NEC3 Term Service Contract (TSC3)

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

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

for **The Provision of a Corrosion Protection and Surface Coating Service on an as and when required basis at Koeberg Operating Unit**

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

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

PART C1: AGREEMENTS & CONTRACT DATA

Contents: **No of pages**

C1.1 Form of Offer and Acceptance **[●]**

[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Employer* **[●]**

C1.2b Contract Data provided by the *Contractor* **[●]**

[to be inserted from Returnable Documents at award stage]

C1.1 Form of Offer & Acceptance

Offer

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

The provision of a Corrosion Protection and Surface Coating Service on an as and when required basis at Koeberg 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	**As per pricelist**
	Value Added Tax @ 15% is	**As per pricelist**
	The offered total of the amount due inclusive of VAT is[1]	**As per pricelist**
	(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: .....

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity	**Power Station General Manager**		
for the Employer	**Eskom Holdings SOC Ltd** **Koeberg Nuclear Power Station** **R27 off West Coast Road** **Melkbosstrand** **Republic of South Africa** **7441**		
Name & signature of witness		Date	

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

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

Note:

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

No.	Subject	Details
1	**[●]**	**[●]**
2	**[●]**	**[●]**
3	**[●]**	**[●]**
4	**[●]**	**[●]**
5	**[●]**	**[●]**
6	**[●]**	**[●]**
7	**[●]**	**[●]**

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	**Power Station General Manager**
On behalf of	..... *(Insert name and address of organisation)*	**Eskom Holdings SOC Ltd** **Koeberg Nuclear Power Station** **R27 off West Coast Road** **Melkbosstrand** **Republic of South Africa** **7441**
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		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 *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
10.1	The *Service Manager* is (name):	
	Address	**Eskom Holdings SOC Ltd Koeberg Nuclear Power Station R27 off West Coast Road Melkbosstrand Republic of South Africa 7441**
	Tel	
	Fax	

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

	e-mail	
11.2(2)	The Affected Property is	**Koeberg Operating Unit**
11.2(13)	The *service* is	**The Provision of a Corrosion Protection and Surface Coating Service on an as and when required basis at Koeberg Operating Unit**
11.2(14)	The following matters will be included in the Risk Register	• **Matters notified under early warning procedure and that arise from risk reduction meetings** • **Any other relevant matter at the Parties' discretion**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**72 hours: Routine Maintenance** **24 hours: Outage periods** **or as specified in communication**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is.	**TBC**
30.1	The *service period* is	**5 years (60 months)**
4	**Testing and defects**	**There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data**
5	**Payment**	
50.1	The *assessment interval* is	**between the 25th and last day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**30/60 days following receipt of a valid tax invoice**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.**

6	**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 *Employer*'s 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 *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**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 *Adjudicator nominating body* 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 *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* 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 - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1 Price adjustment for inflation

prices remain fixed for the first 12 months thereafter increase annually.

X1.1 The *base date* for indices is

One month before tender closing

The proportions used to calculate the Price Adjustment Factor are

The prices offered are in Rand and are fixed and firm for the first 12 months of the contract. Thereafter, 10% of the rates will remain fixed and 90% of the rates will be subjected to one (1) annual adjustment as follows:

Unit rate and low maintenance service period fixed charge

0.40	**Labour**	**SEIFSA Table C3 – All hourly paid employees**
0.30	**Material**	**SEIFSA Table M-6 - Construction Input Price Index (CIPI): material purchases for whole industry (Paints)**
0.05	**Equipment**	**SEIFSA Table U – Final Manufactured Goods**
0.10	**Transport**	**SEIFSA Table L-1(A) – Road Freight Cost**
0.05	**Consumables**	**SEIFSA Table D2 – Consumer Price Index**
0.10	**Non-Adjustable**	

Labour

0.90	**Labour**	**SEIFSA Table C3 – All hourly paid employees**
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.

X17 Low service damages

X17.1 The service level table is in

Refer to C3.1, Section 1.4

X18 Limitation of liability

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

The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to the amount stated in the Contract Data.

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 specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	• **12 months after the end of the *service period*.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**7 days of receiving the Task Order**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

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

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

- will adhere to Eskom's Occupational Health and Safety policies, standards, procedures, directives, OHS Specification/requirements, applicable health and safety laws and regulations and other requirements, as amended.
- may not commence work until the Health and Safety file has been approved by the respective Contract Custodian together with the OHS professional.
- Where applicable, 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 Site; and undertakes, in and about the execution of the works, 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.
- warrants that the total of the Prices as at the Contract date includes a sufficient amount for proper compliance with, 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 works

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.

Eskom reserves the right to terminate the contract if the contractor/service provider has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance.

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 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 *Contractor*, 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 *Contractor* to the *Employer*'s property	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the *Employer*'s insurance. The *Employer*'s policy deductible as at Contract Date, where covered by the *Employer*'s insurance.
The *Contractor*'s liability for loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s 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 *Contractor* arising out of and in	The amount required by the applicable law

the course of their employment in connection with this contract	

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 li of indemnity**
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

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

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any

property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer*'s 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*

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 *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the *Contractor*'s 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 Responsibilities: Qualifications:	

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

Experience:

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

A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	2

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. (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*

Notes to the Price Lists

The **unit rates** as requested in the tables of the Price Lists are inclusive of all provisions and costs necessary to comply with all relevant specifications. This includes all site management fees, all costs associated with providing the service, labour, transport to and from site [all workers] travelling, material and consumables, equipment [i.e. any associated costs], protective equipment and clothing [i.e. marked overalls] as well as subsistence charges [i.e. training and sick leave] as described in the service information, but exclusive of Value Added Tax.

The following exceptions to the all-inclusive unit rates apply:

- The unit rate excludes the hire rate for Air Compressor as described in Price List 4.a
- The unit rates exclude the once off-site establishment and de-establishment fee as described in Price List 3.

Tenderers should note that the selected method of payment is using unit rates only. All other costs should be provided for in the unit rates, inclusive of the site management, but excluding the two exceptions stated above. The *Employer* reserves the right not to accept any tenders that deviate from providing all-inclusive unit rates (i.e. providing unit rates but in addition expect to be paid additional fees, such as management, minimum monthly and other expenses).

- The Employer estimates the following average volume of work for Pricelist 1a over a 60-month period, based on historical data:
  - Routine Maintenance - 1000m²/month on 60 month average,
  - Project work - 100m²/month on 60-month average
  - Outage - 350m²/outage on 60-month average
  - Housekeeping (Walls and floors) - 100m²/month over a 60 month average

1. Surface Preparation

Where increased percentages of surface preparation and application of primers will be required for work, the following factors will apply:

20% Surface Preparation, 20% Patch Primer (Sandpaper) Factor of **1**

20 - 50% Surface Preparation, 20- 50% Patch Primer (Mechanical) Factor of **1,25**

50-100% Surface Preparation, 50-100% Patch Primer (Grit blast) Factor of **1,5**

This will only apply where the workable area is more than two (2) square meters (m²), and only to the surface preparation and primer portions of the Total system cost.

The basis of this contract is on condition that the Employer supply compressed air.

2. Overtime/Priority Work (only applicable to Pricelist 1a)

A factor of **1,2** will be applied to priority work only. Priority work is applicable where Task Orders are issued with less than 24 hours' notice for work to commence or where the *Contractor* is instructed to work outside of normal working hours.

3. Unusual Paint Work (only applicable to Pricelist 1a)

A factor of **1,15** will be applied to a task performed in confined spaces.

No difficulty factor will be applied where paint tasks are to be performed at heights above ground level.

A factor of **1.05** will be applied for activities that require a fire watch.

A factor of **1.15** will be applied for activities requiring the use of rope access technicians

4. Normal Work

When task orders are issued to commence 24 hours after the instruction is received and completion may take place during normal hours.

5. Shutdown Work (only applicable to Pricelist 1a)

No shutdown/outage factor is applied, unless prior approval is obtained from the *Service Manager* when extended coverage is required during Outage/Shutdown periods. This factor, when applicable, is equal to the Priority factor **1.2**

6. Normal Hours (Excludes Public Holidays)

Mondays to Thursday 07h30 to 16h35

Fridays 07h30 to 13h30

Last Friday in the month 07h30 to 12h00

The contractor is required to keep to the same hours of work as the employer

7. Labour Rates

Labour rates only apply in the following instances:

a) Where dedicated crews are specifically requested by the *Employer* to be available on site;

b) Instances where no volumes can be measured;

c) When work is performed where no rates applies;

d) The decision to use labour rates instead of units is at the sole discretion of the *Employer.*

8. Material Rates

Material rates are used in the following instances:

a) When material is to be supplied only, and

b) When work is performed where no other rates can be applied.

9. Minimum Charge Per Paint Job (only applicable to Pricelist 1a)

Should the total surface preparation, paint system cost and application of any one painting job be less than the minimum charge amounts, then the applicable minimum amount will be a minimum charge to the *Employer,* i.e all jobs shall be deemed as at least equal to 1 square meter.

Work at the following areas is considered to be controlled areas:

- Reactor Building, Fuel Building
- Nuclear Auxiliary Building
- Other buildings on site identified as a controlled Zone, i.e. SEK and Hot workshop areas.

Works performed in these areas is compensated at the priority factor.

10. Measurement Criteria of Painted Volumes (only applicable to Pricelist 1a)

- Cat Ladders are calculated at 1,35m² per linear meter;
- Handrails are calculated at 0,75m² per linear meter;
- Small bore piping of 3" and less to attract a factor of 1,2 to actual surface areas for blast and paint work;
- Valves in piping is calculated linear surface area rate for the applicable pipe size x factor 1,2 (includes valve flanges), and
- Flanges in pipes is calculated linear surface area rate for the applicable pipe size x factor 0,8.

11. Transport and Material Costs

The *Contractor* provides all transport for his employees, and must ensure to include this in his unit cost. Material costs must allow for application losses, i.e. practical spreading rates, solvents, equipment, consumables etc.

