NEC3 Term Service Contract (TSC3)

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

and

for **THE PROVISION OF SCAFFOLDING, ALTERNATIVE ACCESS, THERMAL INSULATION AND ASBESTOS SERVICES ON AN AS AND WHEN REQUIRED BASIS AT KOEBERG NUCLEAR POWER STATION**

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CONTRACT No.

Eskom
Vuyo Dzingwe
2026-06-26
Procurement Quality Engineering

PART C1: AGREEMENTS & CONTRACT DATA

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C1.1 Form of Offer & Acceptance

Offer

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

The Provision of Scaffolding, Alternative Access, Thermal Insulation and Asbestos Services on an as and When Required Basis at Koeberg Nuclear Power Station (KNPS).

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

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

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

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: .....

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 original copy of this document, including the Schedule of Deviations (if any).

Signature(s)		
Name(s)		
Capacity		
for the Employer		
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		

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

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

	For the tenderer:	**For the Employer**
Signature		
Name		
Capacity		
On behalf of		
Name & signature of witness		
Date		

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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
		X4: Parent company guarantee
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (Reg No: 2002/015527/30), a state-owned company in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**011 800 8111**
	Fax No.	**011 800 4299**
10.1	The *Service Manager* is (name):	**Shaun Daniels**
	Address	**Koeberg Nuclear Power Station, R27 Off West Coast Road, Melkbosstrand, Republic of South Africa, 7441**
	Tel	**+27 21 550 5059**
	Fax	**0866659364**
	e-mail	**DanielSh@eskom.co.za**

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

11.2(2)	The Affected Property is	**The owner-controlled area of Koeberg Nuclear Power Station unless otherwise informed**
11.2(13)	The *service* is	**The provision of scaffolding, alternative access, thermal insulation and Asbestos services on an as and when required basis at of Koeberg Nuclear Power Station**
11.2(14)	The following matters will be included in the Risk Register	• **Matters notified as early warnings,** • **Minutes and decisions of early warning meetings, and** • **Any other matters agreed between the parties.**
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	**24 hours: Outages** **72 hours: Routine Maintenance and general correspondence**
2	**The *Contractor*'s main responsibilities**	
21.1	The *Contractor* submits a first plan for acceptance within	**Within 24 hours or any other period agreed between the parties**
3	**Time**	
30.1	The *starting date* is.	**December 2026**
30.1	The *service period* is	**74 months**
4	**Testing and defects**	**No data is required for this section of the *conditions of contract*.**
5	**Payment**	
50.1	The *assessment interval* is	**between the 1st and last day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**30 days following receipt of a valid tax invoice**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted**

		under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	**Compensation events**	
	These are additional 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	**No data is required for this section of the *conditions of contract*.**
83.1	The *Employer* provides these insurances from the Insurance Table	**The Employer shall arrange and maintain at its expense, Nuclear Liability Insurance policy and a Nuclear Property Damage Insurance policy which shall provide insurance cover to the Consultant and its Sub-consultants, agents or representatives and the personnel of any of them as an insured party in accordance with the National Nuclear Regulatory Act Act 47 of 1999.** **Such insurance shall not be affected by Completion or termination of this Contract and shall apply regardless of negligence of whatsoever degree on the part of the aforesaid Contractor, Sub-contractor`s, agents or representatives and the personnel of any of them.** **The Employer waives their rights to recourse against the Contractor and its insurers for any nuclear damage including in respect of the amount of the deductible where applicable.** **The Employer shall arrange and maintain with the Contractor and its Sub- contractors as an insured party a Nuclear Liability Insurance policy.**

		The Employer furthermore agrees to hold harmless and indemnify the Contractor, its Sub-contractors, agents or representatives and the personnel of any of them, and shall cause its insurers to waive any right of subrogation or action against any liability, loss, damage or injury caused by a nuclear accident, subject to the provisions of the National Nuclear Regulatory Act 47 of 1999, except to the extent that such liability, loss, damage or injury arises from the wilful misconduct of the Contractor and its employees.
83.1	The *Employer* provides these additional insurances	**Same as above/ previous clause.**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**The amount payable in terms of the *Employers* Koeberg Property Damage Assets Insurance Policy Deductible in the amount of R25 Million (Twenty-five million Rand).** **For Nuclear Peril incidents, the deductible is Nil.**
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the *Employer* is:	**The amount payable in terms of the *Employers* Koeberg Property Damage Assets Insurance Policy Deductible in the amount of R25 Million (Twenty-five million Rand).** **For Nuclear Peril incidents, the deductible is Nil.**
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	**whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.**
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)..**
9	**Termination**	**There is no Contract Data required for this section of the *conditions of contract*.**
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* is (Name)	**the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this**

