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor's* quotation.

**Z8      *Employer's limitation of liability***

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

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

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

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

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

**Z11      *Ethics***

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

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

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

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

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

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

## **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**

<b>Insurance against</b>	<b>Minimum amount of cover</b>	<b>For the period following Completion of the whole of the services or earlier termination</b>
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>	The Prices at the Contract Date	<b>Eighteen (18) months after Completion of the whole of the services.</b>
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><b><u>Loss of or damage to property:</u></b> 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><b><u>Bodily injury to or death of a person:</u></b> The amount required by the applicable law.</p>	<b>Eighteen (18) months after Completion of the whole of the services.</b>
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	<b>Eighteen (18) months after Completion of the</b>

		<b>whole of the services.</b>
--	--	-------------------------------

81.3 The *Employer* provides the insurances stated in the Insurance Table B.

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *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**



Not applicable

## C1.2 Contract Data

### Part two - Data provided by the *Consultant*

[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)<sup>2</sup> 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	The <i>Consultant</i> is (Name):  Address  Tel No.  Fax No.	
22.1	The <i>key people</i> are:  <b>Please insert the name, job, responsibilities, qualifications, and experience of its key people. Provide for additional key persons if necessary</b>  <b>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)</b>  1 Name:  Job:  Responsibilities:  Qualifications:  Experience:  2 Name:  Job  Responsibilities:  Qualifications:  Experience:	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or [www.ecs.co.za](http://www.ecs.co.za)

Only if required		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 <b>Note: The listing of risks on the Risk Register does not have the effect of fixing either of the parties with any particular risk</b>		
11.2(13)	The <i>staff rates</i> are:	name/designation	rate
	Either complete here or cross refer to a schedule in Part C2.2		
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>  1  2  3	<b>access date</b>
A	<b>Priced contract with activity schedule</b>		
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	R (in figures)  (in words), excluding VAT	

# C1.3 Forms of Securities

**Not applicable**

**PART 2: PRICING DATA**  
**PSC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

Option A is a lump sum form of contract where the work to be done is broken down into well defined activities each listed in the *activity schedule* and priced by the tendering consultant as a lump sum. (See clause 11.2(18)).

Only completed activities which are without Defects are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date. (See clause 11.2(15)).

The *activity schedule* may change after the Contract Date as a result of compensation events. (See clause 11.2(14)).

### Function of the Activity Schedule

The Activity Schedule is only a pricing document. Clause 53.1 in Option A states: "Information in the Activity Schedule is not Scope". Specifications and descriptions of the service or any constraints on how it is to be done are included in the Scope and per Clause 21.1, "The *Consultant* Provides the Services in accordance with the Scope" and therefore not in accordance with the Activity Schedule.

### Link to the programme

Clause 31.4 states that "The *Consultant* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering consultant will develop a high level programme first then resource each activity on the programme and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

### Preparing the activity schedule

Generally it is the tendering consultant who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The description of each activity must be sufficient to determine exactly what work is included within it and to know when it has been completed.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Consultant* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Consultant*:

- Has taken account of the guidance given in the PSC3 Guidance Notes;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on each programme which he submits for acceptance by the *Employer*;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the Contract Date, as well as correct Defects except correcting a Defect for which the *Consultant* is not liable;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

However, the *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

## **Expenses**

*Expenses* are not included in the *activity schedule* items and are assessed separately at each assessment date, unless an additional condition of contract (Z clause) is included which requires that expenses be included within activity Prices and not paid separately.

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

Rate adjustment for inflation of *expenses* is explained in the PSC3 Guidance Notes.

## **Staff rates**

When a compensation event occurs changes to the affected Activity Schedule item or new priced items in the Activity Schedule are assessed as the actual Time Charge for work already done and the forecast Time Charge for work not yet done. (See clause 63.1 and 63.14 in Option A)

The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract. (Clause 11.2(13))

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

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

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

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

## C2.2 the *activity schedule*

### 1. The *staff rates* are:

No.	Designation (or category) or name of staff member	Rate per hour excluding VAT

### 2 Activity Schedule

Item No.	Programme Reference	Activity description	Price (excl VAT)
1		Generate and Maintain a Design Input Log	
2		Conduct a Review of United States Regulatory Requirements for Section XI Implementation	
3		Perform an ASME XI Code Comparison	
4		Perform a RI-ISI Period and end of Interval Review	
5		Perform a Review of Applicable ASME XI Code Cases	
6		Generation of In-Service Inspection Programme Requirements Manual (ISIPRM)	
7		Generation of the In-Service Testing Programme Requirements Manual (ISTPRM) including mandatory appendices II and IV	
8		Conduct a Review of United States Regulatory Requirements for ASME OM Code Implementation	
9		Perform an ASME OM Code Comparison	
10		Perform a Review of Applicable ASME OM Code Cases	
11		Control of Project Generated Documentation	
12		ISIP Skills Transfer and Training	
		<b>Total of the Prices</b>	



## PART 3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S SCOPE

### Contents

#### 1 Description of the services

##### 1.1 Executive overview

This overview outlines the scope of work required for engineering services to develop the *Employer's* 5<sup>th</sup> ten-year In-Service Inspection Programme (ISIP). The program will comply with the latest American Society of Mechanical Engineers (ASME) Section XI and OM Code requirements, incorporating risk-informed methodologies.

##### 1.1.1 Key deliverables:

- Updated ISI Programme documents for the 5<sup>th</sup> ten-year interval, meeting both *Employer* and South African National Nuclear Regulator (NNR) acceptance criteria; and
- Supporting documentation justifying program revisions and risk-informed application.

##### 1.1.2 Project approach:

This project will leverage the existing 4<sup>th</sup> ten-year ISI program as a baseline. The *Consultant* will:

- Review and evaluate the current programme against the proposed ASME Section XI and OM codes;
- Identify and implement necessary updates to reflect latest ISI and IST Code of Record requirements and risk-informed principles; and
- Develop supporting documentation to demonstrate program compliance and risk justification.