12. Hire Rate For Compressor and the Supply of Sandblasting Grit

When the *Employer* is unable to supply compressed air, the Contractor could be requested to supply a compressor at cost plus a fee rate per day.

The Contractor will be required to supply Sandblasting Grit when requested at cost plus a fee rate.

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIA 100 3 (3 coats - alkyd zinc phosphate primer, alkyd universal undercoat, and modified alkyd enamel finish) · **For interior applications** · **Normal environment** · **Ferritic substrate below 70ºC**					
Nominal DFT		25-40	25-40	25-40	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 100 3 (3 coats - polyamide cured epoxy primer, high build polyamide cured epoxy intermediate, polyamide cured epoxy finish) · **For interior applications** · **Normal environment** · **Ferritic substrate below 70ºC**					
Nominal DFT		50-75	75-100	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 103 3 (Inorganic zinc silicate primer, 2 coats modified alkyd resin or silicone heat resistant aluminium) · **For interior applications** · **Normal environment** · **Ferritic substrate below 70ºC <t >200ºC**					
Nominal DFT		70-80	25-35	25-35	
Paint Cost per m^2	Blas Req				
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIA 104 3 (Inorganic zinc silicate primer, 2 coats modified alkyd resin or silicone heat resistant aluminium)					
· **For interior applications** · **Normal environment** · **Ferritic substrate above 200°C**					
Nominal DFT		70-80	25-35	25-35	
Paint Cost per m^2	Blas Req				
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 107 3 (2 coats - Polyamide cured HDG epoxy primer, polyamide cured epoxy finish)					
· **For interior applications** · **Normal environment** · **Metalised zinc substrate**					
Nominal DFT		50-75		50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 108 3 (2 coats - Polyamide cured HDG epoxy primer, polyamide cured epoxy finish)					
· **For interior applications** · **Normal environment** · **Galvanised substrate**					
Nominal DFT		50-75		50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIA 151 3 (Alkali-resistant primer, 2 coats exterior grade washable acrylic) · **For interior applications - decorative** · **Normal environment** · **Cement plaster ceilings and walls**					
Nominal DFT		25-40	25-40	25-40	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 151 3 (Alkali-resistant primer, 2 coats polyurethane velvet enamel) · **For interior applications - alternative** · **Normal environment** · **Cement plaster ceilings and walls**					
Nominal DFT		25-40	25-40	25-40	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 152 3 (Pink wood primer, alkyd universal undercoat, modified alkyd enamel finish) · **For interior applications - decorative** · **Normal environment** · **Wood substrate**					
Nominal DFT		25-40	25-40	25-40	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIA 153 3 (Alkali-resistant primer, alkyd universal undercoat, modified alkyd enamel finish)					
· **For interior applications -washable**					
· **Normal environment**					
· **Concrete ceilings and walls**					
Nominal DFT		40-50	40-50	40-50	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 156 3 (Manufacturer recommendation regarding concrete sealer/primer coat, solvent-free self-levelling epoxy floor coating)					
· **For interior applications**					
· **Normal environment**					
· **Concrete floors – ultra thick**					
Nominal DFT		MANUFACTURERS RECOMMENDATION		1mm	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIA 157 3 (Manufacturer recommendation regarding concrete sealer/primer coat, 2 coats twin pack epoxy floor coating)					
· **For interior applications**					
· **Normal environment**					
· **Concrete floors – thin film**					
Nominal DFT		MANUFACTURERS RECOMMENDATION	40-80	40-80	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIA 159 3 (Manufacturer recommendation regarding concrete sealer/primer coat, solvent-free self-levelling epoxy floor coating) · **For interior applications** · **Normal environment** · **Concrete floors – thick film**					
Nominal DFT		MANUFACTURERS RECOMMENDATION		1mm	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIB 100 3 (Polyamide cured epoxy primer, high build MIO polyamide cured epoxy intermediate, polyamide cured epoxy finish) · **For interior applications** · **Aggressive environment** · **Ferritic substrate below 70°C**					
Nominal DFT		50-75	100-125	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIB 103 3 (Inorganic zinc silicate primer, high build MIO polyamide cured epoxy intermediate, polyamide cured epoxy finish) · **For interior applications** · **Aggressive environment** · **Ferritic substrate below 70ºC <t >200ºC**					
Nominal DFT		60-75	100-125	100-125	
Paint Cost per m^2	Blas Req				
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIB 104 3 (Inorganic zinc silicate primer, 2 coats modified alkyd resin or silicone heat resistant aluminium)					
· **For interior applications**					
· **Aggressive environment**					
· **Ferritic substrate above 200°C**					
Nominal DFT		60-75	25-35	25-35	
Paint Cost per m^2	Blas Req				
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIB 107 3 (Polyamide cured HDG epoxy primer, high build polyamide cured epoxy intermediate, polyamide cured epoxy finish)					
· **For interior applications**					
· **Aggressive environment**					
· **Metalised zinc substrate**					
Nominal DFT		50-75	70-100	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIB 108 3 (Polyamide cured HDG epoxy primer, high build polyamide cured epoxy intermediate, polyamide cured epoxy finish)					
· **For interior applications**					
· **Aggressive environment**					
· **Galvanised substrate**					
Nominal DFT		50-75	70-100	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIB 153 3 (solvent or water borne polyamide cured epoxy primer, water borne polyamide cured epoxy intermediate, water borne polyamide cured epoxy finish) · **For interior applications -washable** · **Aggressive environment** · **Concrete ceilings and walls**					
Nominal DFT		30	40-80	40-80	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIB 157 3 (Manufacturer recommendation regarding concrete sealer/primer coat, 2coats twin pack epoxy floor coating) · **For interior applications** · **Aggressive environment** · **Concrete floors – thin film**					
Nominal DFT		MANUFACTURERS RECOMMENDATION	40-80	40-80	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIB 159 3 (Manufacturer recommendation regarding concrete sealer/primer coat, solvent-free self-levelling epoxy floor coating) · **For interior applications** · **Aggressive environment** · **Concrete floors – thick film**					
Nominal DFT		MANUFACTURERS RECOMMENDATION		1mm	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PIC 100 1 (polyamide cured epoxy or modified phenolic primer, polyamide cured epoxy or modified phenolic finish coat) · **For interior applications - Decontaminable** · **Nuclear environment –Containment** · **Ferritic substrate < 70°C**					
Nominal DFT		100-125		100-125	
Paint Cost per m^2	Blas Req				
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIC 103 1 (modified silicone or **polysiloxthane** coating primer, modified silicone or **polysiloxthane** finish coat) · **For interior applications - Decontaminable** · **Nuclear environment – Containment** · **Ferritic substrate 70°C < t < 200°C**					
Nominal DFT		30-40		30-40	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PIC 153 1 (water based epoxy surfacer / scraper coat, water borne polyamide cured epoxy intermediate, water borne polyamide cured epoxy finish) · **For interior applications - Decontaminable** · **Nuclear environment – Containment** · **Concrete ceilings and walls**					
Nominal DFT		Depends on surface state	40-80	40-80	
Paint Cost per m^2		On assessment			
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PID 157 1 (Manufacturer recommendation regarding concrete sealer/primer coat, 2 coats twin pack epoxy or modified phenolic floor coating) · **For interior applications** · **Nuclear environment – other than Containment** · **Concrete floors – thin film**					
Nominal DFT		MANUFACTURERS RECOMMENDATION	40-80	40-80	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PID 159 1 (Manufacturer recommendation regarding concrete sealer/primer coat, solvent-free self-levelling epoxy floor coating) · For interior applications · **Nuclear environment – other than Containment** · **Concrete floors – thick film**					
For interior application **Nuclear environment – other than Containment** **Concrete floors – thick film**					
Nominal DFT		MANUFACTURERS RECOMMENDATION		1mm	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PEC 207 2 (Polyamide cured HDG epoxy primer, high build MIO polyamide cured epoxy intermediate, polyurethane finish) · **For exterior applications** · **Marine environment** · **Metalized zinc substrates**					
Nominal DFT		50-75	120-150	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PEC 208 2 (Polyamide cured HDG epoxy primer, high build MIO polyamide cured epoxy intermediate, polyurethane finish)					
· **For exterior applications**					
· **Marine environment**					
· **Galvanised substrate**					
Nominal DFT		50-75	120-150	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PEC 209 2 (Polyamide cured non-ferrous metal epoxy primer, high build MIO polyamide cured epoxy intermediate, polyurethane finish)					
· **For exterior applications**					
· **Marine environment**					
· **Aluminium substrate**					
Nominal DFT		50-75	120-150	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PEC 250 2 (3 coats - water based pure acrylic resin)					
· **For exterior applications - Decorative**					
· **Marine environment**					
· **Concrete and cement rendering**					
Nominal DFT		50-60	50-60	50-60	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PEC 250 2 (water based pure acrylic sealer primer, 2 coats water based pure acrylic resin waterproofing)					
· **For exterior applications - Protective** · **Marine environment** · **Concrete and cement rendering**					
Nominal DFT		N/A	140-160	140-160	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PLA 300 2 (Polyamide cured epoxy primer and 2 coats high build polyamine cured adduct coal tar epoxy)					
· **For liquid contact applications** · **Buried environment** · **Ferritic substrate**					
Nominal DFT		90-110	275-325	275-325	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PLB 403 2 (2 coats Flake glass or vinyl ester system)					
· **For liquid contact applications** · **Water containing suspended matter** · **Ferritic substrate**					
Nominal DFT		500-600		500-600	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PEC 200 2 (inorganic zinc silicate primer, one stripe coat followed by one full coat high build mio polyamide cured epoxy, one coat twin pack polyurethane acrylic finish) · **For exterior applications** · **Marine environment** · **Ferritic substrate below 70°C**					
Nominal DFT	Blas Req	60-75	120-150	50-75	
Paint Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Coating Category: PEC 200 2 (2 coats - water based modified vinyl acrylic**)** · **For exterior applications - Alternative** · **Marine environment** · **Ferritic substrate below 70°C**					
Nominal DFT		180-220		180-220	
Paint Cost per m2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1(a): Unit rates

