NEC3 Term Service Contract (TSC3)

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

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

for **Provision of Mechanical Maintenance Support Services at Koeberg Operating Unit (KOU) for a period of five (5) years**

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 & Acceptance

Offer

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

Provision of Mechanical Maintenance Support Services at Koeberg Operating Unit (KOU) for a period of five (5) years

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

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

Options A	The offered total of the Prices exclusive of VAT is	**R [●]**
	Value Added Tax @ 15% is	**R [●]**
	The offered total of the amount due inclusive of VAT is[1]	**R [●]**
	(in words) **[●]**	

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

Signature(s) .....

Name(s) .....

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
		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**
	Tel No.	**[●]**
	Fax No.	**[●]**
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	**[●]**

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

	Fax	**[●]**
	e-mail	**[●]**
11.2(2)	The Affected Property is	**Koeberg Operating Unit**
11.2(13)	The *service* is	**Provision of Mechanical Maintenance Support Services for a period of five (5) years at Koeberg Operating Unit.**
11.2(14)	The following matters will be included in the Risk Register	• **Matters notified under early warning procedure** • **Matters that arise from risk reduction meetings**
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	**Within 8 hrs for Safety Related Issues and Within 24 hours for other 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.	**01 April 2026**
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	**25th 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	**4 weeks**
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:	**Proportion Labour 0.80 — linked to index for: SEIFSA Table C3 – All hourly paid employees — Index prepared by: SEIFSA** **0.20 — Non Adjustable** **1.00** **Equipment and Service** **Proportion 0.80 — linked to index for: SEIFSA Table D2 — Index prepared by: SEIFSA** **0.20 — Non-Adjustable**
X2	**Changes in the law**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	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	• **18 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	**2 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 course of their employment in connection with this contract	The amount required by the applicable law

<u>Z__12.2 Replace core clause 86 with the following:</u>

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*

Part 1 – Emergency Call-Out and Training

Skill Category		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
3.1.	Emergency Call-Out (Mon-Sat)						
3.2.	Emergency Call-Out (Sun/PH)						
3.3.	FFD Training						

Part 2

Skill Category	NT Rate	OT 1 Rate	OT 2 Rate
Project Manager			
Technician			
Safety Officer			
Semi-Skilled			
Machinist			
Admin Clerk			

Part 3

1.1 Balance of plant for Conventional and Nuclear plant (MMBC/MMBN)

Description	Size / Dimension	QTY	Unit Cost	Total Cost	Notes / Frequency
Orifice plate service	Ø12–50 mm (1/2"–2")	—	—	—	Removal, inspection, cleaning, bore verification, gasket replacement, reinstallation
	Ø51–150 mm (2"–6")	—	—	—	Same scope
	Ø151–600 mm (6"–24")	—	—	—	Same scope
Pump overhaul	1–50 HP / shaft Ø50–150 mm	—	—	—	Complete disassembly, condition assessment, cleaning, renewal of defective parts, reassembly, operational testing
	51–200 HP / shaft Ø151–300 mm	—	—	—	Same scope

	201–500 HP / shaft Ø301–500 mm	—	—	—	Same scope
Pump inspections	All	—	—	—	Check pump condition which includes pump casing, ~~and~~ motor, flanges (alignment), ~~and~~ connections (fasteners), pump and motor base, paint/coating, coupling and alignment, and verify nameplates, tags, and instrumentation
Gate valve overhaul	Ø12–50 mm (1/2"–2")	—	—	—	Disassembly, inspection, cleaning, lapping as required, replacement of defective components, reassembly, operational testing
	Ø51–150 mm (2"–6")	—	—	—	Same scope
	Ø151–300 mm (6"–12")	—	—	—	Same scope
Globe valve overhaul	Ø12–50 mm	—	—	—	Same scope
	Ø51–150 mm	—	—	—	Same scope
	Ø151–300 mm	—	—	—	Same scope
Butterfly valve overhaul	Ø12–50 mm	—	—	—	Same scope
	Ø51–150 mm	—	—	—	Same scope
	Ø151–300 mm	—	—	—	Same scope
Check valve overhaul	Ø12–50 mm	—	—	—	Same scope
	Ø51–150 mm	—	—	—	Same scope
	Ø151–300 mm	—	—	—	Same scope
Valve inspections	All	—	—	—	~~Check~~ Inspect overall condition of the valve body and bonnet, flanges and connections, paint/coating, actuators or handwheels, and verify nameplates or tags.
Fan maintenance	Up to 450 mm	—	—	—	Overhaul -dismantling, inspection, cleaning, repair or replacement of worn components, reassembly, alignment, and operational testing
	450 mm – 1200+ mm)	—	—	—	Same Scope
	1200+ mm	—	—	—	Same Scope

Fan Inspections and Testing	All	—	—	—	Check Inspect the condition of fan blades and impellers for cracks, corrosion, or deformation; examine the casing for damage or air leaks; inspect the shaft, bearings and couplings for wear, misalignment, or leaks, Operational testing, Vibration and noise checks, Performance verification.
Filter & strainer replacement	Ø25–125 mm (1"–5")	—	—	—	Inspect and Removal/disposal of old filters/strainers, installation of new, verification
	Ø150–250 mm (6"–10")	—	—	—	Same scope
	Ø275–500 mm (11"–20")	—	—	—	Same scope
V-belt renewal	500–1000 mm length	—	—	—	Removal of worn belts, inspect the condition of pulleys and adjusting bolts, installation of new V-belts, adjustment and alignment, and verification of proper operation.
	2001–5000 mm length	—	—	—	Same scope
Blanks & end caps replacement	DN 50–150 mm	—	—	—	Removal of ~~old~~ blanks and end caps, inspect sealing faces of blanks and threads of the caps, installation of new ones as required, and the verification of proper fitment and sealing
	DN 150–400 mm	—	—	—	Same scope
	DN 400+ mm				Same scope
System requalification	Up to 500 m pipeline	—	—	—	Inspection, testing, verification of system performance
Quick connector refit	Ø10–50 mm (1/2"–2")	—	—	—	Removal of old connectors, installation of new, verification
	Ø51–150 mm (2"–6")	—	—	—	Same scope
System draining & venting	100–10,000 L	—	—	—	Draining, venting, flow verification

	10,001+ L	—	—	—	Same scope
Tank opening/closing	1–100 m^3	—	—	—	Safe opening/closing, gasket/seal inspection/replacement
Opening and closing of vessels	1–10 m^3	—	—	—	Inspection, gasket/seal replacement, cover securing
	11–100 m^3	—	—	—	Same scope
	101–500 m^3	—	—	—	Same scope
	501–1000 m^3	—	—	—	Same scope
Removal/replacement of baffle plates	1–10 m^3 vessel	—	—	—	Lifting, handling, removal, replacement, alignment, and bolt torque verification of baffle plates to ensure proper fit and safe operation.
	11–100 m^3 vessel	—	—	—	Same scope
	101–500 m^3 vessel	—	—	—	Same scope
	501–1000 m^3 vessel	—	—	—	Same scope
Plugging of tubes	1–100 tubes	—	—	—	Cleaning, installation of tube plugs, pressure testing
	101–500 tubes	—	—	—	Same scope
	501–1000 tubes	—	—	—	Same scope
Installation/removal of bellows	Ø50–300 mm (1–24")	—	—	—	Inspection for wear or damage, tightening of fasteners, testing for leaks,
	Ø301–600 mm (25–60")	—	—	—	Same scope
	Ø601–1200 mm (61–120")	—	—	—	Same scope
External Inspections of Water boxes	1–100 m^3 vessel	—	—	—	Checks for corrosion, erosion, cracks, leakage, and structural integrity. Verify all connections, flanges, gaskets, and fasteners are intact and properly sealed.
	101–500 m^3 vessel	—	—	—	Same scope
	501–1000 m^3 vessel	—	—	—	Same scope