This approach ensures a cost-effective and efficient update process while maintaining regulatory compliance and program effectiveness.

#### 1.2 Interpretation and terminology

##### 1.2.1 Abbreviations

The following abbreviations are used in this Scope:

Abbreviation	Meaning given to the abbreviation
ASME	American Society of Mechanical Engineers
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for Project and Construction Management Professionals
Koeberg	Koeberg Nuclear Power Station (KNPS)
ISI	In-Service Inspection
IST	In-Service Testing
ISIP	In-Service Inspection Programme (Cover both ISI & IST)
NNR	National Nuclear Regulator

PWR	Pressurised Water Reactor
NRC	Nuclear Regulatory Commission

### 1.2.2 Terminology

Terminologies and abbreviations common are defined below.

Term	Definition
<b>Classification</b>	Generic term encompassing safety, seismic, quality, environmental, importance and management system level or the process of assigning these designations.
<b>Confidential</b>	The classification given to information that may be used by malicious/opposing/hostile elements to harm the objectives and functions of Eskom Holdings Limited.
<b>Consultant</b>	Responsible to Provide the Services.
<b>Controlled disclosure</b>	Controlled disclosure to external parties (either enforced by law, or discretionary).
<b>Design Authority:</b>	The party responsible and accountable for the integrity of the design.
<b>Include:</b>	If "include" is followed by other, specific, words it will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "include".
<b>Including:</b>	If "Including" is followed by other, specific, words will not be construed as limiting the meaning of the general words preceding it, save where the word "similar" precedes the word "including".
<b>Non-Outage:</b>	When the power station unit is operational.
<b>Others:</b>	The main <i>Consultant</i> , National Nuclear Regulator (NNR), <i>Employer's Agent's</i> Authorised Inspection Agency (AIA), <i>Employer's Consultants</i> and <i>Consultants</i> . The list is updated, by the <i>Employer's Agent</i> , each time a third parties contract is placed by the <i>Employer</i> or when Others change.
<b>Outage:</b>	When the power station unit is shut down for maintenance and refuelling.
<b>Public domain</b>	Published in any public forum without constraints (either enforced by law, or discretionary).
<b>Requirement</b>	A condition or capability needed by a user to solve a problem or achieve an objective.

Term	Definition
<b>Scope of Work:</b>	The sum of the <i>services</i> , <i>services</i> , and results to be provided as a project.
<b>Shall, Should, May:</b>	“Shall” is used to denote a requirement, “Should” a recommendation and “May” to denote permission in <i>Employer’s</i> Scope of Work and relevant specifications.
<b>Takeover:</b>	Process of transfer of responsibility for all or part of a project or its deliverables to the <i>Employer’s Agent</i> from the <i>Consultant</i> .

## 2. Specification and description of the services

### 2.1 The service

#### 2.1.1 Conduct a Project Kick-off Meeting

A project kick-off meeting will be held between the *Consultant* and *Employer* personnel. The aim of this is to ensure that deliverables of relevant project scopes are clearly understood and to allow opportunity to discuss all relevant aspects of the project i.e., general goals, objectives, requirements, communication protocols both with *Employer* and or NNR etc. *Employer* may extend an invitation to the NNR to attend the kick-off meeting as appropriate. Minutes of kick-off meetings is compiled by the *Consultant* and forms part of the project final report. This meeting is inclusive of ISI and IST programme requirements.

#### 2.1.2 Generate and Maintain a Design Input Log

The execution of this project will require the *Consultant’s* review of various Koeberg and or industry documents, codes and standards etc. To this end the *Consultant* generates and maintains a Design Input Log to identify the documents and the revision of each document, used by the *Consultant* throughout the project. The final Design Input Log is submitted to the *Employer* together with the project final report. The final report must include hardcopies of the industry documents that the *Employer* may need to effect implementation of the updated proposed programme requirements for the 5<sup>th</sup> ISI Interval.

#### 2.1.3 Conduct a Review of United States Regulatory Requirements for Section XI Implementation

The *Consultant* conducts a review of the limitations and modifications imposed on the proposed 5<sup>th</sup> Interval ISI program requirements listed in the United States Code of Federal Regulations, Title 10, Part 50, Section 55a (10CFR50.55a) to determine what will be incorporated into the Koeberg 5<sup>th</sup> Interval ISI Programme.

Note - It is considered that deviations to the limitations and modifications listed in 10CFR50.55a may be required due to South African ISI framework or context. The *Consultant* must, as part of this review project deliverable, prepare justifications or relief supporting documentation as required for those instances where Koeberg identify that a 10CFR50.55a limitation or modification will not be met.

The *Consultant’s* attention is also drawn to the fact that 10CFR50.55a receives frequent regulator updates as directed by the US NRC. The *Consultant* ensures that updates to 10CFR50.55a that occur during the the execution of this project also be reviewed as described above and be evaluated for incorporation into the Koeberg 5<sup>th</sup> Interval ISIP.

#### 2.1.4 Perform an ASME XI Code Comparison

The *Consultant* performs a line-by-line comparison to identify changes that occurred between the 4<sup>th</sup> Interval Code of Record (2007 Edition with 2008 Addenda) and the proposed Code of Record for the 5<sup>th</sup> Interval. The *Employer* will prescribe the new code edition for the 5<sup>th</sup> Interval. It is required that all changes, identified by the *Consultant*, be clearly identified, described in detail and assessed for impact. Results of this deliverable shall be documented in a report and presented to the *Employer* for acceptance.