	Surface Preparation:	Primer Coat	Intermediate Coat:	Finishing Coat:	Total System Cost:
Coating Category: PEC 200 2 (DENSO/Petrolatum TAPE) - System as per manufacturer product TDS					
· **For exterior applications** · **Marine or aggressive (internal) environment** · **Pipe/Structural steel wrapping and flanged joints**					
Product		SS Primer	Petrolatum Tape	Acrylic Top Coat	
DFT: 25% Overlap					
Denso Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Product		Denso D Primer	Denso Ultraseal Tape	Denso Flex	
DFT: 25% Overlap					
Denso Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Product		SS Primer	Petrolatum Tape Denso Base Coat + DS Scrim	Acrylic Top Coat	
DFT: 25% Overlap					
Denso Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					
Product		SS Primer	Denso Mastic	Petrolatum Tape	
DFT: 25% Overlap					
Denso Cost per m^2					
Application Cost per m^2 Without Air					
Total System Cost per m^2 Without Air					

Price List 1 (b)

Low Maintenance Period Fee	
Monthly minimum charge	

The above monthly charge only applies under the following condition:

- When the unit value of the work exceeds the monthly minimum charge, the actual value of units performed successfully is paid. If the actual value of units performed is less than the monthly minimum charge, the monthly minimum charge is assessed for payment. Refer to section 8.3 of the Service Information

Notes to Price Lists 1(a) and 1(b)

a) All prices exclude VAT.
b) No amounts of work or quantities are guaranteed.
c) Where there is any discrepancy on Price List 1(a) between "Total System Cost" Price and the totals of the individual prices, the totals of the individual prices shall apply.
d) The rates and prices will be subject to an annual adjustment with 10% of the rates remaining fixed for the contract period and 90% subject to adjustment as per secondary option X1 of the contract data.

Price List 2 (a): Labour rates

Description		Charge out rate = Total + Profit	Direct	Indirect	Total = Direct + Indirect	Overtime rates		
						OT 1 (1.5)	OT 2 (1.75)	OT 3 (2.0)
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	Site Manager							
2	Technician							
3	Quality Control Inspector							
4	Supervisor							
5	Safety – officer							
6	Rope Access Supervisor Level 3							
7	Rope Access Practitioner Level 2							
8	Rope Access Technician Level 1							
9	Artisan / Grit blaster							
10	Spray painter							
11	Applicator							
12	Brush hand/Semi-skilled							
13	Clerk							
14	General Worker							

Price List 2 (b): Call out rates

	Description	Charge out rate = Total + Profit	Direct	Indirect	Total = Direct + Indirect	Overtime rates	
						OT 1	OT 2
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	Site Manager						
2	Technician						
3	Quality Control Inspector						
4	Supervisor						
5	Safety – officer						
6	Rope Access Supervisor Level 3						
7	Rope Access Practitioner Level 2						
8	Rope Access Technician Level 1						
9	Artisan / Grit blaster						
10	Spray painter						
11	Applicator						
12	Brush hand/Semi-skilled						
13	General Worker						
	Call-outs	Calculated based on the actual time of the assignee on site, with a minimum of 2 (two) hours					

	Description	Price per km	
12	**Transport (whole team, return as defined below) for call-outs**	Per km (max)	Per head per km
a	**1 – 2 persons (LDV)**		
b	**1 – 4 persons (Saloon)**		
c	**5 – 15 persons (Mini bus)**		
d	**16 or more persons (Bus)**		

Notes to price list 2 (a) and 2 (b):

e) The above rates exclude VAT.

f) The rates and prices are to remain fixed for the first 12 months of the contract period. Thereafter, the rates and prices will be subject to an annual adjustment with 10% of the rates remaining fixed for the contract period and 90% subject to adjustment. The applicable index shall be as per Option X1 of the Contract Data.

g) The *Employer* may at any given time request the services of the additional personnel as listed in the above Price List.

h) The **charge out rate in Price list 2(a)** is to include the charges for payment of at least all conditions of service as stipulated in the Basic Conditions of Employment Act and any administration/head office charges related to this contract.

i) The **Direct** rate is the rate paid to the individual.
j) The **Indirect** rate is all cost paid to institutions by the *Contractor* as legislated.
k) Overtime can only be worked under the following conditions:
- Overtime will only be paid if the Task Order specifically makes provision for overtime.
- All overtime must be approved by the relevant *Service Manager* prior to work commencement.
- Not more than Ministerial Determination per week.
- Not more than Ministerial Determination per day over weekdays.
- OT 2 Rate will only be applicable when a Ministerial Determination is in effect. Proof of Ministerial Determination to be provided.
- The Overtime rate is calculated using the applicable factors (1.5 1.75 or 2.0), and includes Contractor's profit on the normal time, but not the overtime portion, i.e. Charge Out Rate for OT = (Total Rate x OT factor) + (NT Charge Out Rate - Total Rate).

l) Callouts are calculated using **Price list 2(b)** and is based on the actual time of the assignee on site, with a minimum of 2 (two) hours.
m) Transport costs are only applicable for rates-based call outs. The call out will be calculated at the cheapest option.

Price List 3: Site Establishment/De-establishment

The unit rates provided under Price Lists 1 and 2 exclude Site establishment and De-establishment.

Description	Price
Site establishment (once-off at start of contract, provide details if applicable)	
Site De-establishment (once-off at end of contract, provide details if applicable)	

Notes to Price List 3

a) The above prices exclude VAT.
b) The above prices include all provisions for successful site establishment and de-establishment. No additional costs shall be applicable.

Price List 4: Ad-Hoc Services

Price List 4 (a)

Hire Rate for Air Compressor	
Actual cost + Mark-up %	**%**

The *Contractor* submits three quotes, of which the *Employer* selects one as the most financially beneficial.

Price List 4 (b)

Supply of Sandblasting Grit	
Actual cost + Mark-up %	**%**

The *Contractor* submits three quotes, of which the *Employer* selects one as the most financially beneficial.

Price List 4(c)

Specialised Corrosion Protection Services				
Description	**Unit**	**Rate (Normal Time)**	**Rate (1.5)**	**Rate (2.0)**
Rubber lining repairs	m^2			
Resin-based coating repairs (corroglass) – Topcoat	m^2			
Resin-based coating repairs (corroglass) – 50% Repair from base metal	m^2			
Resin-based coating repairs (corroglass) – Repair from base metal	m^2			

Notes to Price List 4(a), 4(b) and 4(c)

a) All prices/rates exclude VAT.
b) No amounts of work or quantities are guaranteed.
c) The rates as requested in Price List 4(c) are inclusive of all provisions and costs necessary to comply with all relevant specifications. This includes all site management fees, all costs associated with providing the service, labour, transport to and from site [all workers] travelling, material and consumables, equipment [i.e. any associated costs], protective equipment and clothing [i.e. marked overalls] as well as subsistence charges [i.e. training and sick leave] as described in the service information, but exclusive of Value Added Tax.
d) When extended coverage is required, after hours or weekends, the applicable factors 1.5 or 2.0 will be used.
e) Final quantities are subject to remeasurement.
f) The *Employer* reserves the right to not accept any tenders that deviate from providing all-inclusive rates (i.e. providing square meter rates but in addition expect to be paid additional fees, such as management and other expenses).
g) The rates and prices will be subject to an annual adjustment with 10% of the rates remaining fixed for the contract period and 90% subject to adjustment as per secondary option X1 of the contract data.

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the *service*

The Provision of a Corrosion Protection and Surface Coating Service on an as and when required basis at Koeberg Operating Unit to all plant and non-plant areas in accordance with the Employer's Specifications and guidelines.

1.1. Executive overview

The Maintenance Philosophy of the *Employer* entails that all maintenance services shall be performed in accordance with the requirements of the following cornerstones:

- Productivity;
- Assurance;
- Quality; and
- Safety.

The *Employer* emphasizes results related to output, quality and outcomes rather than how the work is performed. All maintenance tasks will have an outcome orientated and clearly defined objectives and timeframes. The *Contractor* is required to use measurable performance standards and quality assurance plans to achieve these outcomes.

Quality shall be measured both on the selection of materials and the workmanship of the *Contractor*. The material selection shall include order and delivery in accordance with need dates and the proper handling, storage and maintenance of all materials and consumables.

Quality Assurance expected from the *Contractor* shall cover all activities to ensure that its performance at all times comply with "fit for purpose" and "do it right the first time" philosophies. It includes quality services related to production, management and inspection processes. It will further be broadened to provide peace of mind to the *Employer* that all activities will be completed on time, in the correct manner, with no interruptions and delays as a result of the actions of the *Contractor*. In addition to this, the *Contractor* shall be expected to manage its resource pool effectively, and at no times exceed its required radiological dose when working in controlled zones or delay work as a result of inadequate dose or other management issues.

The safety management of the *Contractor* shall be of the highest standard. The *Contractor* is required to ensure an impeccable safety record during the contract term, prompt inspections and immediate rectification of incidents, proper recording and communication of all safety related events, and management and upkeep of all safety registers and attendance of safety meetings to the satisfaction of the *Employer*. Substandard safety practices shall not be tolerated, and will be grounds for termination.

1.2. *Employer's* requirements for the service

The objectives of the Surface Coating service are:

- Coating of required plant areas using correct coating systems and coating specifications; resin-based coating repairs & rubber lining repairs.
- Surface preparation of working areas in accordance with required specifications.
- Proper application of corrosion protection systems in accordance with manufacturer's guidelines, and
- To prevent corrosion on plant areas and assist in optimizing asset reliability.
- Comply with 331-170 procedure.
- The *Contractor* must make use of the latest revision of procedure KWM-MM-COR-001 when performing corroglass coating applications. The *Contractor* ensures Engineering issues new service specification for new applications that are not covered by this contract
- The *Contractor* is encouraged to stay abreast with new technology in the market and make recommendations that will be in the *Employer's* best interest.
- The contract entered with the *Contractor* is non-exclusive and work against this contract can only be performed upon receipt of a Task Order. No amount of work is guaranteed under this contract.