Removal/refitting of spool pieces and piping	50–100 mm	—	—	—	Remove, handle, refit, align, torque bolts, test spool pieces and pipes for proper installation and operation.
	DN 150 – 400 mm	—	—	—	Same scope
	DN 400+ mm	—	—	—	Same scope
Draining of pits/pipelines using submersible pumps	1–100 m^3	—	—	—	Drain pits or pipelines using submersible pumps, ensuring complete removal of liquids and safe disposal.
	101–500 m^3	—	—	—	Same scope
	501–1000 m^3	—	—	—	Same scope
Disassembly/assembly of tube bundles	1–100 tubes	—	—	—	Disassemble and reassemble the tube bundles, including removal, inspection, cleaning, and replacement of worn or damaged tubes. Ensure proper alignment, sealing, and secure fastening during reassembly.
	101–500 tubes	—	—	—	Same scope
	501–1000 tubes	—	—	—	Same scope
Adjustment of overhead pipe supports-spring cans and pipe hangers	Ø12–300 mm / 1–12 supports	—	—	—	Detention, retention with correct adjustments settings, realignment and tightening, minor modifications
	Ø301–600 mm / 13–24 supports	—	—	—	Same scope
	Ø601–1200 mm / 25–48 supports	—	—	—	Same scope
System/component requalification	All	—	—	—	Inspection, testing, verification

1.2. Pump house & station (MMPH)

Description	Size / Dimension	QTY	Unit Cost	Total Cost	Notes
Removal/replacement of pipework	DN 25 – 150 mm	—	—	—	Cut, assemble flanges, adjust supports, align, and test pipework for leaks.
		—	—	—	Same scope

	DN 150 – 400 mm				
	DN 400 – 1200+ mm	—	—	—	Same scope
Removal/replacement of manways	300 – 450 mm	—	—	—	Inspect or replace gaskets/seals, align, torque bolts, and test manways for leaks.
	450 – 600 mm	—	—	—	Same scope
	600 – 900+ mm	—	—	—	Same scope
Rake screen inspection/maintenance	Bar spacing: 10–50 mm, Channel width: 1–6 m, Channel depth: 2–12m	—	—	—	Inspection, cleaning (includes unblocking spray nozzles), minor repairs, bearing lubrication, tension adjustment, and operational verification of the rake screen.
Drum screen inspection/maintenance	1 m – 5 m	—	—	—	Inspection, cleaning, minor repairs, bearing lubrication or replacement, tension adjustment, and operational verification of the drum screen.
	6 m – 8 m	—	—	—	Same scope
Circulating cooler pump overhaul	20 – 50 mm	—	—	—	Remove, disassemble, clean, inspect, replace worn parts, reassemble, reinstall, align, and test the circulating pump cooler for leaks.
	50 – 150 mm	—	—	—	Same scope
	150 – 500 mm	—	—	—	Same scope
Gearbox overhaul (Pumps)	20 – 50 mm	—	—	—	Disassemble, clean, inspect, replace worn or damaged gears, bearings, and seals, reassemble, align, lubricate, and test the gearbox for operation.
	50 – 150 mm	—	—	—	Same scope

	150 – 500+ mm	—	—	—	Same scope
Gearbox inspections	all	—	—	—	Check gearbox exterior for cracks, corrosion, leaks, fasteners, alignment, oil level and cleanliness.
Drive train refurbishment (Gearbox)	DN 100–300mm	—	—	—	Disassemble, clean, inspect, repair or replace worn shafts, gears, seals, bearings, couplings, and housings, reassemble, align, lubricate, and test for proper operation
	DN 300–700mm	—	—	—	Same scope
	DN 700–1500+ mm	—	—	—	Same scope
Actuator overhaul	DN 50 – 200 mm	—	—	—	Disassemble the actuator, inspect and repair or replace components, clean, reassemble, and verify proper operation.
	DN 200 – 600 mm	—	—	—	Same scope
	DN 600 – 2000+ mm	—	—	—	Same scope
Actuator inspections	All sizes	—	—	—	Inspect actuators externally for corrosion, damage, leaks, loose connections, and proper mounting.
System draining/venting	DN 25–100mm	—	—	—	Fluid collection and disposal
	DN 100–250mm	—	—	—	Same scope
	DN 250–500+ mm	—	—	—	Same scope
Filter maintenance/replacement	DN 50–150mm	—	—	—	Inspection, cleaning, replacement of filter elements, gasket/seal replacement if required, fasteners and operational verification of the filter system.
	DN 150–300mm	—	—	—	Same scope
	DN 300–600+mm	—	—	—	Same scope
System requalification/leak testing	All	—	—	—	Pressure testing

1.3 Tie Rods Service

Description	Size / Dimension	QTY	Unit Cost	Total Cost	Notes
Visual inspection of tie rods		—	—	—	Check tie rods for cracks, corrosion, deformation, thread condition, and proper tension, ensuring structural integrity and safe operation.
		—	—	—	Same scope
		—	—	—	Same scope
Tightening, adjustment, realignment		—	—	—	Tighten, adjust, and realign tie rods, verify proper tension and alignment, and ensure structural integrity for safe operation. Sizes
	DN 25–50mm	—	—	—	Same scope
	DN 50–100 mm	—	—	—	Same scope
Replacement of corroded/damaged tie rods	DN 100–200+ mm	—	—	—	Remove and replace corroded or damaged tie rods, including alignment, tensioning, and verification of structural integrity for safe operation.”
		—	—	—	Same scope
		—	—	—	Same scope
Cleaning and surface protection		—	—	—	Removal of corrosion, dirt, and debris, followed by application of protective coatings, paints, or anti-corrosion treatments to ensure long-term durability and integrity.
		—	—	—	Same scope
		—	—	—	Same scope
Corrosion prevention coating of tie rods		—	—	—	Prepare surfaces and apply corrosion prevention coatings on equipment, piping, and structures to protect against rust and environmental degradation.
		—	—	—	Same scope
		—	—	—	Same scope

1.4. Machining of Plant Equipment (Online & Outage)

Description	Size / Dimension	QTY	Unit Cost	Total Cost	Notes
Lathe machining onsite – shafts,	Ø 20–100 mm Ø101– 250 mm Ø251–500 mm	— — —	— — —	— — —	Turning, straightening, facing, and finishing to specified tolerances, ensuring alignment and dimensional compliance.
Lathe machining onsite – Journals	Ø 25–75 mm Length 0.2–0.5 m Ø76– 200 mm Length 0.5–1.5 m Ø201–400 mm Length 1.5–2 m	— — —	— — —	— — —	Turning, polishing, and finishing to specified tolerances, ensuring proper fit and alignment with bearings.
Lathe machining onsite - Flanges	Ø100-300 mm t 10-50mm Ø301– 600 mm t 51-100mm Ø600–1000 mm t 101-150mm	— — —	— — —	— — —	Turning, and finishing to specified tolerances, ensuring flatness, alignment, and proper bolt hole positioning.
Milling/drilling onsite Flanges	DN 25–150mm	—	—	—	Inspect, remove, and replace flanges including gasket replacement, bolt hole machining, facing, alignment, and leak testing
	DN 150–400mm	—	—	—	Same Scope
	DN 400–1200+mm	—	—	—	Same Scope
Keyways	DN 50–150 mm	—	—	—	Same Scope
	DN 150–400+mm	—	—	—	Same Scope
Brackets	DN 25–150 mm				Grind or face sealing surfaces, shafts, and flanges to ensure flatness, proper fit, and leak-free operation. Planned

