



NEC3 Term Service Contract (TSC3)

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

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

for **Non- destructive testing (NDT) Level III services on
an as and when required basis at Nuclear Operating
Unit**

Contents:	Page No.
Part C1 Agreements & Contract Data	2
Part C2 Pricing Data	19
Part C3 Scope of Work	24

CONTRACT No.



- Q3/L2 service
- 238-103 applicable
2025-11-13

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	Page No.
C1.1 Form of Offer and Acceptance	3
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	6
C1.2b Contract Data provided by the <i>Contractor</i>	17
[to be inserted from Returnable Documents at award stage]	

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:

Non- destructive testing (NDT) Level III services on an as and when required basis at Nuclear Operating Unit

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

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

Options A	The offered total of the Prices exclusive of VAT is	Rates based
	Sub total	Rates based
	Value Added Tax @ 15% is	Rates based
	The offered total of the amount due inclusive of VAT is ¹	Rates based
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer

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

shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)	Mr Sadika Touffie	
Capacity	Nuclear Engineering Manager	
for the Employer	Eskom Holdings SOC Limited Koeberg Nuclear Power Station R27 off West Coast Road Melkbosstrand South Africa, 7440 <i>(Insert name and address of organisation)</i>	

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

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

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

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

Name &
signature
of witness

Date

Mr Sadika Touffie

Nuclear Engineering Manager

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

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name): Address	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	Achmad Manie Nuclear Operating Unit R27 Off West Coast Road Melkbosstrand +27 21 550 5149 ManieA@eskom.co.za
11.2(2)	The Affected Property is	Nuclear Operating Unit
11.2(13)	The <i>service</i> is	Non- destructive testing (NDT) Level III services on an as and when required basis at Nuclear Operating Unit
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Minutes of Risk Reduction meetings • Early Warnings

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

		• Any other relevant matter at the Parties' discretion
11.2(15)	The Service Information 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
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week after the acceptance of every Task Order
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	N/A
3	Time	
30.1	The <i>starting date</i> is.	18 January 2026
30.1	The <i>service period</i> is	5 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	ZAR
51.2	The period within which payments are made is	30 days following receipt of a valid tax invoice
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the</p>

		foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Additional risk (if any) to be identified and recorded in the risk register during contract execution
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not	of the Association of Arbitrators (Southern

state who selects an arbitrator, is **Africa) or its successor body.**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is
The proportions used to calculate the Price Adjustment Factor are:

Labour

0.90	Labour	SEIFSA Table C3 – All hourly paid employees
0.10	Non-Adjustable	

All other charges/rates

0.90	All other rates	SEIFSA Table D2 – Consumer Price Index
0.10	Non-Adjustable	

X2 Changes in the law

There is no reference to Contract Data in this Option and terms in *italics* are identified elsewhere in this Contract Data.

X18 Limitation of liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to

R0.0 (zero Rand)

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to

the amount of the deductibles relevant to the event

X18.3 The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to

The greater of

- the total of the Prices at the Contract Date and
- the amounts excluded and unrecoverable from the *Employer's* insurance (other than the resulting physical damage to the *Employer's* property which is not excluded) plus the applicable deductibles

X18.4 The *Contractor's* total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

the total of the Prices other than for the additional excluded matters.

The *Contractor's* total liability for the additional excluded matters is not limited.

The additional excluded matters are amounts for which the *Contractor* is liable under this contract for

- Defects due to his design, plan and

		<p>specification,</p> <ul style="list-style-type: none"> • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

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

- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

Z11 Ethics

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

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

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

Collusive means where two or more parties co-operate to achieve an unlawful or illegal

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document

Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.

Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	10%
	The <i>subcontracted fee percentage</i> is	0%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	

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

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .		
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part 2: Pricing data
11.2(19)	The tendered total of the Prices is	Rates based

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	Page No.
C2.1	Pricing assumptions: Option A	20
C2.2	The <i>price list</i>	22

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms 11 11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

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

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Task schedule:

Table 1

Item	Description	Unit rate	UMC	Price
1	NDT Level III		Hour	
2	Travel time		Hour	
3	FFD		Hour	
4	Per diem (Meals, car, accommodation)		Days	
5	Air ticket		LE	

Notes applicable to the above items in Table 1 and is in terms of the following:

- Government gazette
- Eskom's Directive for the Implementation of the National Treasury Cost Containment Instruction and Government Gazette (Ref: 240-122002206 latest revision)

Notes:

1. No quantities or amounts of work are guaranteed.
2. No upfront payments will be allowed for services.
3. All work under the contract will be carried out by Task Order, as and when the *Employer* requires it, in its sole discretion
4. Prices and rates are exclusive of VAT.
5. The Contractor shall at its own expense comply with the Basic Conditions of Employment Act No. 75 of 1997. The Contractor indemnifies the Employer against any claims, proceedings, compensation and cost arising from the Contractors transgression of the Act.
6. Rates and prices are to remain fixed for the first 12 months of the contract period. Thereafter, 10% of the applicable rate will remain fixed for the duration of the contract and 90% of the applicable rate will be subject to an annual adjustment as per Secondary Clause X1. No other price adjustments shall be allowed under the contract.
7. Working days shall be limited to 8 hours per day during non-outage periods and may work up to 10 hours per day/night during outages.
8. Contractor may be requested to work day shift or night shift or both if required.
9. Rates are to be inclusive of all costs to provide the service as defined in the Scope of Work, including but not limited to:
 - Personal protective equipment (PPE), such as overalls, shoes, hard hats, etc.
 - Safety file
 - External medical
 - External training E.g.; working at heights, online training not done at FFD centre
10. Per Diem includes the following: Accommodation, car hire, meals etc. must be in line with National Treasury cost containment: Note: This will only be applicable if a Level III cannot be sourced from Western Cape)

PART 3: SCOPE OF WORK

Document reference	Title	Page No.
C3.1	This cover page <i>Employer's Service Information</i>	25
	Total number of pages	16

C3.1: EMPLOYER'S SERVICE INFORMATION

1 Description of the service

1.1 Executive overview

The *Employer* requires the *services* of a *Contractor* to perform NDT Level III services on an as and when required basis. The services will be required during outages and non-outage periods. The services during non-outage periods may be on site or off site as required

The *services* are required for outages, 227, 128, 228, 129, 229, 130 and 230 at Nuclear Operating Unit, the planning of which are in accordance with the *Employer's* 10 year Production Plan. The production plan is subject to revision from time to time but the required *services* are based on the current plan Revision 74A. However outage 227 start date has already been moved to the start date below and the new revision has not been issued to date.

The services shall be communicated via the Task Instructions timeously.

The current schedule of outages activities is provided in the table below based on the latest revision 75 of the Koeberg 10 year Outage Plan.

Activity	Period	Venue
*Outage 227	9 November 2025 to 29 March 2026	Koeberg Operating Unit
Outage 128	9 November 2026 to 14 December 2026	Koeberg Operating Unit
Outage 228	30 August 2027 to 4 October 2027	Koeberg Operating Unit
Outage 129	22 May 2028 to 21 July 2028	Koeberg Operating Unit
Outage 229	12 March 2029 to 11 May 2029	Koeberg Operating Unit
Outage 130	7 January 2030 to 11 February 2030	Koeberg Operating Unit
Outage 230	28 October 2030 to 2 December 2030	Koeberg Operating Unit

Note: *Outage 227 start date to be confirmed

1.2 Employer's requirements for the service

Scope of work

- The scope of the *service* entails providing NDT Level III personnel which are certified in ET, PT, MT, RT, UT and VT in accordance with latest revision of procedure 240-123597661 "Non Destructive Testing – Personnel Certification Requirements" and KAR-240 "The Qualification and Certification of Inspection and Test NDT Personnel and Its Sub-Contractors".
- Authorisation of personnel shall be in accordance with procedure KAR-020 Rev 1 "Authorisation of Inspection and Test NDT Personnel and Its Sub-Contractors"

- Copies of all applicable documents are presented, by the contractor to the Employer's Agent prior to authorisation.
- The scope of the services is managed by the Employer's Agent and includes all NDT on the plant.
- The services shall cover all Inspection and Test (I&T), Materials Reliability Group (MRG) and Nuclear Projects Management (NPM) NDT activities.