The *services* include the following:

- Supply of consumables, ancillaries and materials including all paints, turpentine, petrolatum tape, etc.
- Repair of rubber lining defects that are recommended by Engineering in any other system covered by service specification(s) listed in this contract.
- Repair and apply approved coatings on various system components including but not limited to CRF outlet water-boxes and pipes, CRF & SEC pumps (volute casing, back plate, stuffing box, and pump sleeves) and defects that are recommended by Engineering in any other system covered by service specification(s) listed in this contract
- The supplying, delivering and transportation of *Contractor's* equipment;
- The supply of Sandblasting Grit in 1.5-ton sling bags.
- The provision of labour, surface preparation, transport of labour force, supervision and suitably qualified Quality Control (QC) personnel for the preparation, evaluation, application and completion of all tasks;
- To operate and perform daily surveillance work in the *Employer's* sandblasting and spray-painting facility. Defects need to be reported to the *Service Manager* in a timely manner within 24 hours following observation.
- Surface preparation costs must be based on either SA or ST (surface preparation quality as per 331-170) as required, and must include blasting pots and hoses;
- The basis of this contract is on condition that the *Employer* supply compressed air;
- The dose management of all personnel, effective resource scheduling and pre-job planning to ensure no delays to the Employer's scheduled maintenance activities;
- The provision of a capable site management, in accordance with the Employer's requirements, including quality assurance, quality control and safety management, and acceptable supervision for the performance of the service, and
- The completion of activity related information for all instructions.
- All work is guaranteed jointly by the coating manufacturer and the coating applicator. The Contractor arranges frequent site visits by the respective coating manufacturers in order to ensure compliance to manufacturers' standards.

- Work is performed on an as-and-when-required basis as requested/instructed in each applicable Task Order.
- Surface preparation costs are based on either blast cleaning or hand cleaning as required.
- The cost is based on full surface preparation as specified in the specifications and relevant coats of each specified coat in the respective systems.
- Material costs allow for application losses, i.e. practical spreading rates, solvents, equipment, consumables etc.
- Investigation of defects and compilation of work packages.

1.3. Interpretation and terminology

a) Plant – All systems controlled by Operating Department and areas that affect plant operations

b) Site – Area within the boundaries of Koeberg game reserve

c) *Service Manager* - the same person as *Employer*`s representative

The following abbreviations are used in this Service Information:

Abbreviation	**Meaning given to the abbreviation**
ACP	Access Control Point
CR	Condition Report
EHR	Equipment History Record
FFD	Fitness for Duty
FME	Foreign Material Exclusion
KOU	Koeberg Operating Unit
KPI's	Key Performance Indicators
MSS	Maintenance Support Services
NKP	National Key Point
OHSA	Occupation Health & Safety Act
PEB	Public Exclusion Barrier
PIT	Plant Induction Training
PPE	Personal Protective Equipment
PTW	Permit to Work
QCP	Quality Control Plan
QC	Quality Control Group
RPC	Radiation Protection Certificate
RP	Radiation Protection

Abbreviation	Meaning given to the abbreviation
RP (PSR)	Responsible Person in terms of Plant Safety Regulations
SABS	South African Bureau Standards
SAP PM	*Employer`s* Work Management System (Computerised)
SDL&I	Supplier Development Localisation & Industrialising
TSC	Term Service Contract

1.4 Low Service Damages

Service Level Table

Service Level Table
Each occurrence is documented and mutually agreed by both parties. All low service damages shall be calculated on the total assessment value (i.e. value including all costs, claims and factors) of each completed month.

Item	Description	Service level	Low service Damage
1	PSR	No violations	Minus 1%
2	Housekeeping	≤ 2 complaints/CR's etc.	Minus 1%
3	Poor workmanship	No damaged/sub-quality materials	Minus 1%
4	Schedule adherence	All work completed by the need date	Minus 1%
5	Safe worker practices	Zero incidents	Minus 3%
6	Radiation Protection	Zero violations	Minus 3%

Note 1: It would be to the benefit of the *Contractor* to have members of his own staff qualified as Responsible Persons (RP PSR). PSR violations excludes admin violations.

Note 2: Housekeeping violations are limited to official complaints, noted and tracked on the Employer's Occurrence management and Observation system, i.e. as a CR (Condition Report) per month.

Note 3: All material brought on Site is in accordance with the *Employer's* specifications and as detailed in the Service Information, and the *Contractor's* agreed standard. Material shall be in good, working condition, properly maintained and looked after, and shall be available for use. The *Contractor* further ensures that his material is maintained in accordance with his Material Maintenance Plan as submitted.

Note 4: The *Contractor* strives at all times to adhere to the schedule requirements. 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.

Note 5: Unsafe work practices are defined as not in accordance with the *Employer's* SHE requirements, including Construction Regulations and OHSA stipulations, and failure of the *Contractor* to take the required

safety precautions as determined by the *Employer* and expected from an experienced contractor. Safety incidents are defined as the following:

1. Any injury that requires medical attention, or
2. Any disabling injury.

Note 6: Radiation Protection violations are limited to:

1. Exceeding prescribed weekly dose target levels, and/or
2. Activation of alarm set point (Dosimetry), and/or
3. Not complying with RP practices, and/or
4. Failing to maintain Radiation worker status.

2. Management strategy and start up.

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

After contract award, the *Employer* informs the *Contractor* of the frequency and detail required in each plan, when and if applicable.

The *Employer* is responsible for all planning of work and will provide the *Contractor* with a detailed plan well in advance. The *Contractor* needs to take note that the plant is always Live and plans are changed frequently during outage periods to meet plant demands. During shutdowns the *Contractor* will be provided with a 3-day plan.

The *Employer* schedules the activities, and the works shall be executed as per the work order generated by the Service Manager's SAP PM Program, the working procedures and approved QCP, where applicable.
The *Contractor* may only execute certain works if the necessary work permits have been approved by the *Employer*.

All works is governed by the *Employer's* work control process. The *Contractor* 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.

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.

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.

The response time on all callouts, from the minute the *Contractor* becomes aware of the required services to the minute that the required services arrive at the workstation, does not exceed 2 hours.

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.

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.

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.

The *Employer's Service Manager* or his delegated representative meets the *Contractor* on a daily basis to hand over the activity list that must be performed. The *Contractor* is required to perform these activities in accordance with all relevant information, guidelines and restrictions contained in each work package, and report back to the *Service Manager* or his delegated representative on a daily basis.

Completion of each activity consists of the confirmation (CNF) of the completed activity on the *Employer's* planning system, and the receipt by the *Employer* of the written record (EHR) of the activity as completed by the *Contractor*.

The *Contractor* may make use of software project management tools to assist it in the planning and scheduling of its work load and have the functionality to provide the *Employer* with a project plan, in the event of an outage. In the event of an outage or project related work, the original duration, remaining duration, back log, delays experienced etc., are to be clearly reflected in a general planning report.

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.

Resource information for manpower, plant and equipment based on the *Employer's* site is required. The number of resources will also determine the number of safety and supervisory personnel.

2.2. Assessment Procedures (Claims)

The following control procedures shall be applied:

2.2.1 Labour

The *Employer's* official Access records shall be the source documents for labour claims. No claim shall be entertained if not in accordance with these records.

The number of resources, per category, is stipulated by the *Service Manager* where applicable. No claims for resource quantities exceeding those as instructed by the *Service Manager* shall qualify for payment.

2.2.2 Other Claims

The *Contractor* shall be required to obtain official written agreement and/or instruction from the *Service Manager* prior to incurring any expense or making any arrangement for which the *Employer* will be liable. Any claim received for costs not accepted through prior agreement by the *Service Manager,* shall not be considered for payment.

2.2.3 Work performed using Unit Rates

The *Employer* records all work performed using a computerised system. On assessment date, the *Contractor* will receive a summary of work performed to date during that specific period. Only work completed until this date, where the required documentation such as hand-over certificates were received by the *Employer* prior to the assessment date, is included in the summary of work performed.

Any outstanding documentation shall only be included in the payment certificate of the following period. The *Contractor* is required to submit all paperwork at least 48 hours prior to assessment date to ensure inclusion in the summary of work performed.

The responsibility to ensure that the summary is a true reflection of the applicable period, and that the correct details have been recorded, remains with the *Contractor*.

2.3 Base Team during routine maintenance periods

The *Employer* is willing to entertain duly motivated requests from the *Contractor* to compensate him during non-peak periods with a monthly minimum charge equal to the cost of his Base Team on site. This ensures that the *Contractor's* cash flow is not impacted on during quiet periods, and the service is continued despite low volumes of work. When the unit value of the work exceeds the monthly minimum charge, the actual value of units successfully performed is paid. If the actual value of units performed is less than the monthly minimum charge, the monthly minimum charge is paid. In months when the monthly minimum charge is paid, no payment for the completed units will be paid in addition to the monthly minimum charge.

This base team consist of all workers necessary to execute the works as well as the site management team which comprises of the following functions: Site Manager, Quality Control Inspector, Supervisor, Technician and Safety officer.

The positions indicated below are the historical numbers of personnel on site to attend to the online maintenance work and can be managed at the *Contractor's* discretion**.**

Typical Base Team for routine maintenance period

Description	Total
Site manager	**1**
Quality Control inspector	**1**
Supervisor	**1**
Supervisor (Rope Access) Level 3	**1**
Rope Access Technician Level 1	**2**
Technician	**1**
Safety officer	**1**
Artisan	**4**
Spray painter	**1**
Brush hand/Semi-skilled	**4**
Admin Clerk	**1**
TOTAL	**18**

2.4 Outage Specific Requirements

In the event of an outage, a dedicated team and supervisor may be required, including Responsible Persons in accordance with Plant Safety Regulations.