The line-by-line comparison is performed, by the *Consultant*, on the following ASME subsections identified in Table 1 below:

**Table 1: ASME Section XI Code Comparison Scope**

Subsection	Description
IWA	General Requirements
IWB	Requirements for Class 1 Components of Light-Water Cooled Plants
IWC	Requirements for Class 2 Components of Light-Water Cooled Plants
IWD	Requirements for Class 3 Components of Light-Water Cooled Plants
IWE	Requirements for Class MC and Metallic Liners of Class CC Components of Light-Water Cooled Plants
IWF	Requirements for Class 1,2,3 and MC Components Supports of Light-Water Cooled Plants
IWL	Requirements for Class CC Concrete Components of Light-Water Cooled Plants
Appendices	Mandatory
Appendices	Non-Mandatory

### 2.1.5 Perform a RI-ISI Period and end of Interval Review

The *Consultant* updates the current Koeberg RI-ISI programme for the end of 2<sup>nd</sup> Period review (4<sup>th</sup> Interval) as well as completes the end of Interval RI-ISI review for application during the subsequent 5<sup>th</sup> Interval.

### 2.1.6 Perform a Review of Applicable ASME XI Code Cases

The *Consultant* conducts a comprehensive review of ASME Section XI code cases to identify those suitable for use in the *Employer's* 5<sup>th</sup> Interval In-Service Inspection Programme (ISIP). This review will encompass the following:

- Current Code Cases: Evaluate the ASME Section XI code cases currently used in the 4<sup>th</sup> Interval ISIPRM.
- New and Draft Code Cases: Analyse readily available or draft ASME Section XI code cases applicable to the 5<sup>th</sup> Interval programme.

#### 2.1.6.1 Selection Criteria:

The *Consultant* compares each code case with Regulatory Guide 1.147 to determine:

- US NRC Adoption: Whether the US Nuclear Regulatory Commission (US NRC) has endorsed the code case for use; and
- Limitations and Stipulations: Identify any restrictions or specific conditions set by the US NRC on the use of the code case.

### 2.1.6.2-Recommendations and report:

Based on the review, the *Consultant* provides a detailed report with the following:

- Proposed Code Cases: Recommend specific code cases suitable for adoption in the 5<sup>th</sup> Interval ISIPRM;
- Technical Advantages: Explain the technical benefits of each proposed code case for Koeberg's ISIPRM; and
- Industry Constraints: Discuss any industry-wide limitations or challenges associated with using the recommended code cases.

### 2.1.6. Specific Focus:

The *Consultant* must review the latest US NRC endorsed edition of Code Case N-729 and assess its potential impact on Koeberg's ISIPRM Augmented Module AUG-05 ("In-service Inspection of Reactor Pressure Vessel Heads"). The

### 2.1.7 Generation of In-Service Inspection Programme Requirements Manual (ISIPRM)

Generation of the ISIPRM is a key deliverable under this contract and results from the information gathered and completion of the activities identified above. The ISIPRM serves as a comprehensive document for various purposes:

- Defines ISI Requirements: The ISIPRM details the specific examination requirements for the Koeberg plant's 5<sup>th</sup> ten-year ISI interval.
- Facilitates Regulatory Review: The document provides a clear and concise overview for the South African National Nuclear Regulator (NNR) to inspect and audit the Koeberg ISI Programme.
- Addresses Key Program Elements: The ISIPRM incorporates details on:
  - ISI Programme Deviations
  - Inspection personnel qualification requirements
  - Regulatory commitments
  - Augmented examination requirements specific to Koeberg

The *Consultant* shall prepare the basic scope modules of the Koeberg ISIPRM for the 5<sup>th</sup> Interval and submit them as part of the final project report. The *Employer* will then review the submitted ISIPRM and provide comments or request clarifications. The *Consultant* is responsible for ensuring all comments, reviews, and clarifications are comprehensively addressed and incorporated into the final ISIPRM.

### 2.1.8 Generation of the In-Service Testing Programme Requirements Manual (ISTPRM) including mandatory appendices II and IV

Generation of the ISTPRM is a critical deliverable under this contract and results from the information gathered and completion of the activities identified below. The ISTPRM serves as a comprehensive document for various purposes:

- Defines Testing Requirements: The ISTPRM details the specific testing requirements for the Koeberg plant's 5<sup>th</sup> ten-year ISI interval.
- Facilitates Regulatory Review: The document provides a clear and concise overview for the South African National Nuclear Regulator (NNR) to inspect and audit the Koeberg IST Programme.
- Addresses Key Program Elements: The ISTPRM incorporates details on:
  - IST Programme Deviations;
  - Test plans;
  - Regulatory commitments; and
  - Augmented testing requirements specific to Koeberg

Mandatory Appendices: The ISTPRM includes the following mandatory appendices:

- Appendix II: This appendix outlines the specific test procedures to be used; and
- Appendix IV: This appendix details the operator qualification requirements for performing the tests.

The *Consultant* shall prepare the ISTPRM for the 5<sup>th</sup> Interval, including the mandatory appendices with relevance to the points described below, and submit it as part of the final project report. The *Employer* will then review the submitted ISTPRM and provide comments or request clarifications. The *Consultant* is responsible for ensuring all comments, reviews, and clarifications are comprehensively addressed and incorporated into the final ISTPRM.

### 2.1.9 Conduct a Review of United States Regulatory Requirements for ASME OM Code Implementation

The *Consultant* conducts a review of the limitations and modifications imposed on the proposed 5<sup>th</sup> Interval IST programme requirements listed in the United States Code of Federal Regulations, Title 10, Part 50, Section 55a (10CFR50.55a), to determine which will be incorporated into the Koeberg 5<sup>th</sup> Interval IST Programme. Additionally, NUREG, Generic Letters, or any relevant instructions applicable to IST shall be evaluated during this review.

Note - It is considered that deviations to the limitations and modifications listed in 10CFR50.55a may be required due to South African IST framework or context. The *Consultant* shall as part of this review project deliverable prepare justifications or relief supporting documentation as required for those instances where Koeberg identify that a 10CFR50.55a limitation or modification will not be met.