	DN 150–400 mm	—	—	—	Same Scope
	DN 400–1200+	—	—	—	Same Scope
Boring/reaming – line boring, alignment bores	DN 25–150	—	—	—	Perform boring and reaming, including line boring and alignment of shafts, housings, and flanges to ensure dimensional accuracy and proper fit.
	DN 150–400	—	—	—	Same scope
	DN 400–1200+	—	—	—	Same scope
machining – flange facing	DN 25 – DN 300 mm	—	—	—	Machine flange faces to restore flatness, ensure proper sealing, and meet dimensional tolerances
	DN 350 – DN 700 mm	—	—	—	Same scope
	DN 750 – DN 1200+ mm	—	—	—	Same scope
Offsite specialized machining	DN 25–150mm	—	—	—	Perform specialized offsite machining on flanges, journals, or shafts to restore flatness, dimensional accuracy, and proper fit, then return and reinstall components.
	DN 150–400mm	—	—	—	
	DN 400–1200+mm	—	—	—	

Section 2 – Specialized Mechanical Services

2.1 Centrifuge Service

Description	Size Range (meter)	QTY	Unit Cost	Total Cost	Notes

RENEW FRICTION BLOCK & MOTOR COUPLING		—	—	—	Remove and replace the friction block and motor coupling of the centrifuge, align the coupling, verify proper operation, and document the work performed.
2Y OVERHAUL COMPONENT		—	—	—	Disassembly, inspection of rotor, bearings, seals, and other critical parts for wear, corrosion, or damage; cleaning, lubrication, functional testing, leak checks, reassembly, alignment, and documentation of findings
3M CLEAN COMPONENT & FILTER		—	—	—	Clean and inspect centrifuge components and filter, perform functional checks, and document condition.
1Y OVERHAUL CENTRIFUGE		—	—	—	Disassemble, inspect, clean, lubricate, perform leak and functional checks, reassemble, and document findings for centrifuge.
3M CLEAN AND INSPECT		—	—	—	Clean and inspect centrifuge components, perform functional and leak checks, inspect motor coupling, verify alignment and torque.
3M INSPECT INTERNALLY		—	—	—	Disassemble centrifuge as required, inspect internal components for wear, corrosion, erosion, and integrity, perform cleaning and lubrication, verify functionality and leak-tightness, and document findings.
RENEW COUPLING DISC & FRICTION BLOCK		—	—	—	Remove and replace the coupling disc and friction block of the centrifuge or motor drive, align the coupling, verify proper operation, and document the work performed.

2.2 Fiber Glass Maintenance

Description	Size / Dimension	QTY	Unit Cost	Total Cost	Notes
Onsite fabrication/installation of GRP/FRP/RTRP piping	DN 50 – DN 150	—	—	—	Cutting, bonding, curing, installation; GRP/FRP/RTRP material
	DN 150 – DN 400	—	—	—	Same scope
	DN 400 up to DN 600–DN 1000	—	—	—	Same scope
Offsite fabrication and onsite installation of GRP/FRP panels and ducts	1 – 2 m	—	—	—	Lamination, curing, cutting, assembly, joining, sealing, mounting, and inspections, pressure test
	2 – 4 m	—	—	—	Same scope
	4 – 6+ m	—	—	—	Same scope

Repair / reinforcement of GRP/FRP piping	DN 50–150	—	—	—	Patch/Surface repair, sealing, curing; includes fittings/patches, Partial reinforcement / section replacement
	DN 150–400	—	—	—	Same scope
	DN 400–1000+	—	—	—	Same scope
Surface prep & lamination works	DN 50 – DN 1000 / panels/ducts	—	—	—	Cleaning, abrading, resin application; resins/mats/pigments
Replacement of defective GRP/FRP fittings	DN 20 – 50	—	—	—	Includes removal + installation
	DN 51 – 150	—	—	—	Same scope
	DN 151 – 300	—	—	—	Same scope
	DN 301 – 600	—	—	—	Same scope
Surface finishing / coating	DN 50 – DN 1000 Panels/piping/ducts	—	—	—	UV-resistant/chemical-resistant coatings

2.3 HDPE Piping Maintenance

Description	Size / Dimension	QTY	Unit Cost	Total Cost	Notes
Onsite fabrication/installation of HDPE piping (Butt fusion / electrofusion)	Ø 20–50 mm / 1–10 m	—	—	—	Cutting, alignment, fusion welding, pressure testing
	Ø 51–150 mm / 11–100 m	—	—	—	Same scope
	Ø 151–300 mm / 101–500 m	—	—	—	Same scope
	Ø 301–600 mm / 501–1000 m	—	—	—	Same scope
Offsite fabrication of HDPE spools	As per drawing	—	—	—	Prefabricated HDPE spools; fusion welding;
Repair of HDPE piping	Ø 20–50 mm / 1–10 units	—	—	—	Cutting, replacement, fusion welding, leak testing
	Ø 51–150 mm / 11–100 units	—	—	—	Same scope
	Ø 151–300 mm / 101–500 units	—	—	—	Same scope

	Ø 301–600 mm / 501–1000 units	—	—	—	Same scope
Surface prep (HDPE)	HDPE surfaces/joints	—	—	—	Cleaning, scraping, alignment for welding
Installation of HDPE fittings	Ø 20–50 mm / 1–10 units	—	—	—	HDPE elbows, tees, reducers, couplers
	Ø 51–150 mm / 11–100 units	—	—	—	Same scope
	Ø 151–300 mm / 101–500 units	—	—	—	Same scope
	Ø 301–600 mm / 501–1000 units	—	—	—	Same scope
Supply of HDPE materials	—	—	—	—	HDPE pipes, fittings, couplers
Quality inspection & testing	HDPE lines	—	—	—	Hydrotesting, visual inspection, weld bead inspection
Surface finishing / protection	HDPE piping	—	—	—	Marking, protective wrapping where required

2.4: Maintenance of Mechanical Rotables

Description	Unit	Size / Dimension	QTY	Unit Cost	Total Cost	Notes
Overhaul Motor	Each	10–50 kW	—	—	—	Disassembly, inspection, cleaning, repair or replacement of worn components, reassembly, pressure test, alignment, and functional testing
	Each	51–150 kW	—	—	—	Same scope
	Each	151–300 kW	—	—	—	Same scope
Overhaul Pinion gear	Each	Ø 30–100 mm	—	—	—	Inspection, cleaning, lubrication, surface

						dressing, alignment, reinstallation
	Each	Ø 101–200 mm	—	—	—	Same scope
	Each	Ø 201–300 mm	—	—	—	Same scope
Overhaul Submersible pump	Each	Suction/discharge Ø 30–150 mm; Motor 10–50 kW	—	—	—	Disassembly, inspection, impeller/bearing replacement, seal replacement, reassembly, performance testing
	Each	Suction/discharge Ø 160–300 mm; Motor 51–150 kW	—	—	—	Same scope
	Each	Suction/discharge Ø 310–450 mm; Motor 151–300 kW	—	—	—	Same scope
Repair Power jack	Each	Ø 30–100 mm	—	—	—	inspect, repair, and restore the power jack to safe operating condition, fault identification, replacement or repair of worn or damaged components, functional testing under load.
	Each	Ø 101–200 mm	—	—	—	Same scope
	Each	Ø 201–300 mm	—	—	—	Same scope
Repair Hydraulic pump	Each	Ø 30–100 mm	—	—	—	inspect, dismantle, repair, and reassemble the hydraulic pump, fault diagnosis, replacement of worn or damaged seals and components, cleaning, pressure and leak testing
	Each	Ø 101–200 mm	—	—	—	Same scope
	Each	Ø 201–300 mm	—	—	—	Same scope

Notes to Price lists (Part 1, 2 & 3):

- The above prices exclude VAT
- The rates and Prices entered for each item includes for all work and other things necessary to

complete the item.