		Contract Data by the Party intending to refer a dispute to him.
W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)**
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**	
X1.1	The *base date* for indices is	**One month prior to the tender closing date.**
	The proportions used to calculate the Price Adjustment Factor are:	**The rates are to be fixed for the first 12 months of the contract period. Thereafter, the following indices shall apply for adjustment on each anniversary date.**

Scaffolding

Unit Rates	%	Linked to the index for	Prepared by
Labour	48.1%	Labour	SEIFSA Table C3
Material	15.9%	ISCOR Steel Price Index	SEIFSA Table EB
Material	6.8%	Mechanical Engineering	SEIFSA Table G1
Transport	7.6%	Transport	SEIFSA Table L2
Other	6.6%	Other	SEIFSA Table U-A (1) Final manufactured goods
Non adjustable	15.0%	Non adjustable	
TOTAL	**100%**		

Thermal Insulation:

Unit Rates	%	Linked to the index for	Prepared by
Labour	24.6%	Labour	SEIFSA Table C3
Material	26.4%	Mineral Wool	Manufacturer Price (actual increase)
Sheeting	25.5%	Sheeting	SEIFSA Table E-A – Sheet Galvanised
Equipment	3.8%	Equipment	SEIFSA Table U-A (1) Final manufactured goods
Transport	4.7%	Transport	SEIFSA Table L2
Non adjustable	15.0%	Non adjustable	
TOTAL	**100%**		

X2	**Changes in the law**	**No data is required for this Option**
X13 **X13.1**	**Performance bond** The amount of the performance bond is	**10% of the Total of the Prices of the Task Orders issued.**
X17	**Low service damages**	
X17.1	The *service level table* is in	**Par 14 of C1.3: Service Information**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles of R 25 Million (Twenty-five million Rand) relevant to the Employer`s Nuclear Asset Property Damage Insurance Policy.**
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 Nuclear Asset Property Damage insurance (other than the resulting physical damage to the *Employer*'s property which is not excluded) plus the applicable deductibles in the *Employer*'s Nuclear Property Damage assets insurance policy.**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for**

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

Z1 Cession delegation and assignment

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

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

Z2 Joint ventures

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

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

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

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

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

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

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

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

Z4 Confidentiality

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

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

Collusive 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	Loss of or damage to property The replacement cost Bodily injury to or death of a person 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

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

Insurance against or name of policy	**Minimum amount of cover or minimum lir 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 ccompliance 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 ooccupational exposure limit.
Parallel Measurements	means mmeasurements 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	**All early warning and compensation events. Any legislative changes forcing the contractor to pay SLA or MEIBC rates**
11.2(15)	The Service Information for the *Contractor*'s plan is in:	**The service information and each task order for Koeberg Nuclear Power Station**
21.1	The plan identified in the Contract Data is contained in:	**As stated in each task order. No design elements**
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name:	

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

Job

Responsibilities:

Qualifications:

Experience:

		CV's (and further key person's data including CVs) are in .
A	**Priced contract with price list**	
11.2(12)	The *price list* is in	**Part 2 Pricing data**
11.2(19)	The tendered total of the Prices is	**Task Order based**

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (June 2005)

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

Option X13: Performance Bond

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

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

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

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Ltd **Megawatt Park** **Maxwell Drive** **Sandton** **Johannesburg**	Reference No. Date:	**[●]** *[Drafting Note: Bank reference number to be inserted]*

Dear Sirs

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

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

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

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

"Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]

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

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

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

"Expiry Date" - means the earlier of

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

"Guaranteed Sum" - means the sum of R [●] ([●] Rand);

"Services" - means [insert as applicable.].

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

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

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

state the amount claimed ("the Demand Amount');

state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

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

is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

The Bank's obligations in terms of this Guarantee:

shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.