### 2.1.10 Perform an ASME OM Code Comparison

The *Consultant* shall perform a line-by-line comparison to identify changes that occurred between the current 4<sup>th</sup> Interval Code of Record (2004 Edition with 2006 Addenda) and the proposed Code of Record for the 5<sup>th</sup> Interval. The *Employer* will prescribe the new code edition for the 5<sup>th</sup> Interval. It is required that all changes be clearly identified, described in detail and assessed for impact. Results of this deliverable shall be documented in a report and presented to the *Employer*.

The line-by-line comparison performed, by the *Consultant*, on the following ASME subsections identified in Table 2 below:

**Table 2: ASME OM Code Comparison Scope**

Subsection	Description
ISTA	General Requirements
ISTB	Inservice Testing of Pumps in Light - Water Reactor Nuclear Power Plants
ISTC	Inservice Testing of Valves in Light - Water Reactor Nuclear Power Plants
ISTD	Preservice and Inservice Examination of Dynamic Restraints (Snubbers) in Light - Water Reactor Nuclear Power Plants
Appendices	Mandatory (Appendix II and IV)
Appendices	Non-Mandatory

### 2.1.11 Perform a Review of Applicable ASME OM Code Cases

The *Consultant* conducts a comprehensive review of ASME OM Code Cases to identify those suitable for incorporation into the *Employer's* 5<sup>th</sup> Interval In-Service Testing Programme Requirements Manual (ISTPRM). This review will encompass the following:

- Current Code Cases: Evaluate the ASME OM Code Cases currently used in the existing ISTPRM; and

- New and Draft Code Cases: Analyse readily available or draft ASME OM Code Cases applicable to the 5<sup>th</sup> Interval programme.

### **Selection Criteria:**

Each code case will be compared, by the *Consultant*, to Regulatory Guide 1.147 to determine:

- US NRC Endorsement: Whether the US Nuclear Regulatory Commission (US NRC) has endorsed the code case for use; and
- Limitations and Stipulations: Identify any restrictions or specific conditions set by the US NRC on the use of the code case.

### **Recommendations and Report:**

Based on the review, the *Consultant* provides a detailed report with the following:

- Proposed Code Cases: Recommend specific code cases suitable for adoption in the 5<sup>th</sup> Interval ISTPRM.
- Technical Advantages: Explain the technical benefits of each proposed code case for the Koeberg IST programme.
- Industry Constraints: Discuss any industry-wide limitations or challenges associated with using the recommended code cases.
- Relief Request Format: Prepare all code case recommendations in a format compatible with the South African National Nuclear Regulator's (NNR) relief request process for ease of regulatory approval.

## **2.1.13 Control of Project Generated Documentation**

The *Consultant* implements a comprehensive system for managing project documentation and records. This includes, but is not limited to:

- Meeting Minutes: Timely and accurate recording of key decisions, discussions, and action items from all project meetings.
- Memorandums: Clear and concise documentation of important project communications, clarifications, and technical discussions.
- Emails: Retention of relevant email exchanges related to project decisions, approvals, and technical discussions.

### **Importance of Records:**

These above mentioned project documents and records serve as valuable historical references for future needs, including:

- Supporting Inquiries: Providing context and details to address potential queries from the *Employer* or the South African National Nuclear Regulator (NNR) regarding the In-Service Inspection Programme (ISIP);
- Demonstrating Compliance: Documenting the project's adherence to agreed-upon procedures and regulatory requirements; and
- Future Project Reference: Serving as a knowledge base for future projects related to the Koeberg ISIP.

### **Delivery of Records:**

The *Consultant* includes all final versions of project documents and records within the final project report. An electronic index will be provided to facilitate easy retrieval of specific documents.

## **2.1.15 ISIP Skills Transfer and Knowledge Development**

The *Employer* aims to develop its staff's expertise in specialised ISIP areas where local training may be insufficient. To achieve this, the *Consultant* shall propose a comprehensive training program for *Employer* personnel as part of a proposal.

### **Training Program Scope:**



The *Consultant's* training program will encompass the following elements:

- Generic Online Classroom Training: This online training will cover the fundamentals of the revised 5<sup>th</sup> Interval ISIP requirements, including:
  - High-level ASME code requirements and US NRC limitations with interpretations (if applicable);
  - Practical implementation guidelines for the revised ISI Programme; and
  - Significant operating experience (OE) and industry best practices related to ISI.
- Target Audience: This training is designed for both ISIP novices and experienced personnel.
- Risk-Informed Methodologies Training: This in-depth training will focus on the principles and application of risk-informed methodologies used in the 5<sup>th</sup> Interval ISI programme.

### Job Shadowing Opportunities:

The *Consultant* shall offer job shadowing opportunities for the *Employer's* ISI and IST programme engineers. This on-site experience can take place at the *Consultant's* facilities or other client locations engaged in similar ISIP work.

### Specific Job Shadowing Focus Areas:

- Risk-informed ISIP updates
- Repair/Replacement programme development
- Code inquiry processes
- Development of mandatory IST subprograms (Appendices II, III, IV) and interpretations
- Attendance at relevant ASME Code Committee meetings (subject to approval)

### Constraints on how the *Consultant* Provides the Services.

#### 3.1 Limit of authority

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

#### 3.2 Management meetings

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

##### Kick-off Meeting

Interval	Location	Attendance by:
Once off	NOU / MS Teams (Virtual)	<i>Employer's Agent</i> , <i>Employer's</i> project team, the <i>Consultant</i> and Others as required

The Kick-off meeting will be held to discuss:

- the deliverables of relevant project scope and to allow opportunity to discuss all relevant aspects of the project i.e., general goals, objectives, requirements, communication protocols both with *Employer* and or NNR etc. *Employer* may extend an invitation to the NNR to attend the kick-off meeting as appropriate. Minutes of kick-off meetings is compiled by the *Consultant* and forms part of the project final report. This meeting is inclusive of ISI and IST programme requirements

### Operational meetings

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

### Meetings of a specialist nature

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

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.