- The *Contractor* is called out when the need arises and will assess the scope of work and Consult with the Employer's representative to discuss the repair method, and issue a quotation, call out cost as per rates in Part 3.
- The Contractor's call out cost to be included in the quotation.
- The Overtime rate is calculated using the applicable factors (1,5 or 2,0), and includes Contractor's profit on the normal time, but not the overtime portion.
- The Charge out rate in Part 3 is to include the charges for payment of at least all conditions of service as stipulated in the Basic Conditions of Employment Act, any administration charges and overheads related to this contract.
- The Direct rate is the rate paid to the individual.
- The Indirect rate is all cost paid to institutions by the Contractor as legislated.
- The Overtime rate is calculated using the applicable factors (OT 1 = 1.5 or OT 2 = 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).
- Prices for Employer's FFD requirements will be based on actual hours spent on FFD. The Contractor will provide the actual hours for assessment.

The rates and prices entered for each item include for all work and other things necessary to complete the item.

2.5 Office accommodation and/or yard

	Unit	Cabin Size (m)	**QTY**	**Unit Cost**	**Total Cost**	Notes
Office Accommodation (Ski Cabin Size in Metres)	Rental p/m	3.0 × 4.0 (12sqm)	—	—	—	
	Rental p/m	3.0 × 6.0 (18sqm)	—	—	—	
	Rental p/m	7.0 × 3.0 (21 sqm)	—	—	—	
	Rental p/m	6.0 × 6.0 (36sqm)	—	—	—	
Once off mobilisation cost						
Once off demobilisation cost						

Notes

- Prices shall include **delivery, installation, maintenance, and removal**, unless stated otherwise by the Tenderer.
- Removal and clearance shall be carried out **only when instructed by the Service Manager**.
- Prices shall be **fixed for the duration of the Contract**, unless stated otherwise in the Contract Data.

MATERIAL

- The *Employer* will provide tools for work taking place in the NAB and machine shop where specialised tools and supply all controlled zone required clothing that are required other than normal tools.

- The *Contractor* will provide Personal Protective Equipment (PPE) and tools outside the NAB area to their employees / staff and not the *Employer*.

OTHER EXPENSES

Item No.	Description	Amount (ZAR)
1.	Medical examinations done	Actual time * labour rate/hour
2.	Security verification done	Actual time * labour rate/hour
3.	KOU - Induction training	Actual time * labour rate/hour
4.	KOU – Specialised training (e.g.): • Asbestos training • Confined space training • Rigging training • Radiation workers training (Where applicable)	Actual time * labour rate/hour
5.	KOUs FFD Exit procedure per person	Actual time * labour rate/hour
6.	Site establishment • Site base personnel • Infrastructure and IT • Disbursements	*Employer* will provide the water, electricity, access to Lan to raise permit to work (PTW), etc.

Notes:

- All training approved by the *Employer*, will be paid at normal time, unless the contractor deviates rules i.e. after training worker to report, back to work.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	27-33
	Total number of pages	

Contents

C3.1: EMPLOYER'S SERVICE INFORMATION

1. Description of the *service*

The Contractor shall provide Mechanical Maintenance Support Services at the Koeberg Operating Unit (KOU), supporting the Mechanical Maintenance Group. The service includes planned, corrective, and emergent maintenance for conventional and nuclear plant equipment to ensure safe, reliable, and efficient operation.
All activities must align with the Employer's Maintenance Philosophy, emphasizing:

- Productivity
- Quality Assurance
- Safety

Key tasks include outage support, equipment refurbishment, machine shop operations, balance of plant maintenance, and maintenance of critical systems such as pumps, boilers, emergency diesel generators, and fiberglass components.

1.1.Executive overview

This Term Service Contract (TSC3) establishes a collaborative agreement between Eskom Holdings SOC Ltd and the Contractor for delivering mechanical maintenance support at KOU. The scope covers all planned outages, on-line maintenance support, and emergency services (e.g., SDO/LCO, priority work, and standby) as required by the Service Manager.

The Contractor shall provide qualified personnel, fully equipped with tools and PPE, to execute work according to task instructions, approved procedures, work packages, and quality plans. Services must be delivered with high standards of workmanship, safety, and compliance with the Employer's Plant Safety Regulations (PSR) and the Occupational Health and Safety Act (Act 85 of 1993).

The contract includes the supply of off-the-shelf (Q4 level) consumables, spares, and materials related to this work scope (e.g., canvas bellows, fibreglass kits) on an as-and-when-required basis, supporting the Employer's strategic objectives through transparency, collaboration, and reliable execution.

1.2. *Employer's* requirements for the service

- The Employer's objectives are to ensure safe, reliable, and efficient operation of KOU, improve equipment reliability, reduce outage durations, and provide authorised personnel for seamless execution. The Employer seeks a long-term, collaborative relationship with the Contractor based on trust, shared objectives, innovation, and performance standards that optimise plant reliability and availability while delivering cost-effective, high-quality services.

1.2.1 Contractor Responsibilities:

- **Outage Support** – Execute outages according to the Employer-provided plan and schedule, monitor and report progress daily, and provide post-outage reports summarising strategy effectiveness.
- **Outage Execution** – Deliver maintenance and project activities, address defects, support operational reliability and performance, and provide advice on service strategies as required.
- **Emergency Support** – Respond promptly to emergencies, mobilise trained personnel, implement safety procedures, and carry out unplanned work as instructed by the Employer.
- **On-Line Support** – Supervise and support ongoing maintenance, monitor performance, ensure safety and PSR compliance, and participate in monthly operational and safety meetings.

Scope and Schedule: Defined and provided by the Employer, specifying planned outages, deliverables, and expected outcomes.

1.2.2 Employer's Outage Schedule and Scope Definition

a) Outage schedule

The *Contractor* provides the service as per the *Employer's* latest five 5-year production plan

NOTE: The below duration is for information only and can change as per business needs.

CAL YEAR	OUTAGE NUMBER	START DATE	END DATE	OUTAGE DAYS
2026	128	09-Nov-26	14-Dec-26	35
2027	228	30-Aug-27	04-Oct-27	35
2028	129	22-May-28	21-Jul-28	60
2029	229	12-Mar-29	11-May-29	60
2030	130	07-Jan-30	11-Feb-30	35
2030	230	28-Oct-30	02-Dec-30	35
2031	131	04-Aug-31	03-Oct-31	60

1.3 SCOPE OF WORK

1.3.1 Outage Work Scope

Provide Outage Services in accordance with the Employer's latest five 5-year production plan. The Contractor shall carry out all preparatory activities required to ensure safe and efficient outage execution. This includes preparation of work packages, confirmation of material, spare part, tool, and equipment availability, and completion of site inspections and risk assessments. Arrange necessary scaffolding and lifting equipment, Outage work includes, but is not limited to, scheduled maintenance and refuelling outages. The detailed scope of work will be based on the following areas:

- Balance of Plant,
- Vessels and Heat Exchangers,
- Pump house/station,
- Tie-rods scope and
- Machining of plant equipment- Online and Outages.

1.3.1.1 Balance of Plant tasks. Perform routine and corrective maintenance of Balance of Plant equipment, including inspection, removal, and replacement of orifice plates; pump servicing including inspection and repacking; valve overhauls; fan maintenance; filter and strainer replacement; and renewal of V-belts.

- Additional activities include removal and replacement of blanks and end caps, system and component requalification, removal and refitting of quick connectors and associated piping, system draining and venting, adjustment of pipe supports, and the opening/ closing of tanks.