Activity Listing

The NDT Level III performs the following activities as part of the services for applicable Interval Implementation Activities:

- Compilation or review of procedures, technique sheets and work instructions for NDT (including visual exams).
- Development of pressure test programme, including verification of boundaries, cataloguing bolted connections, buried/obstructed sections and optimization of test boundaries, techniques and criteria.
- Evaluation and review of NDT results
- Development of NDT techniques and work instructions for specialized applications.
- Providing recommendations regarding the implementation of new or alternative inspection techniques.
- Providing recommendations for the alignment of NOU NDT processes with international practices.
- Review of the ISIPRM 4th and 5th Interval scope and assessment of technique development and inspection design for interval closure.

Support Activities

- Provide technical support for Koeberg's Inspection Qualification strategy (240-123588530)
- Provide recommendations for alignment of Augmented Inspections with International practice.
- Assistance in resolving NNR and Authorised Nuclear In-service Inspector (ANII) issues and queries.
- Level III oversight and acceptance of special NDT projects (i.e., RPV 10 year exam, RPV Head CRDM UT & ET exams).
- Certification of NDE personnel.
- Support of emergent repair/replacement issues regarding construction code compliance and development of NDE techniques for re-qualification.
- Support of Risk Informed ISI periodic reviews
- Ad hoc requests not listed above

The personnel requirements are as follows:-

- A NDE Level III certified in UT, MT, PT, RT, ET and VT (ASME XI) methods, with a minimum of 10 years Nuclear Power Plant related experience.
- ASME Section XI, Pressure Testing Programme experience

- ASME Section XI, Repair/Replacement Programme experience
- ASME Section XI, ISI Programme experience
- RPV automated VT and UT inspection experience
- Certification of NDE personnel experience
- Hydrostatic Test experience desired
- Work Order and Plant Modification Package review experience
- Eddy current testing of heat exchanger tubes experience
- Experience in the following codes: ASME III, ASME V, ASME VIII, ASME IX, ASME B31.1, PER, RCCM, RSEM code applications at nuclear power plants.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Item	Description
ISI	In Service Inspection
NDT	Non Destructive Testing
PIT	Plant Induction Training
ALARA	As-Low-As-Reasonably-Achievable
UT	Ultrasonic Testing
KNPS	Koeberg Nuclear Power Station
ACP	Access Control Point
PEB	Public Exclusion Barrier
RPC	Radiation Protection Certificate
PTW	Permit to Work
RP	Radiation Protection
SAP	Systems Application Process
SA	South African
PC	Personal computer(s)
SHE	Safety, Health and Environmental
PPE	Personal Protective Equipment
VAT	Value Added Tax

Item	Description
ISIPRM	In Service Inspection Programme Requirements Manual
PDI	Performance Demonstration Initiative
PSI	Pre-Service Inspection
Qualified	Meeting the requirements for performance demonstration for ultrasonic examination procedures, equipment and personnel used to detect and size flaws as stipulated in ASME Section XI, Appendix VIII

2 Management strategy and start up.

2.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
General Monthly meetings on contractor performance and feedback	Bi- Monthly meetings during first week of every 2 nd month during non-outage periods	KOU Or Contractor premises	<i>Employer</i> And <i>Contractor</i>
Outages Progress and feedback	Bi-Weekly meetings every 2 nd Wednesday for the full duration of outages or Ad-hoc as required	KOU	<i>Employer</i> And <i>Contractor</i>

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

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

2.2 Contractor's management, supervision and key people

The *contractor* personnel shall fall under the direct supervision of the *Employer's* relevant section that is responsible for the execution of all In-service inspections.