### **3.3 Documentation control and retention**

#### **3.3.1 Identification and communication**

##### **3.3.1.1 Communication and information exchange with Other**

The *Consultant*:

- 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.
- Maintains an up to date record of the receipt and delivery of any communication required for the purposes of the *services*.

##### **3.3.1.2 Identification**

All communication is addressed to 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
- From the *Consultant* to the *Employer's Agent*: 46000.... C/E 0xxx  
with 460002..... 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 summarise the purpose of the letter.

In accordance with PSC Core Clause 13.1, each notification deals with only one specific issue at a time.

#### **3.3.2 Specific documentation requirements**

- All documentation produced by the *Consultant* complies with the *Employer's* guide for technical writing - GGG-1299;
- Each document deliverable is provided in hardcopy as well as electronic PDF. Where agreed between the Parties, the *Consultant* may supply a "Word" document, to facilitate the *Employer's* review by means of "track changes" format and includes all signatures obtained internally and from the *Employer*
- All tabular data shall be submitted in Microsoft Excel format.
- All new drawings submitted by the *Consultant* conforms to the *Employer's* drawing standard, KBA 0000G001000
- Drawings submitted to the *Employer* by the *Consultant* shall fulfil the standard drawing practice, GSE/94/Y004. This document is obtainable from the main documentation centre at KOU

- All drawings to have drawing numbers issued by the *Employer* prior to submission
- All symbols shall be used as specified in the Standard.
- The *Consultant* requests sequential drawing and document numbers from the *Employer* (where applicable)
- All new drawings are handed to the *Employer* in the electronic media and are compiled as a CAD on a Microstation Version 7 (or higher) compatible software program submitted:
- All new drawings are sized to metric paper size standards (A4, A3 etc.) Drawings shall be CAD-generated on Microstation and submitted: One hard copy signed “as-built” and in electronic format “.dgn” (editable electronic copy). The electronic copies must be from the signed, approved, as built original.
- The *Consultant* identifies and provides the update requests for affected drawings, documents and procedures
- The *Consultant* corrects all identified documentation / configuration anomalies required to implement the *services* and notify the *Project Manager* of any other.
- All documentation shall be delivered to the *Employer* in the following formats:
- One (1) copy in CD format (where required)
- One (1) hard copies in A4 format

The *Employer* shall audit all documentation.

### **3.3.3 Documentation to be provided by the *Employer***

- The *Employer*, on request from the *Consultant*, provides copies of all applicable *Employer* standards, procedures, guides and forms.
- The *Employer* provides access to all available Site documentation required for providing the *services*.
- Original component related design base information does not reside with the *Employer*. In cases where such information is required, the *Consultant* reverse engineers the basis as part of the *services*.
- The *Employer's Agent* only authorises the relevant personnel once the *Consultant* has signed a confidentiality agreement.
- Copy requests are made in writing, to the *Employer's Agent*, and details the exact documentation identification numbers.
- Documentation is provided in accordance with the latest Accepted Programme.
- The *Employer* provides access to required documentation and information required by the *Consultant* to perform the *services*.

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### 3.3.4 Retention of documents

The *Consultant* retains copies of 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 Records and forecasting of expenses

- The *Consultant* shall submit forecasts of 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* management prior to issuing it to the *Employer's Agent*.
- Clear records of hours worked or time sheets shall be kept by the *Consultant* and shall indicate the resource utilised, location, duration and times, associated expenses incurred and a summary of the *services* rendered which shall be cross-referenced to deliverables rendered. In addition, the *Consultant* shall provide proof of how he is managing his staff working remotely. 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.
- The *Consultant* shall maintain records of all documentation and make available to the *Employer* any or all such documentation on request.
- The *Consultant* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4) (C), is adhered to. The *Employer* requires adherence by the *Consultant* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.
- The *Consultant* delivers an original Tax Invoice to the *Employer's* Financial Accounting group. The payment period will start from the date and time at which the invoice and all relevant documentation were received.
- The *Employer's* VAT Registration Number is: 4740101508
- Particulars included on the *Consultant's* Tax Invoice
  - The words "Tax Invoice" in a prominent place
  - The name, address and VAT registration number of the *Consultant*
  - The name, address and VAT registration number of the *Employer*
  - An invoice serial number
  - The date of issue of the invoice
  - The quantity or volume of goods or *services* supplied
  - The price & VAT or a statement that VAT is included @ 14% or zero-rate
  - Reference to Contract and/or SAP order number
  - The amount paid to date
  - A descriptive title of the service covered by the Invoice and/or the Contract's assessment number
  - The value of the invoice split into payments as per the activity schedule
  - A copy of the Assessment Certificate/Signed Task order

#### 1.1.1 Details on how to submit invoices:

- Ensure that the *Employer's* Purchase Order is clearly indicated on your invoice together with the line number the order you are billing for.
- All electronic invoices must be sent in PDF format only, to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za). The payment period will start from the date and time at which the invoice and all relevant documentation were received.
- Each PDF should contain 1 invoice, or 1 debit note or 1 credit note only as Eskom's SAP system does not support more than 1 PDF being linked into workflow at a time
- Payment/Assessment Certificate signed by both the *Employer* and the *Consultant* must be attached to the Goods Received (GR).
- The *Consultant* must send through the statements at the end of each month and it must be dated end of the month.

### 3.5 Contract change management

The *Consultant* is responsible to document and resolve any required changes on his *services*. The approval process indicated in the Scope is adhered to, by the *Consultant*.

#### Compensation events

##### Notification

If the *Consultant* believes an event to be a Compensation Event, it notifies the *Employers Agent* which event under PSC Clause 60.1 it believes it to be.