1.3.1.2 Vessels and Heat Exchangers

- Carry out inspections and maintenance work on vessels and heat exchangers, including opening and closing of vessels, removal and replacement of baffle plates, plugging of tubes, and installation or removal of bellows.
- Tasks also include water box removal and replacement, removal and refitting of spool pieces, draining of pits and pipelines using submersible pumps, disassembly and assembly of tube bundle components, adjustment of pipe supports, system/component requalification, and all other legitimate mechanical work related to vessels and heat exchangers.

1.3.1.3 Pump House/Station Services

The Service Provider shall perform inspection, maintenance, repair, and refurbishment activities within the Pump House to ensure continued safe and reliable operation of all associated mechanical systems and equipment.

The scope includes:
- Removal and replacement of pipework to facilitate inspections.
- Removal and replacement of manways.
- Inspection and maintenance of rake screens and drum screens.
- Maintenance of circulating pump coolers.
- Refurbishment of gearboxes.
- Overhaul of valves and actuators.
- Refurbishment of drive trains, including drive shafts and pinion gears.
- Inspection and maintenance of pumps.
- Performance of system draining and venting as required for maintenance activities.
- Removal, replacement, and maintenance of filters.
- Requalification and leak testing of systems at operating pressure.

All work shall be executed in accordance with OEM specifications, applicable safety and quality standards, and the Employer's site procedures. Activities shall be coordinated with the Employer's maintenance schedule to minimize operational disruption.

1.3.1.4 Tie Rods Service

The Service Provider shall carry out inspection, testing, maintenance, and replacement of tie rods at the Employer's premises.
The scope includes:
- Visual inspection to assess condition and integrity.
- Tightening, adjustment, or realignment of tie rods to restore design tension and performance.
- Removal and replacement of corroded, worn, or damaged tie rods and associated hardware.
- Cleaning, surface protection, and corrosion prevention treatment.
- Supply of all required materials, tools, equipment, and competent personnel.
- Submission of inspection and test reports, including any recommendations for corrective action.

Compliance with OEM specifications, structural integrity standards, the Occupational Health and Safety Act, and Employer site procedures.

1.3.1.5 Machining of Plant Equipment – Online and Outage Services

- Perform machining and manufacturing services using lathe machines, milling machines, drilling machines, surface grinders, boring mills, and portable machining equipment.
- These machines will be used onsite to repair, refurbish, or fabricate plant components during both online maintenance and outage activities.
- Provide offsite specialized machining services as required
- Supply semi-skilled personnel on an as-required basis to support machining activities.
- Provision of machinists during both online and outage periods, based on ad hoc requests.
- Specialized offsite machining services for the related scope of work.

1.3.2 Maintenance Services During Normal Plant Operations

The Contractor shall provide comprehensive preventative and corrective maintenance services, including defect rectification, on plant equipment during online operation. All activities shall be performed safely, efficiently, and in a manner that ensures minimal disruption to plant performance.

The scope of work includes, but is not limited to:

- Centrifuge Service
- Fiberglass Piping Repair and Maintenance
- HDPE Piping Repair and Maintenance
- Maintenance Projects
- Maintenance of Mechanical Rotables
- Emergency On-Line Work:

Inspection, overhaul, and maintenance of Emergency Diesel Generators, boilers, pumps, valves, actuators, dampers, fans, gearboxes, motors, and associated components.
Cleaning, inspection, and replacement of filters, rake and drum screens, and coolers.
Inspection and maintenance of vessels, including hydrostatic testing where required.
Refurbishment of gearboxes and drive trains.
Removal and replacement of pipework, quick connectors, and manways to facilitate inspections.
System draining, venting, requalification, and leak testing at operating pressure.
All work shall be carried out in accordance with approved maintenance procedures, OEM specifications, and applicable safety, environmental, and quality assurance requirements. The Contractor shall maintain proper documentation and records of all maintenance activities in compliance with the Employer's standards and regulatory obligations.

1.3.2.1 Centrifuge Service The Service Provider shall perform inspection, maintenance, repair, and testing of industrial centrifuges installed at the Employer's premises.

The scope includes:

Routine and corrective maintenance, including lubrication, balancing, bearing replacement, and drive system inspection.

- Disassembly, cleaning, and reassembly of centrifuge components in accordance with OEM specifications.
- Replacement of worn or damaged parts and seals using approved materials.
- Vibration analysis and performance testing to verify operational integrity.
- Provision of service reports, calibration/test certificates, and maintenance records.
- Compliance with OEM standards, the Occupational Health and Safety Act, and the Employer's safety and quality management procedures.

1.3.2.2 Fiberglass Piping Repair and Maintenance

The Service Provider shall perform on/off-site fabrication, repair, and installation of GRP (Glass Reinforced Plastic), FRP (Fiberglass Reinforced Plastic), and RTRP (Reinforced Thermosetting Resin Pipe) fibreglass and similar components at the Employer's premises.
The scope includes:

- Manufacturing, shaping, and installation of fibreglass panels, ducts, and structures as specified.
- Surface preparation, lamination, and finishing to ensure durability and corrosion resistance.
- Repair or reinforcement of existing fibreglass installations where defects are identified.
- Supply of all required materials, tools, equipment, and skilled labour.
- Quality inspection and testing to confirm compliance with project specifications.
- Execution of all works in accordance with relevant industry standards, the Occupational Health and Safety Act, and Employer site safety and environmental procedures.

1.3.2.3 HDPE Piping Repair and Maintenance

The Service Provider shall perform on-site and off-site fabrication, repair, and installation of HDPE (High-Density Polyethylene) piping systems at the Employer's premises.
The scope shall include:

- Cutting, fusion welding (butt and socket), and jointing of HDPE pipes and fittings.
- Repair of damaged or leaking sections using appropriate HDPE repair techniques.
- Replacement of defective components.
- Testing and inspection of repaired or newly installed sections to ensure leak-free operation.

All works shall be carried out in accordance with OEM specifications, relevant international standards (such as ISO 4427, ASTM D2657), and the Employer's safety and quality management systems, ensuring reliable and durable HDPE piping performance.

1.3.2.4 Maintenance Projects

- The Service Provider shall execute on-site maintenance, repair, and functional testing of mechanical equipment, including the SEC Cooling System, Turbine Hall, CTE Chlorination Plant, ACO, CFI, CRF, CEX, ATE activities, and associated pumps.
- The scope encompasses both routine and corrective maintenance, component replacement, alignment and performance verification, and submission of detailed maintenance reports.
- Supply of personnel (e.g. semi-skilled, entry level artisans, etc.) to support:
    - Boiler and diesel generator outages.
    - low-risk, high-volume activities (such as tube plugging and cleaning operations on big mechanical components) to optimize the utilization of qualified resources.
- All works shall be carried out in accordance with OEM specifications, applicable statutory requirements, and the Employer's safety and quality management systems, to ensure the sustained reliability and efficiency of all assets under maintenance.

1.3.2.5 Maintenance of Mechanical Rotables

Maintenance, repair, and replacement of mechanical rotable equipment in accordance with project specifications and standards which includes:

- valves,
- motors,
- pinion gears,
- submersible pumps,
- power jacks, and
- hydraulic pumps.

1.3.2.6 Emergency On-Line Work:

Provide maintenance support for plant emergencies as directed by the Service Manager.
The specific scope and tasks will be defined and issued through Task Orders**.**

1.3.2.7 Defect Priorities & Response Times

The *Contractor* performs plant walk-downs, identifies defects or anomalies related to Mechanical maintenance and ensures that defects are raised on SAP. The *Contractor* attends to activity schedule and prioritises work to prevent production risks and/or violation of *Employer*`s maintenance programs.