2.3 Training

2.3.1 Generic training

All staff are to be adequately trained for the execution of the task.
All training shall be completed prior to the start of the services.

2.3.2 Competency levels

FFD

- Security Screening Enrolment, Drug test and Criminal Check
(Please note Criminal check takes few days and only once you pass Criminal Check can the following training be booked)
- Medical examination to be performed externally and medical results (including drug test) presented to Koeberg Medical Centre.
- Working at Heights to be performed externally and results presented to FFD centre

Note medical and working at heights external training at the Contractors cost

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

- Material Handling (Online) assessment at Koeberg
- Plant Induction Training (Online) assessment at Koeberg
- Foreign Material Exclusion training (FME) Online assessment at Koeberg
- Human performance training (HP) Online assessment at Koeberg
- Radiation worker training or Requalification on Site
- Safety Induction Course (On site prior to start of work)

Notes:

1. *All the training mentioned above shall be done at Koeberg FFD centre.*
2. *Meeting FFD requirements is entirely the responsibility of the [Contractor/Consultant] and all activities described in procedure 335-68 paragraph 5.1 are performed offsite at the cost of the [Contractor/Consultant] before his/her employees will be registered on the FFD system.*
3. *The applicable training for the individual shall be communicated timeously to the Contractor.*

2.4 Documentation control

Inspection reports are compiled by the *Contractor based on the Employers procedures.*

All documentation compiled for the *services* are handed to the *Employer* in hard copy and electronic media and is in Microsoft format

Documentation in electronic media is not considered master documents.

All drawings and documents compiled for the *service* are sized to metric paper size standards (A4, A3 etc.).

2.5 Invoicing and payment

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

The *Contractor* shall address the tax invoice to be submitted directly to the Eskom e-mail address invoiceseskomlocal@eskom.co.za and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;

- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

Reference to Contract and/or Task instruction number

A descriptive title of the service covered by the Invoice and/or the Contract's assessment number

A copy of the Assessment Certificate/Signed Task instruction

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

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

- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate

The *Contractor* shall provide timesheets for individuals with the monthly assessment.

2.6 Management of work done by Task Order

- A SAP task order, together with an instruction from the *Employer* to perform a Task, is the Employer's notice to the Contractor to carry out a Task.
- The Contractor does not perform any work without a SAP task order accompanying the Employer's instruction to perform a Task.
- The Contractor performing work without a SAP task order is done at the risk of non-payment by the Employer.
- The Employer may not issue a SAP task order after the completion date.
- To enable payment the Employer's Agent and the Contractor signs next to each line of the services on the applicable SAP generated task order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure A, B, C1 and C2 to this Service Information.

3.2 Environmental constraints and management

All consumables shall be discarded in accordance with the Employer's procedures and processes.

3.3 Quality assurance requirements

- The *services* is classified Q3/L2 and thus the *Contractor* complies with the requirements of DSG 318-087 Latest revision - Quality requirements for the Procurement of assets goods and services.



- The on-site work is subjected to a Quality Assurance program. A Quality Plan specific to each outage is established and submitted to the Employer for acceptance before commencement of any on site work.

4 Supplier Development, Localisation and Industrialisation

4.1 Skills development

Eskom will identify certified NDT Level III and Level II employees as “Koeberg trainees” to shadow the experienced Supplier’s Level III. The primary focus area shall be the ISIPRM (ASME XI) work scope. The NDT Level 3 should be competent in least 4 disciplines and be able to execute this work scope at the end of this contract.

The Eskom Level II have to undertake the Level III courses and examinations within the 5-year period, in at least 4 of the NDT disciplines. (E.g. PT, MT , RT and UT)

Tenderers are required to submit proposals of the skill types / occupations to be upskilled for this transaction. The candidates selected for skills development shall be currently unemployed Grade 12 individuals from disadvantaged backgrounds within a 16KM radius of Koeberg preferably.