Work during a planned shutdown can require 24-hour representation by the *Contractor*. The *Employer* further requires that all outage supervisors shall be present on Site at least 14 (fourteen) days prior to the Shutdown start date in order to familiarize themselves with the conditions, identification of work sites, and undergo the necessary training. All tools and material should be available to the *Contractor* at least 14 (fourteen) days prior to execution.

The *Employer* shall not entertain any delays or disruptions as a result of the *Contractor* in the period leading to and during each outage. The *Contractor* is required to effectively schedule its resources in order to comply with the *completion date*s prescribed by the *Employer* and ensure that dose levels stay below the required maximum measurements. The *Contractor* should ensure that its resource loading is within the *Employer's* requirements, that supervisory and other personnel are suitably competent.

In accordance with the *Employer's* maintenance philosophy and accompanied incentive structure, all materials shall be ordered and received on time, satisfactory maintained and managed, and all work shall be performed on the basis of "do-it-right-first-time."

All resources utilised during an outage shall be required to pass the *Employer*'s Radiation Workers course prior to the start date.

The *Contractor* at all times during the outage maintenance window of approximately 31 days (estimate for information purposes only) have a minimum of 1 (one) base team on site per shift, for an extended dayshift of 12 hours including weekends and public holidays falling within the above period. The *Contractor* is required to cover 24hour shifts should the critical path need to be protected. This is communicated by the *Service Manager* on an as and when required basis.

Typical Base Team for outage period

Description	Qty
Site manager	**1**
Quality Control inspector	**1**
Supervisor	**2**
Supervisor (Rope Access) Level 3	**1**
Rope Access Technician Level 1	**2**
Safety – officer	**1**
Spray painter	**1**
Artisan	**6**
Clerk	**1**
Semi-skilled / brush hand	**7**
TOTAL	**23**

None of the positions is combined during outage involvement. The *Contractor* is compensated for all outage work at the priority rate to compensate for additional costs incurred i.e., shift work, additional base team, and additional transportation.

2.5 Responsibilities of the Contractor's site management team

The *Employer* expects the site management team of the *Contractor* to ensure and drive compliance in terms of the maintenance philosophy of the *Employer*, as detailed in the section entitled "*Employer's* Expectations".

As a minimum requirement, the *Employer* expects the *Contractor's* site management to have the authority to make decisions on the operational and managerial aspects of the service.

The responsibilities of the site management team further include:

- Attendance of all daily supervisor feedback meetings, safety meetings and meetings with the *Service Manager* or his delegates;
- Ability to converse with own personnel and *Employer's* personnel on technical and operational matters;
- Ability to represent the *Contractor* on the *Employer's* management meetings when so required;
- Administer all planning and reporting requirements;
- Ensure sufficient quality control and assurance;
- Ensure that all construction regulations and OHSA requirements are complied with;
- Ensure that all required permits are requested and issued prior to the commencement of work;
- Conduct monthly safety meetings with its personnel, and documentation of all safety issues;
- Be actively involved in its personnel's health & safety issues;
- Monitor and manage its personnel's sick leave and absenteeism;
- Administrate all quotations and invoices from site;
- Be fully conversant with New Engineering Contracts (NEC) philosophy;
- Be the single point of contact for all *Employer* enquiries.

The *Contractor* and its employees are required to conduct themselves at all times in a professional manner. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the event of alleged criminal acts. Any criminal acts by the *Contractor's* personnel may be grounds for termination of this agreement.

The *Contractor* is required to immediately clean and remove any debris and rubble from any work done under this agreement to ensure the *Employers* premises are left in a clean condition after completion.

2.6 Responsible person (RP (PSR)) as per Plant Safety Regulations

The *Contractor* is required to have at least 1 (one) employee/supervisor (during non-outage periods) and 3 (three) employees/supervisors (during outage periods) authorized as a Responsible Person in accordance with Plant Safety Regulations. These employees should have completed the applicable plant safety courses, plant safety regulations course and the oral examination.

The legislative authorization of a Responsible Person at Koeberg Nuclear Power Station must be accompanied by at least 2 (two) years plant experience.

The *Contractor* provides a Responsible Person (authorised in terms of Plant Safety Regulations) or have an authorised Responsible Person within 3 months of placement of contract.

2.7 Management meetings

Either Party may request to convene a meeting using or quoting applicable communication clause in NEC3 Term Services Contract.

The *Contractor* encourages employees to attend ad hoc meetings that are arranged by MSS or Station, e.g. Work Stop, etc. Safety meetings are held periodically, and the attendance of the *Contractor's* safety representative is mandatory.

The *Service Manager* holds ad hoc risk reduction meetings (Clause 16.2). During this meeting the Parties discuss safety, compensation events, subcontracting (If Applicable), overall co-ordination and other matters of a general nature

Separate meetings for specialist activities, such as planning and activities of a technical nature, are convened on an operational level between the duly authorised representatives of the *Service Manager* and their *Contractor* counterparts. 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

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:
Work planning and execution	Before execution of work	To be confirmed	*Eskom Senior Supervisor Contractor*
Risk register and compensation events	As and when required	To be confirmed	*Service Manager, Eskom Senior Supervisor Contractor*
Overall contract progress	Annually on a date and time agreed upon by the *Service Manager* and *Contractor*	To be confirmed	*Service Manager, Contractor, Eskom Senior Supervisor*
Defects	As and when required	To be confirmed	*Eskom Senior Supervisor, Contractor*

2.8. *Contractor*'s management, supervision and key people

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

The *Contractor* employs in and about the Provision of the *Service* only such persons that are careful, competent and efficient in their trades and callings, to achieve nuclear safety.

The *Employer* reserves the right to evaluate, test and interview all personnel designated to perform the works before the security arrangements are made. The *Contractor* is to arrange these interviewing and Technical Assessment sessions prior to the commencement of the applicable Task Order possession.

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

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

The *Contractor* and his employees are required to conduct themselves at all times in a professional manner. It must be noted that the *Employer* will take immediate steps to institute criminal investigation in the event of any suspected criminal acts. Any criminal acts by the *Contractor's* personnel will be grounds for termination of this agreement.

The *Contractor* is required to immediately clean and remove any debris and rubble from any work done under this agreement to ensure the *Employer's* premises are left in a clean condition after completion.

The *Contractor* shall not remunerate his employees at less than the proclaimed statutory wage. The *Employer* can at any time request the financial records of the *Contractor* to do an audit on the actual payments to his employees.

The Contractor shall supply personnel that are suitably qualified to perform the required works as per the *Employer's* requirements in Section 4.1.1.

The *Employer* reserves the right to examine the certification of personnel chosen by the *Contractor*.

The *Contractor* provides an organogram of his resources and reporting structure that includes all resources utilised at *the Employer's* site. The *Contractor* provides this information on contract starting date and informs the Service Manager of any changes. The information includes contact details.

2.8.1. Constraints on how the *Contractor* Provides the Service

The *Contractor* carries out the work under this contract, taking due cognisance of the following constraints, as applicable to the services:

A task may only start when a Responsible Person (PSR) signed on the relevant Permit to Work (PTW), with all safety precautions in place.

No task may commence unless the RP (PSR)/Supervisor has conducted a pre-job briefing, an authorised work package has been issued to the *Contractor* and the contractor personnel have signed onto the workers register where applicable.

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

The *Contractor* shall ensure any witness and holding points as specified in the work order are strictly adhered to.

Should the task be longer than the planned hours or days, the *Contractor* will prepare and submit daily updates, show casing the actual progress and effects regarding timing of the remaining work

The *Contractor* provides the standard and special tools to perform the services. All equipment brought onto site by the *Contractor*, including vehicles, shall be subjected to a general review by the *Employer's* Protective Services or OH&S representative prior to the intervention.

Vehicles are allowed on site if justification is provided to the *Employer* that such a vehicle is essential to provide the service

All electrical equipment is checked prior to start of any works by the *Employer's* electrical maintenance department for safety compliance.

In the event the *Contractor* requires to make use of calibrated equipment, the *Contractor* provides the calibration certificates to the *Employer's* supervisor before using the equipment.

The *Contractor* will have full title to materials on *Site* supplied by him. The *Contractor* will have no title to any materials, if any, supplied by the *Employer*.

The *Contractor* captures service history in the work packages in accordance with procedure KSM-015 The *Contractor* ensures that the *Employer's* Supervisor coaches him of the requirements of KSM-015 before commencing the service.

The working areas must be cleaned daily. All electrical cables and hoses are routed so as not to cross over floors, walkways and doorways. All equipment is packed neatly without interference to access. The *Contractor* ensures that all tools and equipment are removed from the plant on completion of work and leaves the plant in a clean condition.

The *Contractor* is urged to manage the radiation dose levels of its workforce when working in containment and strive not to exceed the prescribed radiation dose levels during work in any controlled area.

Due to the nature of the service, the utmost care should be taken when working at heights. Safety harnesses and the correct wearing of PPE shall at all times be mandatory. The *Contractor's* personnel will further be required to use the correct tooling as intended by the trade.

The *Contractor* shall not be compensated for costs relating to Koeberg required permits, nor for labour/time spent in obtaining it.

The *Contractor* must ensure that he/she is, always, familiar with Koeberg's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process. Note that (within reason) the *Contractor* will have no claim against Koeberg if a permit request is refused.

2.9 Site Services and Procedures

2.9.1 Offices, Workshops and Stores at the *Contractor*'s Yard

The *Contractor* dismantles and clears from site all such temporary structures and associated foundations and infrastructure at the direction of the *Service Manager* on completion. No such dismantling and clearance work is carried out without prior instruction from the *Service Manager*

2.9.2 *Contractor's* Quality Assurance and Quality Control

The *Contractor* ensures that the work is carried out in accordance with the Quality Control Plans or any other specifications through written instructions from the *Service Manager.*

The *Contractor* ensures that all specifications and requirements are communicated to the relevant parties in his organisation and not to deviate from it. All documentation has a clearly stated revision number and previously similar documentation is revoked.