Priority level	**Response Time**
01	Immediate action.
02	Job to be started within 24 hours.
03	Safety defect. To be started as soon as possible. Start date to be determined by the *Employer's* Supervisor.

04	Job to be started within a reasonable period. Start date to be determined by the *Employer's* Supervisor.

1.4. 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
KOU	Koeberg Operating Unit
MMS	Mechanical Maintenance Service Group
OH&SA	Occupational Health and Safety Act
SAP	*Employer`s* Work Management System (Computerised)
SANS	South African National Standards
SABS	South African Bureau Standards
AIA	Approved Inspection Authority
NDT	Non-Destructive Testing
QCP	Quality Control Plan
QC	Quality Control Group
ACP	Access Control Point
FFD	Fitness for Duty
SDL&I	Supplier Development Localisation & Industrialising
TSC	Term Service Contract
FME	Foreign Material Exclusion
PPE	Personal Protective Equipment
RP	Responsible Person in terms of Plant Safety Regulations
PTW	Permit to Work
DVE	Design Verification Engineer
PEB	Public Exclusion Barrier
KPI's	Key Performance Indicators
NKP	National Key Point
PIT	Plant Induction Training

2. Management strategy and start up.

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

The *Contractor* submits an electronic detailed plan of how he intends to provide the service at the times directed by the Service Manager provided that the relevant Task Orders were raised in due time by the Service Manager.

In developing his plan, the *Contractor* considers the following:

➢ Plant Safety Regulations (PSR) will be applicable.
➢ Dose management of workforce will be required (ALARA).
➢ Attending information sessions of the Employer when need arise.
➢ The Employer's latest production plan, outage plans and 5-year vision plan.
➢ Relevant Site procedures and standards,
➢ Generic training and access requirements
➢ Daily toolbox talks, pre job briefings and risk assessment walk downs prior to commencement of work.

The *Employer* is responsible for all planning of work and the *Contractor* needs to take note that the plant is always live.

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.

2.2. 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 MMS or Station, e.g. Work Stop, etc.

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 Supervisor Contractor*
Risk register and compensation events	As and when required	To be confirmed	*Service Manager, 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 Supervisor*
Defects	As and when required	To be confirmed	*Eskom Supervisor, Contractor*
Safety meeting	Monthly	To be confirmed	*Service Manager,* safety officer and Site Manager

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

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.

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 always conduct themselves 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.

All personnel shall be suitably qualified and have the necessary experience to perform the required works as stipulated in the Table below.

Item	Description	Qualifications	Minimum Experience
1	Site Manager	Grade 12 +3 (Nat Diploma in Mechanical engineering) Training in SHE, Admin. & basic HR • Must have advanced skills in Microsoft Office.	Extensive nuclear power industry experience with strong knowledge of safety principles and regulations. Proven project manager and effective leader skilled in guiding diverse teams. Ensures strict safety compliance, conducts inspections, and leads incident investigations.

Item	Description	Qualifications	Minimum Experience
			Excellent communicator with strong collaboration and stakeholder management abilities.
2	Supervisor (Team Leader)	Grade 12 +Trade Test Certificate with red seal (NQF Level 4) / Mechanical Engineering N4 Certificate (NQF Level 4) obtained at any Educational Institution. 5 year's supervisory experience Supervisory Management	Strong leadership and supervisory skills in managing maintenance teams. Experienced in planning, scheduling, and coordinating maintenance to minimize downtime and optimize performance. Technically proficient in mechanical systems and equipment used in nuclear facilities, with knowledge of Eskom and Koeberg procedures. Skilled in preventive and reliability-centered maintenance, safety compliance, and radiation protection. Effective problem-solver and team collaborator with expertise in technical drawings and maintenance best practices
3	Admin Clerk	Grade 12 + Admin certificate & basic HR courses. Minimum 2-5 years' admin experience	Highly organized and detail-oriented professional with strong time management and communication skills. Proficient in Microsoft Office and HR systems, with knowledge of HR principles and compliance. Experienced in maintaining employee records, processing HR paperwork, coordinating recruitment and training, managing payroll data, and handling employee inquiries confidentially and accurately.
4	Planner	Grade 12 + Admin certificate & SAP will be advantageous. Minimum 2-5 years' planning experience	Analytical and detail-oriented professional with strong problem-solving and organizational skills. Proficient in project management software (e.g., Microsoft Project, SAP and Primavera) and familiar with project management methodologies. Excellent communicator and collaborator with knowledge of industry standards and regulations.
5	Technician	Grade 12 +3 (Nat Diploma, Mechanical Engineering) 2-5 years technical experience and knowledge in Mechanical Engineering	Development of work packages. Provide advice and guide maintenance section. Address Day to day technical issues. Render technical advice and support. Execute and evaluate modifications effectiveness. Optimise, evaluate fault finding methods. Perform project management skills. Attend to equipment and employee safety. Maintain

Item	Description	Qualifications	Minimum Experience
			corrective/preventative action program. Attend to daily defects.
6	Snr/Artisan	Grade 12/N3 &Trade test (red seal) (Mechanical Engineering)	Experienced Artisan with expertise in diagnosing, repairing, and maintaining critical mechanical systems, including pumps, valves, turbines, and steam generators. Skilled in conducting inspections, preventative maintenance, overhauls, and equipment installations according to technical drawings and manufacturer specifications. Committed to strict adherence to nuclear safety standards, radiation protection protocols, and quality assurance procedures. Proficient in using a variety of hand tools, power tools, and specialized machinery. Strong understanding of mechanical principles and industrial operations, with a focus on reliability, efficiency, and accurate maintenance documentation.
7	Data Capturer	Grade 12 / Snr Certificate or equivalent. Computer literacy (MS Word, Excel and PowerPoint). SAP will be advantageous	Experienced Data Capturer with strong computer, typing, and database skills. Detail-oriented and accurate, with excellent organizational and time management abilities. Capable of working independently or in a team to capture, verify, and maintain data accurately, identify and correct errors, and liaise with employees and customers as needed.
8	Safety Officer	Grade 12 + national diploma in health and safety or safety management	Experienced Safety Officer skilled in identifying, assessing, and controlling workplace hazards and risks. Proficient in documenting hazards, supervising temporary work areas, and ensuring safe handling, storage, and disposal of hazardous materials. Expertise in transitioning safety procedures to digital management systems, ensuring OSHA compliance, providing training, and enforcing health, safety, and environmental policies. Conducts workplace accident investigations and coordinates with relevant authorities to maintain a safe and productive work environment.
9	Turner- Machinist	Grade 12/N3+Trade Test Mechanical Engineering+3-5 years' experience in technical field.	Skilled Machinist with expertise in reading and interpreting mechanical drawings and operating manual and CNC turning lathes. Experienced in selecting cutting tools, mounting

Item	Description	Qualifications	Minimum Experience
			workpieces, performing roughing and finishing operations, and conducting quality control checks. Knowledgeable in lathe maintenance, mechanical maintenance practices, and safe workshop procedures. Demonstrates precision, reliability, strong manual skills, and the ability to work independently, follow instructions, and adapt to shift work.
10	Semi-skilled labourer	Grade 10/12 + Minimum 2 years Technical	Skilled in assisting with the assessment, inspection, and maintenance of tools and equipment to ensure safety, efficiency, and minimal plant downtime. Experienced in enforcing SHE policies, performing component cleaning, monitoring confined spaces, managing faulty tools and spare parts, and participating in section meetings. Supports safety audits by maintaining accurate safety documentation and reports.