##### Quotations

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

- Introduction
- Executive summary
- Contractual basis of compensation event (Refer to PSC Core Clause 60.1)
- Details of the compensation event
- Assessment of compensation event (PSC Core Clause 63)
- Conclusion
- Accepted programme showing impact of delay (PSC Core Clause 62.2) – If the programme for remaining work is altered by the Compensation Event
- Appendices:
  - Early Warning (PSC Core Clause 15.1) - if applicable
  - Notification (PSC Core Clause 61.3)

- Instruction to submit quotation (PSC Core Clause 61.1 or 61.2)
- Instruction to submit alternative quotation (PSC Core Clause 62.1) or to submit a revised quotation (PSC Core Clause 62.4) - if applicable
- Any extension of time under (PSC Core Clause 62.5) - if applicable
- Any other document(s) the *Consultant* may consider applicable.

For compensation events to be implemented, the *Employer* requires the *Consultant* to sign a compensation event register form. For any payments required because of the compensation event, the *Consultant* is required to submit the signed compensation event register form, at latest, prior to the 15<sup>th</sup> 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.

### **3.6 Inclusions in the programme**

#### **3.6.1 Programme and Reporting Requirements**

The *Consultant's* programme incorporates the services and work (programmes) of the Sub-consultants, the *Employer* and Others. The interfaces between Sub consultants as well as the interfaces between Sub-consultants and the *Consultant* are clearly identified. Key dates are incorporated into the programme, by the *Consultant*.

#### **3.6.2 The programme**

##### **3.6.2.1 General 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*, for acceptance.

The programme shows all the information required by Clause 31.2 of the PSC.

For the sake of compatibility, the *Consultant* prepares his programme on Primavera P6 computerised planning package and utilises it for all planning, progress monitoring and reporting.

##### **3.6.2.2 Planning networks**

The *Consultant's* programme network includes the technical and commercial breakdowns listed in the *activity schedule*.

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.

##### **3.6.2.3 Reporting on progress and remaining duration**

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

##### **3.6.2.4 Actual dates**

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

### 3.6.2.5 Progress reporting during execution of the services

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

The *Consultant* submits, together with the progress reports, a written report containing the following:

- Critical activities list

Only activities with negative float are shown. Activities are listed in ascending order of negative float.

- Activity schedule

The *activity schedule* shows as a minimum the activities as per the Contract Data.

### 3.6.2.6 Planning

The *Consultant* makes allowance for incorporation of *Employer* acceptance review comments for documents delivered to the *Employers Agent* for his acceptance. The *Consultant* allows in its planning for *Employer* acceptance reviews.

In its planning, the *Consultant* does not allow for any *Employer* activities during the period of week 51, week 52 and week 1 of each year unless such a period falls within the implementation window of the *works*.

Should any reviews be planned during this period, then the review periods need to be agreed, upfront, with the *Employers Agent*.

## 3.7 Quality management

### 3.7.1 System requirements

The Quality Management System (QMS) of the supplier shall conform to the requirements of ISO 9001:2015, ASME NQA-1 or equivalent standard. The *Consultant* shall perform the work identified in section 2 in accordance with his own procedures. *Employer* review and acceptance of the Contractors work is required before final documentation handover.

### 3.7.2 Information in the quality plan

The Consultant and Employer will compile the quality, if required.
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## 3.8 The Parties use of material provided by the *Consultant*

### 3.8.1 *Employer's* purpose for the material

All work ('deliverables') created by the *Consultant* for the *Employer* is deemed to be *works* for hire for the benefit of the *Employer*, for purposes of copyright law. Accordingly the *Employer* has the exclusive right, title and interest therein. To the extent that any deliverable, created by the *Consultant* may not be considered "works for hire" for any reason, the *Consultant* hereby assigns its entire right, title and interest therein to the *Employer* and agrees to do everything reasonably necessary to perfect the *Employer's* interest.

Deliverables, created by *Consultant*, does not include any material existing prior to commencement of *Consultant's* performance of the *services* under this Contract.

The *Employer* is granted an irrevocable, royalty-free, and non-exclusive licence to use all documents delivered to it by the *Consultant* for purposes necessary for *Employer's* use.

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.

*Consultant* shall have no duty or obligation to the *Employer* under this section, to the extent that the *services* or deliveries, or part thereof, are

- (a) supplied according to the *Employer's* or the *Employer's Consultant's* design or instructions, wherein compliance herewith has caused *Consultant* to deviate from its normal course of performance;
- (b) modified by the *Employer* or its *Consultant* after delivery, or
- (c) combined by the *Employer* or its *Consultant* with items not furnished hereunder, and by reason of such modification or combination a suit or proceeding is brought against the *Employer*.

If a suit or proceeding is brought against the *Consultant* arising out of such design, modification or combination, the *Employer* indemnifies and hold harmless the *Consultant* of claims from third parties, without any right of recourse against *Consultant*. In such cases the *Employer* protects the *Consultant* to the same extent that the *Consultant* has agreed to protect the *Employer* by the provisions of this section.

### 3.9 Health and safety

- 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 Level 1 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, ear plugs 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 the violation of these rules.
- All vehicles transporting staff to and from the KOU 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 owner controlled area. The limit is 0% and employees found transgressing will not be allowed on site and action, including sanction from site, will be taken.

### 3.10 Procurement

#### 3.10.1 BBBEE and preferencing scheme

Specify constraints which *Consultant* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

### 3.11 Working on the *Employer's* property

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

##### Fitness for duty management

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

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

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.

#### FFD requirements before registration takes place

Information the *Consultant's* employee must supply

- Identification document;
- Work permit (non SA citizens);
- Qualifications;
- Curriculum Vitae (CV);
- Criminal record history; and
- Proof of residential address.