All completed work is signed-off in the Quality Control Plans on a daily basis and all the relevant signatures are on the documentation. A daily status report of completed work/activities is made available to the *Service Manager.*

2.9.3 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.

2.9.4 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.

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.

Any 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

2.9.5 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.

2.9.6 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.

2.9.6 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*.

2.10. Documentation control

The *Contracto*r abides by the *Employer'* standards and conforms to any confidentiality agreement between the Parties. The *Contractor* notifies the *Service Manager* as soon as he becomes aware of any issue that may impact on the agreed standard of control of documents.

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 *Employer*, on request from the *Contractor*, provides copies of all applicable *Employer* standards, procedures, guides and forms.

The *Employer* provides access to all available Affected Property documentation required for Providing the Service.

The *Contractor* provides a list of persons that require authorisation, by the *Service Manager*, for requesting copies of Affected Property documentation.

The *Service Manager* only authorises the relevant personnel once the *Contractor* has signed the Confidentiality and Non-Disclosure Agreement.

Copy requests are made in writing, to the *Service Manager*, and details the exact documentation identification numbers. Documentation is provided in accordance with the latest Accepted Plan

All communication is addressed to the *Service Manager* or the *Supervisor*, as applicable to the TSC3. All communication makes reference to:

- the contract number that is issued by the *Employer* (normally a 46000xxxxx number),
- the title of the contract,
- any previous references relating to the specific communiqué (i.e. a response to a *Service Manager*'s communication),
- the specific TSC3 clause under which the communication is issued,
- whether a reply is required; and
- a unique letter reference number.

The unique reference number to be used for written correspondence between the Service Manager and Contractor and vice versa is as follows:

- From the *Service Manager* to the *Contractor*: 46000……..
- From the *Contractor* to the *Service Manager*: 46000……..

All document deliverables transmitted to the *Service Manager* for review / acceptance / record / information are transmitted under formal communication with an associated document transmittal cover document. Related CDs, data-cards or hardcopy documents are delivered with a hardcopy copy of the formal communication and/or document transmittal to the Employer's nominated information controller – situated on Affected Property.

The title of each letter clearly summarises the purpose of the letter. In accordance with TSC Core Clause 13.7, each notification deals with only one specific issue at a time. In the case where letters are submitted electronically by means of email, the title of the letter is reflected in the subject line and only one letter is submitted per email.

2.11. Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* 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 Amended 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 *Contractor* to this requirement, applicable from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

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

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

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

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- The date of the invoice;
- An invoice number;
- *Contractor's* VAT registration number (if applicable);
- *Employers* VAT registration number - 4740101508;
- Reference to Contract and/or SAP Task Order number;
- The value of the invoice split into payments as per the activity schedule;
- A descriptive title of the service covered by the Invoice and/or the Contract's assessment number;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT

To enable payment against each applicable SAP generated Task Order the *Service Manager* and the *Contractor* must sign next to each line acceptance of the *service*, Plant and Materials or goods delivered on the applicable SAP generated Task Order. The *Service Manager* includes the Goods Receipt Number (GRN) on the SAP generated Task Order. The signed copy of this SAP generated Task Order is promptly returned to the *Service Manager*.

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.

All invoices must be emailed in **.pdf** format to Invoiceseskomlocal@eskom.co.za
Supplier statements must be emailed to Statementseskom@eskom.co.za

2.12. Contract change management

The *Contractor* adheres to the contract change management procedure and KAA-815 for any changes to the scope of the services. The details of the contract change management procedure are agreed between the Service Manager and the *Contractor* at the project kick-off meeting.

2.13. Records of Defined Cost to be kept by the *Contractor*

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

2.14. Insurance provided by the *Employer*

Insurance will be applicable as per insurance reference and Z clauses in the Employer's Contract Data.
Contractor`s account.

2.15. Management of work done by Task Order

Work against this contract can only be performed upon receipt of a Task Order. No amount of work is guaranteed under this contract.

The *Employer* can issue a Task Order or a revision thereof without first seeking a proposal from the *Contractor.*

The *Contractor* performing work without a SAP task order is done at the risk of non-payment by the *Service Manager*.

The Task Order will include the following information:

- A description of Works
- Task Order reference number

- The *Employer's Representative* or *Employer's* Site Supervisor who will be the contact person for all matters concerning the applicable Task Order, including technical direction.
- The contract reference number allocated to the contract

Unless the *Contractor* notifies the *Employer* in writing within the period for reply, after the receipt of a Task order or any revision thereof, that there is an aspect which is unclear, incorrect or unacceptable, the *Contractor* shall be considered to have accepted all the terms of the Task Order as issued.

Any Task Order that is not signed by the duly authorized representative of the *Employer* is void and of no effect, and the *Contractor* shall not be compensated for any work performed pursuant to such Task Order.

The *Service Manager* may not issue a SAP task order after contract validity end date unless the contract is modified and that the *Contractor* has received and agreed to a notification letter stating terms and conditions of modification;

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management

3.1.1 Occupational Health and safety

The *Contractor* shall comply with the health and safety requirements contained in OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the Operational risks and the *Contractor* shall comply with the latest SHE Specification as amended at no cost**.**

The OHSACT 37(2) agreement must be signed by *Employer* and *Contractor*/service provider's representatives.

The *Contractor* OHS professional must conducts internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.

The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.

The *Contracto*r may be selected during internal and/or external Eskom Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods and the contractor shall avail themselves for this audit.

The *Contractor* shall comply with the health and safety requirements and constraints stated in Annexure 1 - SHE Specification

3.1.2 OHS Key Performance Indicators

Contractor/service provider Management Key Performance Indicators (KPI's)

1. Maintain Health and Safety file and compliance to the health and safety plan, Eskom OHS specification and applicable legislation as amended.
2. Always maintain good housekeeping where the task is being executing and/or within the area of responsibility.
3. Contractor must develop, Implement and monitor near miss reporting strategy / programme (reporting of near misses).
4. Comply to Planned Job Observation programmes.
5. Maintain Zero Fatalities for the duration of the contract.
6. At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
7. All incidents must be reported immediately or before the end of shift that the incident took place.
8. All incident investigations must be completed within 10 days of the occurrence of an incident.
9. Incident investigation recommendations shall be closed within the recommended time frame recorded in the Incident investigation report.
10. Close audit findings as per the recommended time frames as per audit report or action raised in Devonway.
11. Close Non-conformance as per the recommended time frames in Devonway.

Note: Monitoring of the above mentioned KPI's will take place through regular audits and inspection.

3.1.3 Contract completion and sign-off

On completion of the project/contract, Eskom team (led by the Contract custodian) involved in the project together with the *Contractor* shall conduct the final meeting to identify the gaps prior to the contract close out. Before the final invoice is paid/processed, the Contract custodian shall ensure that the below requirements are met:

a. Close all incidents and audit findings.
b. Clean the respective yard and ensure good housekeeping where the contractor was working.
c. *Contractor* shall submit safety statistics and a safety file to Eskom BU Safety department for closeout and filling.
d. Completion of a closeout report (Gx OHS Post Contract Review) to close the contractual work.

3.2. Environmental constraints and management

The *Contractor* will ensure compliance with regards to disposal of all materials/wastewater as stipulated in document KAE 012.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure 1 - SHE Specification

3.3. Quality assurance requirements

The *Contractor* complies with the quality requirements of DSG-318-087 Rev 2. The scope of work is classified as Q3/L3.

The *works* are subject to a Quality Assurance Programme that meets the intent of a Quality Management System (QMS) based on ISO 9001:2015.

The *Contractor* implements and maintains a quality assurance programme that as a minimum meets the requirements of the *Employer*.

The *Contractor* ensures that its personnel are conversant with the content of the works information, quality control plans and work instructions.

4. Procurement

4.1 People

4.1.1 Minimum requirements of key people employed

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.

Replacement of below key personnel during the contract shall be subject to approval by the *Employer*.

Site Manager

1) 8 years' experience in field of corrosion protection
2) Basic training qualification in corrosion protection from Corrosion Institute of SA or similar
3) Basic Coating Inspectors course Level 1 or 2 or equivalent
4) Shall be familiar with application of most coating systems for steel, concrete surfaces and internal surfaces for tank and pipe linings

5) Shall have experience in application of most coating i.e epoxies, vinyl's, urethanes, polysiloxanes, butyral and thermal coatings
6) Familiar with the requirements of the Health and Safety and Environmental Act.
7) Hazard Identification and Risk Assessment (HIRA)
8) Incident investigation training,
9) Legal liability
10) Knowledgeable in the requirements of Construction Regulations
11) Managing contracts specifically NEC family of contracts
12) IR training
13) Basic course in project managements
14) Supervisory skills training
15) Computer Literate
16) Report writing skills

Quality Control Inspector

1) 5 years' experience in the field of corrosion protection
2) Basic training qualification in corrosion protection from Corrosion Institute of SA or similar
3) Basic Coating Inspectors course Level 1 or 2 or equivalent
4) Shall be familiar with application of most coating systems for steel, concrete surfaces and internal surfaces for tank and pipe linings
5) Knowledgeable in the requirements of Construction Regulations
6) Computer Literate
7) Report writing skills

Supervisor

1) 5 years' experience in the field of corrosion protection
2) Basic Coating inspectors course Level 1 or 2 or equivalent
3) Shall be familiar with application of most coating systems for steel, concrete surfaces and internal surfaces for tank and pipe linings
4) Shall have experience in application of most coating i.e epoxies, vinyl's, urethanes, polysiloxanes, butyral and thermal coatings
5) Familiar with the requirements of the Health and Safety and Environmental Act.
6) Hazard Identification and Risk Assessment (HIRA)
7) Incident investigation training,
8) Legal liability
9) Knowledgeable in the requirements of Construction Regulations
10) Computer Literate and
11) Report writing skills

Artisan/Spay painter/Grit blaster

1) 3 years' experience in the field of corrosion protection and coating application
2) Apprenticeship in corrosion protection

3) Shall be familiar with application of most coating systems for steel, concrete surfaces and internal surfaces for tank and pipe linings
4) Shall have experience in application of most coating i.e epoxies, vinyl's, urethanes, polysiloxanes, butyral and thermal coatings
5) Shall understand the impact of ambient conditions on coating application
6) Shall be able to demonstrate the use of all tools of the trade i.e vacuum recovery blast units, portable blast pots, hand tools, needle descalers as well as the different spay methods
7) Clear understanding of the different blast profiles.