2.3.1. 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 SAP task order, together with an instruction from the Service Manager to perform a Task, is the Service Manager's notice to the *Contractor* to carry out a Task;
The *Contractor* does not perform any work without SAP task order accompanying the Service Manager's instruction to perform a Task;
The *Contractor* performing work without SAP task order is done at the risk of non-payment by the Service Manager.
The Service Manager may not issue 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 the conditions of modification;

- The Service Manager 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.
- Work shall only start when the Contractor's Responsible Person (RP) has signed on the relevant Permit to Work (PTW), with all safety precautions in place;
- No work may be started unless the Contractor's RP has conducted a pre-job briefing, an authorised work package has been issued to the Contractor personnel and the Contractor personnel have signed the workers register.
- The urgency shall be given to activities that are on the critical path. The Contractor shall prepare and submit updates daily, showing actual progress and the effect regarding timing on the remaining work.
- The Service Manager shall at any time during the service period instruct the Contractor to carry out additional work which is part of the service and/or which is of an emergent or emergency nature, at no additional cost to the Service Manager, i.e. if this work falls within the maintenance working window.
- The rework shall be based on assessments performed by both parties and shall be penalised depending on the outcome of the investigation, following mutual agreement between the *Service Manager* and the *Contractor.*

- In instances where the *Contractor* performs substantial and unacceptable quantities of rework during the agreed work window, and the rework is due to the *Contractor's* fault, the cost of additional and/or emergent work is offset against the cost of rework, following mutual agreement between the *Service Manager* and the *Contractor.*
- No work shall be performed without direct supervision.
    a) A list of applicable documents, issued by the *Service Manager*, is made available to either Party one week, or as otherwise agreed, prior to the start of the service. In these documents, reference must be made to the applicable procedures (reference and revision number).
    b) The *Contractor* must walk down the plant post maintenance interventions to ensure that the plant is left in a satisfactory and acceptable condition.

2.4. 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

2.5. 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

2.6. Contract change management

The *Contractor* is responsible to document and resolve any required changes on his design/Equipment. The approval process indicated in the Service Information is adhered to, by the Contractor.

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.

2.7. 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

2.8. 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.

2.9 Training workshops and technology transfer

All work carried out by the *Contractor* under or in connection with this contract makes use of competent and professional knowledge that conforms to internationally or national accepted standards and practices prevailing in the nuclear industry

2.10. Design and supply of Equipment

- Not Applicable

2.11. 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 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. The Service Manager requests a quotation from the *Contractor* when required, that includes a breakdown of the task required with detailed expectations in terms of performance, quality and standards
.
The Service Manager requires the *Contractor* to quote for each specific request in accordance with the contract rates as contained in the Price List.

Any variances are properly justified, and it is at the Service Manager's discretion to accept quotations.

The Service Manager consults with the *Contractor* at least four (4) months prior to each outage for the purposes of finalising the contents of the Task Order for each outage. The *Contractor* provides a quotation, including an

activity bar chart, at least three months prior to the start of each outage. The activity bar chart is not in substitution of the Task Order programme required in terms of this contract.

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/supplier/consultant who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000.Note: Induction will only after the above documents have been submitted and accepted by Eskom.

3.1.2 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 SAP QIM.
11. Close Non-conformance as per the recommended time frames in SAP QIM.

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

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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 shall comply with the environmental criteria and constraints.

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

3.3. Quality assurance requirements

The *Contractor* applies and conforms to the quality assurance requirements stated in the *Service Information* and Task Orders for all work undertaken in connection with the service.
Any further quality assurance requirements and associated control documentation specific to a Task Order is provided by the *Service Manager* for *Contractor* acceptance before work commences on the Task Order.

3.3.1 Quality assurance

a) The Employer`s standards for quality are Quality Level 3.
b) General Service Manager's Quality Requirements are in DSG-318-087 and DSG-310-087.
c) The Contractor maintains and controls the quality documents as per section 5.6 of DSG-318-087.
d) The Contractor ensures that any Subcontractor employed by him adheres to Employer`s Quality Assurance Programme (QAP) to meet the Quality Assurance (QA) requirement of the Contractor appropriate to the service.
e) The Service Manager reserves the right to at any time audit and/or monitors the control between the Contractor and Subcontractors, as well as the performance of the Contractor's Subcontractors. Such audits are done by prior notification and in liaison with the Contractor.
f) The duly authorised representative of the Employer and Employer`s Appointed Inspection Authority (AIA) or the regulatory body are offered access to the Contractor.
g) Subcontractors premises at reasonable times to monitor compliance with QA requirements and to participate in final inspections.
h) The Contractor ensures that his staff and Subcontractors are conversant with the content of the services as defined by the Service Information, quality control plans/work plans and work instructions.
i) Contractor's authorisation of personnel (including Subcontractors personnel), applied for providing the Services, is made available to the Service Manager on request.
j) The Contractor's quality assurance system and quality control programmes are subject to review and acceptance by the Service Manager. The Service Manager clarifies the list of applicable internal documents and perimeter for review.
k) The Contractor submits the names of its Subcontractors, as required by clause 26.2, to the Service Manager, for acceptance at least 8 weeks prior to commencement of work by the Subcontractors.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Replacement of key personnel during the contract shall be subject to approval by the *Employer*. Refer to Section 2.3 for full requirements and responsibilities.

4.1.2 BBBEE and preferencing scheme

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

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 Specifications

4.2.2 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.

4.2.3 *Contractor*'s procurement of Plant and Materials

- The *Contractor* shall ensure that all tools are in serviceable condition before the plant intervention.
- The *Contractor* will be liable for the replacement of damaged Employer`s equipment due to bad work practices, negligence, etc. The compensation method shall be determined by the Service Manager with the agreement of the *Contractor*, and the compensation value shall be market related.
- The *Contractor* provides tools when requested to so by the Service Manager using formal contract applicable instruction(s).
- The preparations of all the tools used in the provision of the service and provided by the *Contractor* are the responsibilities of the *Contractor*. The *Contractor* clearly indicates in his plan these responsibilities and provides a complete breakdown of the financial implications prior to receiving a Task Order.

4.2.4 Tests and inspections before delivery

Not Applicable

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

- The *Contractor* is required to confirm that all the necessary materials for the *services* has been supplied and safely delivered to site to meet all the requirements for the *services*. Any additional materials or replacement materials necessary for the *services* will be supplied by the *Contractor*. The *Contractor* surveys all the materials at an early stage of the project, before start verifying that they are in good condition, to implement the project.
- The *Contractor* is required to survey all consumables and limited shelf-life materials such as resins and illustrates to the *Employer* these are suitable to be used for *services*.
- Any Free issue of material will be listed in Task Orders.

5 Working on the Affected Property

• The *Contractor* complies with the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, and the Protection of Information Act 84 of 1982 and in general with all laws, regulations, byelaws and requirements of local and other authorities which may be applicable to the works and as amended or replaced.
• The *Contractor* complies with the *Employer's* Radiological Safety Regulations Programme, and in general, the whole framework of plant rules and regulations which may be in force at the *Employer's* facilities all the time.
• At the site, the *Contractor* shall at all relevant times be under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above two Clauses hereof. However, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation, and the failure of the *Employer's* Power Station Manager to act in any specific manner will make him or the *Employer* liable in any way whatsoever.
• The *Contractor* complies with the Basic Conditions of Employment Act No. 75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation, and cost arising from the *Contractor's* transgression of the Act.

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 security-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 Requirements for Work to be performed inside the Owner Controlled Areas of Koeberg Nuclear Power Station.

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.

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. 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 Requirements for Work to be performed inside the Owner Controlled Areas of Koeberg Nuclear Power Station.

Generic training :

Type of Training	Duration
Plant Induction Training (PIT)	1 day (if required)
Fitness for Duty Testing (security access screening, drug testing, criminal record verification, etc.)	½ day (if required)
Medical Verification	2 days (if required)
Safety Induction	1 hour (prior to start of work)
Radiation Workers Training – Requalification	1 day
Radiation Workers Training – Initial	3 days

The duration of the Generic 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.