The proposed methods are listed below:

Magnetic testing (MT) up to Level II
Penetrant testing (PT) up to Level II
Ultrasonic Testing (UT) up to Level II
Eddy current testing (ET) up to Level II

- ✓ The successful tenderer will be obligated to **skill one** candidate for every **R5 Million** spend cumulatively through purchase orders/instructions awarded to the supplier.

NB: Tenderers are encouraged to submit proposals for any other Skills development opportunities

Monitoring and Reporting of SD&L Commitments

The detailed training plan with milestones as to when the training will commence and be completed will be required from the successful supplier 30 days from the award of the contract and must be deemed satisfactory to Eskom before acceptance.

5. General Constraints on how the *Contractor* Provides the Works

The *Contractor* carries out the service, taking due cognisance of the following constraints, as applicable.

- 5.1.1 No private work is allowed on the site. All instructions are subject to approval by the *Service Manager*.
- 5.1.2. No work may be done before the PTW requirements for the job are in place.
- 5.1.3 Work is carried out observing the *Employer’s* “Safety Guidelines for *Contractors*”.

- 5.1.4 All work is subject to, at any given time, inspections from the *Employer's* various Groups, i.e. Safety Risk Management, Fire Risk Management, Inspection & Test, Engineering, and Quality Assurance/Quality Control.
- 5.1.5 All works is governed by the *Employer's* Work Control process. The *Contractor* (Supervisor) will be issued with the work package and the relevant works therein describing the works that must be performed and on which equipment works must be performed.
- 5.1.6 The *Contractor* (Supervisor) records all "As Found Conditions", "Corrective Actions", "Measuring & Testing Equipment", "Craftsman" and his signature on the work package. The above information serves as history for the *Employer* when referring to the works.
- 5.1.7 The *Contractor* complies with any relevant labour legislation and apply to the Ministerial Determination for working hours, and receives approval prior to the starting date. The *Contractor* is to submit the approval to the *Service Manager* prior to starting date.
- 5.1.8 The *Contractor* supplies Personal Protective Equipment (PPE) for his employees.
- 5.1.9 All electrical equipment is checked prior to start of any works by the *Employer's* electrical maintenance department for safety compliance.
- 5.1.10 Some of the *Contractor's* personnel are to be qualified Radiation Workers (Training provided by the *Employer*).
- 5.1.11 The *Contractor* may be requested to provide 24-hour service availability (Outage or other specific periods).
- 5.1.12 The *Contractor* ensures that comprehensive service records and all related history documentation are kept and made available for perusal by the *Employer* at all times.
- 5.1.13 Progress meetings are held with the *Service Manager* or his/her delegate on a daily basis (Outage periods) to discuss any commercial/technical details, or concerns.
- 5.1.14 The *Contractor* ensures that any service rendered does not interfere with the *Employer's* scheduled work and should align himself with *Employer's* work control process.
- 5.1.15 Should the *Employer* become aware of any changes to the activity schedule (programme of notifications), the *Employer* may issue the *Contractor* with a revised programme.
- 5.1.16 Access requirements**
- All personnel are in possession of a valid identification document or passport.
 - All personnel are security cleared to work at the site by the South African authorities
 - The *Contractor* allows 14 days for such clearance. Until clearance is obtained the personnel is allowed on site as a visitor, meaning that the visitor is in constant eye contact with one of the security cleared *Contractor* personnel.
 - Security clearance or refusal thereof does not constitute a compensation event.

- On a daily routine all personnel will access and leave the site via the security controlled access point, where all are subjected to security screening procedures.

5.1.17 Security check points

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

5.1.18 Vehicles and tools/equipment (as applicable)

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

5.1.19 Work in the Radiological Controlled zone (as applicable)

- Where applicable, work in the radiological controlled zone, requires the *Contractor's* personnel to attend a three day Radiation Worker Training course. The course consists of two and half-day theoretical lectures with an examination, medical examination, blood sample and a whole body count. The *Contractor'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 *Contractor* personnel comply with these instructions.

5.1.20 Permit to Work (PTW) (as applicable)

All work performed on the site is governed by the *Employer's* PTW system and no work is allowed without this authorisation.