Safety Officer

1) Hazard Identification and Risk Assessment (HIRA)
2) Incident investigation training,
3) Legal liability
4) Familiar with the requirements of the Health and Safety and Environmental Act.
5) Knowledgeable in the requirements of Construction Regulations
6) Incident and Accident Investigation training
7) NOSA accredited training
8) SAMTRAC/NQF Level 5 OHS qualification
9) Computer Literate
10) Report writing skills

Technician

The Technician has the primary responsibility for investigating and compiling the work packages to ensure work can be completed safely, efficiently, and at a high level of quality.

1) The Technician shall ensure that the final work package issued:
2) Clearly defines the reason for, and the scope of work to be performed.
3) Identifies likely changes or additions to the work scope and prepares the work package to address the primary work scope as well as reasonable contingencies where applicable.
4) Has been prepared at a level of appropriate detail to the complexity of the anticipated activities.
5) Provides documentation needed to complete the primary task and all anticipated contingencies in a safe and timely fashion where applicable.
6) The Technician shall perform a physical walk down of the job site (if accessible).
7) The Technician shall consider additional requirements upfront such as SACs etc. that requires support from OH&S and FRM which is not loaded on SAP as an operation but is required to complete the task.
8) The Technician shall consult with the relevant departments in order to establish at what unit state the work could be carried out at.
9) The Technician is to determine whether contingency operations are required.
10) The Technician shall determine the level of work package to be compiled.
11) The Technician shall determine the relevant spares required for both the primary scope as well as for the contingency to carry out the corrective actions to restore the plant.
12) The Technician shall take into consideration for activities that are performed over a period of time that separate operations are raised in order to flag the history capturing, pre-job briefings, risk assessment, etc.

Rope Access Supervisor

A Rope Access Supervisor shall:

1) be qualified to SAQA Level 3;
2) have a minimum of 5 years working experience;
3) provide on-site management and co-ordination of access work and ensuring that tasks are completed;
4) act as the official on-site representative of the company in matters concerning safety;
5) ensure that all access equipment at the worksite is fit for purpose and safe to use;
6) prepare and submit a rope access operation plan;
7) apply for a work permit where required;
8) ensure that routine safety checks are performed before commencing any rope access activity.
9) Training certified by the International Rope Access Trade Association (IRATA) or the Institute for Work at Height (IWH) will be accepted

Rope Access Practitioner

Rope access technicians shall:

1) be qualified to SAQA Level 2;
2) have a minimum of 3 years working experience;
3) Training certified by the International Rope Access Trade Association (IRATA) or the Institute for Work at Height (IWH) will be accepted

Rope Access Technicians

Rope access technicians shall:

1) be qualified to SAQA Level 1;
2) have a minimum of 2 years working experience;
3) Training certified by the International Rope Access Trade Association (IRATA) or the Institute for Work at Height (IWH) will be accepted

Admin Clerk

An Admin Clerk shall:

1) have Grade 12;
2) have a minimum of 3 years' experience;
3) be computer literate;
4) have sufficient knowledge of office administration;
5) be able to interface with workers/site manager and contract manager regarding issues and concerns related to administrate all payroll activities and issues that may arise;
6) be able to administer the *Employers* fitness for duty database.
7) Keep a complete record of employees attendance records on site.

Semi-skilled/Brush Hand

1) 2 years' experience in the field of corrosion protection and coating application
2) Shall be familiar with application of most coating systems for steel, concrete surfaces and internal surfaces for tank and pipe linings
3) Shall have experience in application of most coating i.e epoxies, vinyl's, urethanes , polysiloxanes, butyral and thermal coatings

4) Shall understand the impact of ambient conditions on coating application
5) Shall be able to demonstrate the use of all tools of the trade i.e hand tools, grinders etc.

The statements above are intended to describe the general nature and level of work being performed by the incumbent(s) of this job. They are not intended to be an exhaustive list of all responsibilities and activities required of the position.

4.1.2 BBBEE and preferencing scheme

A maximum of 10 points maybe awarded to a tender for the specific goals specified for the tender. The points scored for the specific goals must be added to the points scored for Price and the total must be rounded off to the nearest decimal places. Subject to section 2 (1) (f) of the Preferential Procurement Policy Framework Act, The contract must be awarded to the tenderer scoring the highest points.

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

4.1.3 Supplier Development Localisation and Industrialisation (SDL&I)

Refer to the SDL&I for specific SDL&I requirements that will be included as a Contractual obligation with the selector *Contractor*

4.2 Plant and Materials

4.2.1 Correction of defects

Upon the notification of a Defect the *Service Manager* shall identify the period wherein access will be given to the *Contractor* for access to correct the Defects.

4.2.2 *Contractor*'s procurement of Plant and Materials

Plant and Materials supplied by the *Contractor* are new, free of defects of any kind, and fit for the purpose to which they are intended to be used. All material/consumables/spares supplied in providing the *Service* shall comply with all applicable legislation, standards, and specifications. Material costs must allow for application losses.

4.2.3 Tests and inspections before delivery

Specific hold and witness points will be assigned by the *Employer* as part of its acceptance review of the manufacturing and testing quality control plans prior to start of any tests and inspections

4.2.4. Plant & Materials provided "free issue" by the *Employer*

The *Employers* supplies the following in support of the service:

- 230V 50 Hz electrical supply.
- 380V 50Hz, 3 phase power supply.

5 Working on the Affected Property

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

5.1.1 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. All temporary worker/visitors permits are issued at ACP-1.

On a daily routine all personnel will access and leave the site via the sec4.2.5urity-controlled access point, where all are subjected to security screening procedures which includes 100% alcohol testing.

No cellular or mobile phones are allowed beyond ACP 2.

5.1.2 Fitness for duty management

The *Contractor* adheres to the *Employer's* procedure 335-68 - Fitness for Duty Process for Staff who are Required to Perform Work at the Nuclear Operating Unit.

The FFD programme objective is to provide reasonable assurance that all *employees* who are required to perform work on the Koeberg plant perform their tasks in a reliable and trustworthy manner, are not under the influence of any substance, or suffers from any health impairment which in any way adversely affects their ability to perform their duties safely and competently. It also gives reasonable assurance that employees (*Contractor* and Eskom) have been trained/made aware and their technical competence/awareness has been assessed. These requirements are derived from applicable legislation, regulations, Nuclear Licensing requirements, world best practices and Eskom requirements applicable to the Operator of a Nuclear Power Plant.

The requirements differ depending on contractual stipulations and the specific work that the *employee* is required to perform.

As per OHSA the employee's fitness for duty and safety remains the responsibility of the *Contractor* and not Eskom unless it is stipulated otherwise in the SHE specifications of the contract.

Meeting FFD requirements is entirely the responsibility of the *Contractor* and all activities described in procedure 335-68 paragraph 5.1 are performed offsite at the cost of the *Contractor* before his/her employees will be registered on the FFD system.

After contract award the *Service Manager / Employer's Representative* completes an Occupational Health Services Person Job Specification in accordance with KGA- 075 and Procedure 335-68 for each contractor employee, which details the occupational conditions of the work activity on site. The specific details when ticked in the job specification inform the induction training the employee needs to complete.

The documentation required and the specific induction training will be indicated on "Appendix A: Application to register for the Koeberg FFD Programme form" (Refer to Procedure 335-68 latest Rev) for each employee. It is the *Contractors* responsibility to timeously book his employees, including subcontractor employees, for entry medical examinations prior to entering the site. Entry medicals form part of Koeberg's mandatory site access FFD requirements. All contractors (local and international) must have a COVID -19 test result that is negative and not older than 72 hours before they come to the Affected Property for final medical assessment. International contractors must go into quarantine period as stated by the National Institute of Communicable Diseases guidelines from the date of arrival in South Africa. International contractors must perform a COVID 19 PCR test on day seven after arrival in SA. The *Contractor* is responsible for the cost of the COVID -19 test.

The *Contractor* ensures that all his *employees*, including *subcontractors*, brought to site comply with the FFD process requirements prior, during and on completion of all activities. In particular the *Contractor* ensures compliance to the nuclear license requirement that all contractor employees classified as radiation workers on completion of their work period on a nuclear site attends an exit medical examination and receive a final whole body count administered by Koeberg's Radiation Protection Group. For control purposes the last payment of a contract or Task Order is withheld if the tax invoice is not accompanied by written confirmation of completed exit medical examinations and other FFD requirements.

The *Contractor* and the *Service Manager / Employer's Representative* ensure that permit holders that no longer require access to the Site follow the FFD exit procedure. Failure to do so shall result in the individual being denied access to the Koeberg site in future, and *Contractor* may not be considered for further contracts with the Nuclear Operating Unit.

All FFD related enquiries can be emailed to FFDNOU@eskom.co.za

5.1.3 Specific Training Required

The duration of the training will vary according to the experience of the individual. The *Contractor* is to liaise with the *Employer's Representative*, prior to the execution of the works, for an appropriate training period.