Forms that the *Consultant's* employee must sign

- Pre-placement medical examination;
- Baseline questionnaire for audiometry;
- Medical declaration;

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

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

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

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<ul style="list-style-type: none"> <li>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.</li> <li>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).</li> </ul>
	<ul style="list-style-type: none"> <li>Criminal History</li> </ul>		X	Assessment of criminal history	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> <li>Terminate Process Hold Point</li> <li>The criminal history of an applicant shall be assessed before access to the Site is considered.</li> <li>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.</li> <li>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.</li> <li>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>.</li> <li>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.</li> </ul>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> <li>Complete Man Job Spec Form</li> </ul>	X	X	Consultant to complete with Employer	Consultant's own planning	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>
	<ul style="list-style-type: none"> <li>Drug Test</li> </ul>		X	Negative drug test to be presented before registration takes place	Consultant's own planning	<ul style="list-style-type: none"> <li>Terminate Process Hold Point</li> <li><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>.</li> <li>Persons with positive drug tests will not be allowed to register for the FFD process.</li> <li>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.</li> </ul>
	<ul style="list-style-type: none"> <li>Health Assessment</li> </ul>		X	Medical examination to be presented before registration takes place	Consultant's own planning	<ul style="list-style-type: none"> <li>Terminate Process Hold Point</li> <li>The <i>Consultant</i> ensures that all his employees complete a health assessment before they arrive on site to start the</li> </ul>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p>FFD process. The occupational health <i>services</i> job specification form is required by the occupational health practitioner for the health assessment.</p> <ul style="list-style-type: none"> <li>Applicants that are not declared fit to do the work specified in the occupational health <i>services</i> job specification form are not allowed to register on the FFD system.</li> <li>Health assessment is only performed by <i>Employer</i> registered Occupational Health Practitioners.</li> <li>The health assessment report is not older than 3 months when the <i>Consultant's</i> employee is enrolled on the FFD system.</li> </ul> <p>Persons that are not declared fit to perform the work specified in the occupational health <i>services</i> job specification form are not be considered for employment by the <i>Consultant</i>.</p> <ul style="list-style-type: none"> <li>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.</li> </ul>
	<ul style="list-style-type: none"> <li>Work Permit</li> </ul>		X	Work permits to be obtained before registration takes place	<i>Consultant's</i> own planning	<ul style="list-style-type: none"> <li>Terminate Process Hold Point</li> <li>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.</li> <li>Persons not in possession of a valid work permit is not be considered for employment by the <i>Consultant</i>.</li> <li>The <i>Consultant's</i> employee must be in possession of the original work permit when he/she</li> </ul>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						arrives on site to start the FFD process.
•	Registration on FFD System	X	X		Consultant's own planning	<ul style="list-style-type: none"> <li>Consultant's employees are registered on the Employer's FFD system by a person appointed by the Employer. This could be a Consultant employee, if appointed by the Employer. Employer is responsible to arrange this activity. Registration is only performed if the Consultant's employee is in possession of all the documentation required for registration</li> <li>If the Consultant's employee is in possession of all the required documents, the individual will be registered and issued with a bar coded form.</li> </ul>
•	Training Requirements Form	X	X	Employer and Consultant to supply	Consultant's own planning	<ul style="list-style-type: none"> <li>The scope of each Consultant employee's work requirements are to be assessed to identify the training and/or technical assessments that are required before work may commence.</li> <li>All Employer 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.</li> <li>The Employer 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.</li> <li>The Consultant's employee must be in possession of the training requirements form when</li> </ul>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						he/she arrives on site to start the FFD process.
	• FFD Bookings	X	X		Consultant's own planning	<ul style="list-style-type: none"> <li>Consultant's employees are booked on the Employer's FFD system by a person appointed by the Employer. This could be a Consultant employee, if appointed by the Employer.</li> </ul>
	• Asbestos Training		X	Training that the Consultant's employee must complete (only if required)	Consultant's own planning	Only if required
	• Confined Space Training		X	Training that the Consultant's employee must complete (only if required)	Consultant's own planning	Only if required
	• Basic Rigging Training		X	Training that the Consultant's employee must complete (only if required)	Consultant's own planning	Only if required. The Consultant verifies the validity of prior learning
	• Non-Disclosure Agreement		X	All Consultant employees are required to sign a non-disclosure agreement	Consultant's own planning	<ul style="list-style-type: none"> <li>The Consultant 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 Employer at Koeberg.</li> </ul>
	• Security Permit Application	X	X	Employer and Consultant to supply	Consultant's own planning	<p>The Consultant 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 Employer at Koeberg.</p> <p>It is important that the form is completed by the Consultant in conjunction with the Employer. The form identifies the security areas that the Consultant's employee is</p>



	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
						<p>required to enter for the execution of the tasks.</p> <p>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.</p>

### Medical examinations

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

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

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

### Fraudulent documents

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

### False declarations

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

### FFD requirements after registration takes place

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

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> <li>Enrolment on FFD System</li> </ul>	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"> <li>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.</li> </ul>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
	<ul style="list-style-type: none"> <li>Drug Test</li> </ul>	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"> <li>The <i>Consultant's</i> employees that fail the drug test are not allowed to continue further on the FFD process and will be required to leave the Site and will be denied access for at least 12 months.</li> </ul>
	<ul style="list-style-type: none"> <li>Criminal History Verification</li> </ul>	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"> <li>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.</li> <li><i>Consultant</i> employees with a criminal background that is deemed to be a security risk to Koeberg are denied access to the Site</li> </ul>
	<ul style="list-style-type: none"> <li>Health Verification</li> </ul>	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	The duration of this activity is approximately 30 minutes
	Induction Training including: <ul style="list-style-type: none"> <li>SAT</li> <li>PAT</li> <li>FME (Generic)</li> <li>Human Performance</li> </ul>	X	X	<ul style="list-style-type: none"> <li><b>Site Access Training (SAT)</b></li> </ul> <i>Consultant</i> employees that are required to	8 hours	<ul style="list-style-type: none"> <li><b>Site Access Training (SAT)</b></li> </ul> The SAT course is designed for persons working only in the OCA. Their security permits will not allow them access to