5.1.21 Emergency Mustering and Accountability and Evacuation

- Due to the nature of the site the *Employer* is required to have full accountability of all personnel at all times.
- The *Contractor* maintains a current status accountability list of all his personnel on site.
- The accountability list is handed to the *Employer* each time a change occurs.

- The *Contractor* ensures that his personnel take full responsibility of this requirement and that its personnel are fully knowledgeable with the mustering requirements as detailed in procedure KAA 611.
- The *Contractor* maintains at all times a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.
- The *Contractor* employs in and about the Provision of the Works only such persons that are careful, competent and efficient in their several trades and callings and the *Employer* reserves the right to object to and require the *Contractor* to remove from the works forthwith any person employed by the *Contractor* in or about the Provision of the Works who, in the opinion of the *Employer*, misconduct's himself or is incompetent or negligent in the proper performance of his duties and such person is not again employed for the works without the written permission of the *Employer*.

5.1.22 Qualification of key personnel

- The *Contractor* ensures that all key personnel assigned to the service meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these personnel members also meet such requirements as the National Nuclear Regulator may stipulate from time to time. Key personnel requirements elaborated in section 13.

5.1.23 Dealings with authorities and obtaining permits

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

5.1.24 Use of the *Employer's* tools and equipment (as applicable)

- For the purpose of expediting the works, the *Employer* may make available equipment or services to the *Contractor* at no cost to the *Contractor*. The *Contractor* does not receive any reimbursement or make any charge relative to the beneficial use of the *Employer's* equipment or services.

5.1.25 Special equipment for irradiated areas (as applicable)

- Any special equipment for work in radiological areas are furnished by the *Employer* at no cost to the *Contractor* except if specified otherwise in the Scope or unless otherwise agreed by the Parties.
- Any additional special equipment furnished by the *Contractor* which in the *Employer's* opinion cannot be recovered (whether decontaminated or not), is charged to the *Employer* at its replacement value which value is determined by mutual agreement at the time when the equipment is furnished by the *Contractor*.

- The *Employer* and the *Contractor*, by mutual agreement decide whether or not any such equipment can still be used, notwithstanding that it has been contaminated.

5.1.26 Control of radioactive equipment, plant or material (as applicable)

- Prior to equipment, plant or materials that is to be used in the *Employer's* site radiological control zones, being brought onto the *Employer's* site, the *Contractor*:
- obtains the *Employer's* acceptance of a Radiological Surveillance Report, provided by the *Contractor*, which details the radiological conditions/cleanliness of the equipment, plant or materials in terms of dose rate and contamination level (fixed/loose); and
- makes available such equipment, plant or materials for scrutiny by the *Employer's* RP Group, when first unpacked/unfolded/uncontained from its original shipment packing.

5.1.27 Confidentiality and Publicity

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

5.1.28 General

While the *Contractor* will perform its duties with due diligence and take all necessary care, there are certain exemptions to the applicability of the penalty clause.

- Where delays are experienced as a result of others, the *Contractor* will not be penalised
- When spares unavailability causes unavailability of a system, the *Contractor* will not be penalised, provided that such unavailability was communicated timeously
- When failures outside of the *Contractor's* control (eg operator error, loss of electrical supplies, loss of cooling or deterioration of cooling outside recommended operating temperatures, fire, flood, catastrophic failure) the *Contractor* will not be penalised
- Should ageing of equipment result in more frequent failures, the targets will be adjusted accordingly. This adjustment will be done after each 3 monthly performance evaluation.

6. Property affected by the service

Location of the site

The site is located at Nuclear Operating Unit 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 Koeberg is indicated on the R27. Koeberg is approximately 30km north of Cape Town and the approximate co-ordinates are 33° 40.7'S and 18° 26.1'E.

After the turn off, the access route follows the main access road to Nuclear Operating Unit

Security check points

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

Life Saving Rules

Document Identifier 240-62196227. The Employer takes a ZERO TOLERANCE stance to the violation of these rules. **(Appendix A)**

Health and safety

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