Medical Assessments and Police Clearance are to be completed by the *Contractor* and proof supplied to the *Employer* for verification by the onsite Medical Centre and Security. Refer to Procedure 335-68 - Fitness for Duty Process for Staff who are Required to Perform Work at the Nuclear Operating Unit

The Contractor must ensure that all persons who work at height and those who will be required to do rescue at height receive training according to the relevant unit standards. All Supplemental personnel required to perform work at heights must meet the following minimum criteria:

- Attend the Work at Height Awareness course (Koeberg FFD Induction training course).
- Candidates will only gain access to this course upon presenting a Work at Height training certificate (US 229998) issued by an accredited Work at Height training provider.

Generic training:

- Plant Induction Training (PIT)
- Human Performance Training
- Medical Verification
- Safety Induction

Technical Training:

- Technical FME
- Material Handling Awareness
- Work at Height Awareness
- Radiation Workers Training
- Confined Space Training
- Arc Flash Training
- Hazardous Chemicals
- Supervisory Program
- Technical Assessments as required

The duration of the Training will vary according to the experience of the individual. The average duration that should be scheduled and planned for is a maximum of 8 days. The *Contractor* is to liaise with the *Employer's Representative*, prior to the execution of the works, for an appropriate training period. Training is executed via e-learning with self-study and an onsite online assessment of 2 hours, excluding Radiation Worker Training which is classroom training.

The *Employer* will only be liable for the training costs of the courses, and the *Contractor* will be liable for the labour costs for the course duration. If the *Contractor's* employees fail the course, the *Employer* will not be liable for the cost to repeat the course and the cost of the course will be for the *Contractor's* own account.

The *Employer* from time to time requires that the *Contractor's* personnel attend the following compulsory training sessions:

- Monthly Work Team Sessions 2 Hours each. Attendance is compulsory for all personnel and is seen as continuation training.

After successful completion of the required training, each member of the *Contractor* team will be issued with a personal Identification Access Card. Lost or damaged cards will be for the cost of the *Contractor*. Hard hat, safety boots and safety glasses are mandatory safety equipment at Koeberg Nuclear Power Station. The *Contractor* is responsible to supply all his staff with this safety gear prior to the start of the work. Personal protective equipment must comply with SABS standards.

5.1.4 Exit procedure

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

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

5.1.5 Prohibited/unauthorised items on site

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

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

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

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

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

5.1.6 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.

5.2 People restrictions, hours of work, conduct and records

Koeberg reserves the right to verify all personnel employed under this contract. Furthermore, Koeberg reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The *Contractor* keeps records of his people working on the Affected Property and the *Service Manager* shall have access to them at any time.

During the execution of this Contract, other Contractors may be performing work on the plant and the *Contractor* must take due cognisance of this in planning and executing the *Service*

All work will be coordinated by the *Employer*. Working times can be subject to change, the *Employer* will inform The *Contractor* well in advance. Working hours may deviate from 'normal working hours', by mutual agreement.

Koeberg Working Hours

On-line
Monday – Thursday
07h30 – 16h35 (30min lunch break)
Friday
07h30 – 13h30 (no lunch break)
Last Friday in the month: 07h30 – 12:00

Outage
Monday – Sunday
07h00 – 19h00 (day shift)
19h00 – 07h00 (night shift)

5.3 Health and safety facilities on the Affected Property

The *Employer* maintains a first aid and clinic facility which is available for treating minor medical problems. Contractors are permitted to make use of this facility at their own expense if they appear during prescribed consulting hours and are duly authorised by the *Contractor* supervisor. Emergency treatment is provided as needed. Casualty facilities are available at hospitals within a 25km radius.

5.4 Cooperating with and obtaining acceptance of Others

The *Contractor's* duty is to co-operate with Others as expressed under the service information. The *Contractor* co-operates with and does not delay, impede, or otherwise impair the work of Others

Where the *Contractor's* work may affect or interfere with the activities of the *Employer* or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the contractor's plan.

The exchange of information on health and safety matters is particularly important in order to comply with the law as well as with the contract.

The *Contractor* co-operates at any time with an independent person appointed by the *Employer* to review work done by the *Contractor* in Providing the Service.

The *Contractor* co-operates and provides information as required by the *Employer* for issues affecting and improving, either inside or outside the scope of the services.

The *Contractor* makes his own assessment of the problems and difficulties which may be encountered, and no claim of any kind will be allowed on account of providing reasonable access to other contractors as detailed above, or for the requirement of working adjacent to, or in the same area, as other contractors operations

5.5 Equipment provided by the *Employer*

The *Employer* is responsible for provision of training associated with enabling the *Contractor* to gain access to the site. All PPE requirements for Radiological Zones will be provided by the *Employer*.

Controlled Zone tool store: Job specific tools and equipment used in the radiologically controlled zones that cannot be released at the end of contract will be replaced by the *Employe*r at cost.

Tools and equipment supplied by the *Employer* will be formally signed over for use to the *Contractor*. The *Contractor* is liable for any damage caused due to wrong utilization and carelessness and maintains a tool register for applicable tools.

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.

5.6 Site services and facilities

5.6.1 Provided by the *Employer*

5.6.1.1 Painting facilities

The *Employer* provides a Painting workshop facility, Sand blasting-, Spray painting- and Curing Bay facilities, and secure storage area. The *Contractor* is required to periodically monitor these facilities and notify the

Employer of defects in accordance with the guidelines received from the *Employer*. Damage to the *Employer's* equipment and facilities due to negligence is for the *Contractor's* account.

The *Contractor* operates the Sand blasting, spray painting workshop and Air compressor system in accordance with the Driven Machinery Regulations and other stipulations as contained in the Machinery and Occupational Safety Act, 1983 (Act 6 of 1983), or latest revision

The *Employer* further provides a Flammable store (3000 liters maximum capacity storage) and Compressed air system (750 kPa).

5.6.1.2 Support Services

The *Employer* provides a scaffolding service to support painting activities where required.

5.6.1.3 Telecommunications

The *Employer* supplies a phone at the *Contractor's* request. The *Contractor* is responsible for the cost of all calls.

The *Employer* further provides 1 (one) personal computer with access to the *Employer's* Local Area Network (LAN).

5.6.1.4 Water

The *Employer* does not guarantee continuity of supply and no claims for standing time as a result of water shortages are considered. A written request, indicating the *Contractor's* requirements is submitted to the *Service Manager* as soon as possible after the Contract Date.

5.6.1.5 Sanitary Facilities

The *Employer* provides change room and toilet facilities to accommodate 10 people. Permanent toilets to serve the site have been constructed by the *Employer* and the *Contractor's* personnel may make use of these facilities. If and when required during peak times, the *Contractor* might be required to supply temporary portable toilet facilities for its personnel at its own cost.

5.6.1.6 Supply of Electricity

The *Employer* does not guarantee continuity of supply and no claims for standing time as a result of water shortages are considered. A written request, indicating the *Contractor's* requirements is submitted to the *Service Manager* as soon as possible after the Contract Date.

5.6.1.7 Radiation Protection

The *Employer* provides coverage and decontamination services, as required, for on-line and outage work in the radiologically controlled zones.

5.6.2 Provided by the *Contractor*

The *Contractor* shall provide everything else necessary for Providing the *Service,* including offices with furniture with Admin staff.

The *Contractor* dismantles and clears from site all such temporary structures and associated foundations and infrastructure at the direction of the *Service Manager* on completion. No such dismantling and clearance work is carried out without prior instruction from the Service Manager.

5.7 Control of noise, dust, water and waste

The *Contractor* will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference, or danger to the public or any other person working at Koeberg.

At no time shall the *Contractor*:

- allow any palliative or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

5.8 Tests and inspections

5.8.1 Description of tests and inspections

The *Contractor* shall ensure that all equipment is inspected and tested in accordance with relevant health and safety standards incorporated under the relevant Acts, Regulations and Standards.

6 List of drawings

6.1 Drawings issued by the *Employer*

Drawings where required and available will be issued with each task order.

6.2 Specifications

Title	Date or revision	Tick if publicly available
DSG-318-087 "Quality Requirements for the Procurement of Assets, Goods and Services"	Latest	
DSG-310-87 – Generic Service Specification	Latest	
DSG-317-069 – Paints and Coatings (Non Decorative)	Latest	
DSG-313-015 - Repairs to rubber lining on CRF Water Box	Latest	
DSG-310-075 - Repairs to Rubber Lining on SEC Pipes	Latest	
DSG-317-094 – Specifications for Chemical Products & Materials Used at KNPS	Latest	
SABS 0160 – Identification Colour Marking	Latest	✓
SABS 769 – Dust and debris	Latest	✓
SABS 159 (cross hatch cut) – Coating adhesion	Latest	✓
SABS 767 – Condition of steel and cleanliness achieves	Latest	✓
SABS 772 – Blast profile	Latest	✓
SABS 140/141 – Coating adhesion	Latest	✓
SANS 1201 - The application of Rubber Linings to pipes, pipe fittings and vessels	Latest	✓
SANS 141 - Glass-reinforced polyester (GRP) laminates	Latest	✓
331-170 Requirements for Protective Coatings for use at Koeberg Nuclear Power Station	Latest	
32-136 Contractor Health and Safety Requirements		
335-67 Fitness for duty requirements for the Nuclear Operating Unit	Latest	
335-68 Fitness for Duty Process for Staff who are Required to Perform Work at the Nuclear Operating Unit	Latest	

Life Saving rules	Latest	
335-82 EMS for Koeberg Nuclear Power Station	Latest	
KGA-067 SHE Risk Assessment Guide	Latest	
KAA-768 SHE Risk Assessment and Program	Latest	
KGA-073 SHE Specification Guideline	Latest	
KAE-012 Hazardous and Non-Hazardous Waste and Scrap Disposal	Latest	
KWM-MM-COR-001 - Corroglass Protection Coating Repairs	Latest	
240-133087117 Environmental Incident Management Procedure	Latest	
NEMA: National Environmental Management Act (Act 59 of 2008).	Latest	✓
Any other specification applicable to the Task Order	Latest	

7 Appendices

7.1 Annexure 1 – SHE Specification