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
				<p>work outside the protected area of KNPS are required to complete the SAT course before work may commence.</p> <ul style="list-style-type: none"> <li> <b>Plant Access Training (PAT)</b>  <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. </li> <li> <b>Foreign Material Exclusion Training (FME)</b>  <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. </li> <li> <b>Human Performance Training (HPT)</b>  <i>Consultant</i> employees that are required to work inside </li> </ul>		<p>the protected area of KNPS.</p> <p><i>Consultant</i> employees that do not successfully complete the SAT course shall not be allowed access to the Site.</p> <ul style="list-style-type: none"> <li> <b>Plant Access Training (PAT)</b>  <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 </li> <li> <b>Foreign Material Exclusion Training (FME)</b>  <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 </li> <li> <b>Human Performance Training (HPT)</b>  <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. </li> </ul>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
				the protected area of KNPS shall complete the Human Performance Training (HPT) before work may commence.		
	<ul style="list-style-type: none"> <li>Induction to Working at Heights / Material Handling</li> </ul>	X	X	<ul style="list-style-type: none"> <li>Consultant employees are required to successfully complete the required Working at Heights/ Material Handling training before working at heights or handling material is considered.</li> </ul>	8 hours	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the Working at Heights / Material Handling training will result in restriction to work at heights or handling material being prohibited</li> </ul>
	<ul style="list-style-type: none"> <li>Radiation workers Training</li> </ul>	X	X	<ul style="list-style-type: none"> <li>Consultant employees are required to successfully complete the required radiation worker training before access to radiation zones is considered.</li> </ul>	3 days	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the radiation training shall result in access to radiation zones being restricted</li> </ul>
	<ul style="list-style-type: none"> <li>Induction to Confined Space</li> </ul>	X	X	<ul style="list-style-type: none"> <li>Consultant employees are required to successfully complete the required confined space training before access to confined space is considered.</li> </ul>	2 hours	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the confined space training will result in access to confined space being restricted</li> </ul>
	<ul style="list-style-type: none"> <li>Induction to Asbestos Training</li> </ul>	X	X	<ul style="list-style-type: none"> <li>Consultant employees are required to successfully</li> </ul>	1 hour	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the Asbestos training will result in</li> </ul>

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
				complete the required Asbestos training before access to Asbestos zones is considered.		access to Asbestos zones being restricted
	<ul style="list-style-type: none"> <li>Induction to Basic Rigging</li> </ul>	X	X	<ul style="list-style-type: none"> <li><i>Consultant</i> employees are required to successfully complete the required Rigging training before rigging work is considered.</li> </ul>	8 hours	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the Rigging training will result in rigging work being prohibited</li> </ul>
	<ul style="list-style-type: none"> <li>Supervisor Training</li> </ul>	X	X	<ul style="list-style-type: none"> <li><i>Consultant</i> employees are required to work as supervisors must successfully complete the required Supervisor training before work is considered.</li> </ul>	2.5 days	<ul style="list-style-type: none"> <li>Only if required</li> <li>Failure to successfully complete the supervisor training will result individual being prohibited to do supervision</li> </ul>
	Technical assessment <ul style="list-style-type: none"> <li>Mechanical</li> <li>Machining</li> <li>MC&amp;I</li> <li>Electrical</li> <li>Welding</li> <li>Pipe Fitting</li> <li>Civil TA 4</li> <li>I&amp;T</li> <li>MSS</li> </ul>	X	X	<ul style="list-style-type: none"> <li><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 authorised to perform the work that they have been assessed for.</li> </ul>	4hrs - 16p 12hrs - 3p 16hrs - 16p 8hrs - 4p 4hrs - 6p 6hrs - 4p 6hrs - 4p 8hrs - 4p	<ul style="list-style-type: none"> <li>Only if required</li> <li>The <i>Employer</i> is responsible to indicate the work that the <i>Consultant's</i> employee will be performing on the Site.</li> <li><i>Consultant</i> employees that do not successfully complete the technical assessment shall not be allowed to perform work on the Site.</li> <li>The duration of this activity depends on the type of work discipline and scope and is between 4 hours and two days.</li> </ul>
	<ul style="list-style-type: none"> <li>Final acceptance and Issuing permit</li> </ul>	X	X	<ul style="list-style-type: none"> <li>All required FFD requirements are completed successfully before final</li> </ul>	30min	

	Activity Description	Employer	Consultant	Requirements	Planning	Additional Notes
				acceptance is processed and a security permit is issued by the Security Group.		

### 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.

### 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.

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

#### People

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

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, to achieve nuclear safety, and the *Employer* reserves the right to object to and require the *Consultant* to remove from the *service*, forthwith, any person employed by the *Consultant* in or about the Provision of the Service who, in the opinion of the *Employer's Agent*, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the *service* without the written permission of the *Employer's Agent*.

The *Consultant*, in and about the Provision of the Service, provides evidence of skills assessment (including qualifications) for its entire 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 the Site revoked.

All engineering work is performed by suitably qualified and experienced individuals. The design engineer as well as the seismic analyst as well as the independent reviewer(s) be registered as professional engineers with the Engineering Council of South Africa (or equivalent international 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.

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

### **Site hours**

- Non shift staff

*Employer* working hours are 24 hours a day, 7 days a week during outage periods.

Normal working hours during non-outage periods are:

Mon-Thu: 07h30 – 16h35

Fri: 07h30 – 13h35

On the last Friday of each month however, working hours will be from 7h30 until 12h00.

- Shift staff:

In accordance with official, *Employer's* approved shift rosters.

- Flexitime

*Employer's* employees who have a written agreement entitling them to work flexitime, the "Core Time" during which time cannot be flexed is from 9h00 to 15h00, whilst no employee may flex prior to 6h00 (Monday to Friday) nor after 18h00 (Monday to Thursday).

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

### **Cooperating with and obtaining acceptance of Others**

The work of Others on Affected Property will be co-ordinated by the *Employer's Agent*. The *Consultant* co-operates with and does not delay, impede or otherwise impair the work of Others.

## **Site Information**

### **TOPOGRAPHICAL**

#### **Location of the Site**

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

#### **Security check points**

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