Technical Training:

- Confined space training
- Clean condition training
- Technical FME
- Working at height/Material Handling Awareness
- Hazardous chemicals
- Technical Assessments as required

*Working at Height Awareness Training – 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. Refer to **Eskom Work at height standard 32-418**

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.

The Employer's working hours is stipulated below:
Normal working hours:

Mon-Thu: 07h30 – 16h35
Fri: 07h30 – 13h30
Last Friday of the month 07h30-12h00

Outages:
Monday – Sunday: possible 24-hour cover. This is subject to Employer approval.
The Contractor takes due cognisance of the Employer's working hours whilst providing the service and performs regular reporting of person hours worked monthly to the Service Manager.

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*

For the purpose of expediting the *service*, the *Employer* will not be providing any equipment except special equipment for radiation areas (as applicable)

- Any special equipment for *services* in radiological areas are furnished by the *Employer* at no cost to the *Contractor* except if specified otherwise in the Service Information or unless otherwise agreed by the *Service Manager* and the *Contractor*.

Any additional special Equipment furnished by the *Contractor* which in the *Employer's* opinion cannot be recovered (whether decontaminated or not), is charged to the *Employer* at its replacement value which value is determined by mutual agreement between the *Service Manager* and the *Contractor* at the time when the Equipment is furnished by the *Contractor*. The *Service Manager* and the *Contractor*, by mutual agreement decide whether or not any such Equipment can still be used, notwithstanding that it has been contaminated.

5.6 Site services and facilities

5.6.1 Services Provided by the *Employer*

5.6.1.1 Electric power supplies

Electric power for construction is supplied free of charge, but connection fees are for the *Contractor's* account. All installations comply with the details set out under Construction Power Supplies, OH&SA (Act 85 of 1993).

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Electrical supply point	X		• Power supply points will be made available to which the *Contractor* interfaces for his power requirements. Three levels of power supplies are available: • 220V AC rated at 15 A at various positions on Site, • 380V AC three phase rated at 32 A without neutral at various positions on the Site, • 6.6 KV AC three phase at various positions on the Site.	As required	The *Employer* does not guarantee continuity of supply and no compensation events for standing time as a result of power failures will be considered.
•	Electrical leads and adapters / connectors and (where required) distribution system.	X	X	• All leads, plugs, connections and adapters shall be in good working order and comply with the requirements of the OH&S Act. • All portable electrical equipment used by the *Contractor* is clearly marked; regularly inspected for safety and a register kept of these inspections as required by the OH&S Act. Defective Equipment is removed from Site until restored to a good working order by the *Contractor*. • The *Contractor* provides and maintains an electrical distribution system (including temporary wiring, cabling, distribution boards, protection, metering etc.) to lead power from the *Employer's* supply point, to where it is required. On Completion the *Contractor* removes all such temporary distribution systems (included as part of the Work Plan).	As required	The *Service Manager* reserves the right to stop the *Contractor's* use of any electrical equipment or appliance that in the *Service Manager's* opinion does not conform to the foregoing.

5.6.1.2 Lighting

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Temporary local lighting	X	X	• Where applicable, the *Contractor* provides temporary local lighting in accordance with the safety requirements of the Occupational Health and Safety Act.	As required	The *Employer* provides no additional lighting other than the local lighting installed and does not guarantee the serviceability or the availability of these installations.

5.6.1.3 Water

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Water supply point	X		• Potable water is supplied at standard tapping points.	As required	The *Employer* takes no responsibility for disruptions in the supply of water.
•	Water supply hoses, connectors, piping and temporary plumbing ad pumps.	X		• All devices shall be in good working order and comply with the requirements of the OH&S Act. • The *Contractor* provides and maintains all pipework and temporary plumbing and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required. On Completion the *Contractor* removes such pipework, temporary plumbing and pumps (included in the Work Plan).	As required	

5.6.1.4 Sanitary facilities

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Sanitary facilities	X	X	• The *Contractor* is allowed access to and use of the *Employer's* existing sanitary facilities. • The *Contractor's* personnel maintain a clean condition of these facilities. • Should temporary sanitary facilities be required, the *Contractor* provides these.	Not applicable	

5.6.1.5 Office accommodation and/or yard

The *Contractor* is held liable for any damage to the *Contractor*'s facility during the period of occupation. It is imperative that the *Contractor*'s facilities checklist be verified prior to occupation and upon departure, as this remains proof of any damage to the facility, which needs to be repaired by the *Contractor*. All expenses incurred by the *Employer* in the event of having to perform repairs are at a fee that is in line with the current building tariffs and be charged for the *Contractor*'s account.

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Indication of site office requirements for various stages of the service including the office services required.	X	X	• Request to be for services in accordance with the requirements of this contract.	2 months' notice	

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Review of request and indication of offices available and container lay-down areas available.	X			2 weeks' notice	The *Contractor* will be allocated an area on a concrete slab within the security area for establishment of his site office facility.
•	Supply of connection points for phone, fax, network and electrical supply.	X	X	• Co-ordination and scheduling by *Contractor*.	As required	
•	Supply of containers / Office space		X	• *Contractor* to co-ordinate.	2 months' notice	This is for temporary container laydown area which the *Contractor* will designate. The *Contractor* to furnish his specifications.

5.6.1.6 Garbage collection

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Garbage collection	X		• A central garbage collection point is provided on the Site and is pointed out by the *Service Manager* on request from the *Contractor*. • No facilities are provided for the removal of construction debris. • The *Contractor* is responsible for the removal of all construction debris/scrap from Site to the central garbage collection point.	Not applicable	

5.6.1.7 Compressed air supply

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Compressed air supply point	X		• Compressed air is supplied at 6 to 8 bars(g) at standard air supply points on the plant. • All air points at the Site are equipped with staubli quick connecting valves. • The *Contractor* provides and maintains all connections and fittings (male staubli connector to be fitted to *Contractor's* equipment by the *Contractor*).	Not applicable	The *Employer* takes no responsibility for disruptions in the supply of compressed air.

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Air supply hoses and connectors	X		• All air hoses and connections shall be in good working order and comply with the requirements of the OH&S Act.	As required	

5.6.1.8 House keeping

The *Contractor* is responsible for any damage to buildings, floors and plant incurred during the Provision of the Service. The worksites are to be kept clean, neat and free of waste at all times. The working areas and material storage areas are barricaded off and sign-posted to prevent access to anyone not involved with the job. The plant is left in the same or better condition, after completion, than it was found.

5.6.1.9 Personal computers

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
	Supply of phones, faxes and computers including the microwave or radio link for connection to the external internet networks.	X	X	*Employer* will provide phones, computers and other office equipment to enabler the *Contractor* to provide the service	As required	No cellular or mobile phones are allowed on Site.

5.6.1.10 Canteen and snack bar

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Canteen, snack bar and vending supplies	X		• The *Employer's* canteen and snack bar may only be used on a cash basis. • The *Contractor* supplies vending machines if required.	Not applicable	

5.6.1.11 Telephones

	Activity description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes
•	Telephone and Fax account payments and LAN account payments		X	• *Contractor* to provide his own communication tools and equipment	As required	*Employer* will only provide communication tools and equipment only for the benefit of him/herself.

5.6.2 Provided by the *Contractor*

The *Contractor* provides all items and resources required to deliver the *Service*.

The *Contractor* removes and clears all temporary structures, including associated foundations and infrastructure, from the site upon completion only when instructed by the Service Manager. No dismantling or 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.

7 Appendices

7.1 Annexure 1 – SHE Specification