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

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

This Guarantee:

shall expire on the Expiry Date until which time it is irrevocable.

is, save as provided for in 0 above, personal to Eskom and is neither negotiable nor transferable.

shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof.

shall be regarded as a liquid document for the purpose of obtaining a court order; and

shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

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

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

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____
Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	Page No.
C2.1	Pricing assumptions: Option A	
C2.2	Notes to the *price list*	
	Price list 1: Scaffolding Unit rates	
	Price list 2: Scaffolding Labour rates	
	Price list 3: Thermal Insulation unit rates	
	Price list 4: Thermal Insulation Labour rates	
	Price list 5: Other lump sum prices	
	Price list 6: Other access price list	
	Price list 7: Asbestos	
	Price list 8: Site Management Team	

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (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*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer’s* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* 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.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 73 of 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*

Prices 1: All-inclusive Scaffolding Unit Rates *price list*

ITEM	DESCRIPTION	UNIT	ERECT	DISMANTLE	TOTAL RATE
Example	**Scaffold structure 0-5 meters**	**R/m³**			
1	Scaffold structure 0-5 meters	R/m³			
2	Scaffold structure 5-10 meters	R/m³			
3	Scaffold structure 10-15 meters	R/m³			
4	Scaffold structure 15-20 meters	R/m³			
5	Scaffold structure 20-30 meters	R/m³			
6	Scaffold structure 30-40 meters	R/m³			
7	Scaffold structure 40-50 meters	R/m³			
8	Scaffold structure 50-60 meters	R/m³			
9	Scaffold platform 0-5 meters	R/m²			
10	Scaffold platform 5-10 meters	R/m²			
11	Scaffold platform 10-15 meters	R/m²			
12	Scaffold platform 15-20 meters	R/m²			
13	Scaffold platform 20-30 meters	R/m²			
14	Scaffold platform 30-40 meters	R/m²			
15	Scaffold platform 40-50 meters	R/m²			
16	Scaffold platform 50-60 meters	R/m²			
17	Hire of scaffold structure per 24 Hour day or part thereof	R/m³			
18	Hire of scaffold platform per 24 Hour day or part thereof	R/m²			
19	All-inclusive modification cost (30 minutes)	½ Hour			
20	Number of days free standing time	Days	**Routine Maintenance**		
21	Number of days free standing time	Days	**Planned Outage**		
22	Number of days free standing time	Days	**All other work**		
23	Priority work Factor				**1.2**
24	Work in controlled zone				**1.2**
25	Outage work factor				**1.25**
26	Hanging / Internal Scaffold Factor	**See Notes**			
27	Barriers 1,5m in height per linear meter				**R**
28	Lifting rigs	**See Notes**			
29	Hire Cost / week / ton				**R**
30	Purchase of scaffolding equipment (cost plus fee)				

Notes pertaining to Scaffolding price lists:

Note	Item	Description
1.	**Contract Price Escalation**	All unit rate prices will be subject to escalation after 12 months of continuing service. The CPA indices are covered in the Contract Data. All rates to exclude VAT. Please propose alternative indices should you not agree with those provided.
2.	**Priority Work**	Priority Work is defined as: Instructions to execute work that are issued with less than 24 hours' notice for work to commence. All work performed as Priority Work will be compensated at the normal rates multiplied with the Priority Work Factor to determine the final rate. NB: scaffold dismantles are not deemed as priority work.
3.	**Normal Work**	Job Instructions are issued to commence 24 hours after the instruction is received and unless otherwise notified completion may take place during normal hours **Normal working hours:** Monday-Thursday: 7h30 – 16h35 Fridays: 7h30 – 13h30
4.	**Work in controlled zones**	All work performed as controlled Zone Work will be compensated at the normal rates multiplied with the Controlled Zone Factor to determine the final rate. The factor is paid to compensate the contractor for delays experienced to access work sites, manhandling of material from designated storage areas, mitigations required to perform work in a CZ, time delays booking into a CZ, working behind step off pads and RP coverage. Only applicable during online work.
5.	**Outage/Short duration outage (SDO)**	Work performed during Outages / Shutdowns where it is expected to provide on-site representation on a 24-hour basis. Only then will outage work be compensated at outage Work Factor. The increased factor is used to compensate the contractor for any additional constraints anticipated during outage work.
6.	**All-Inclusive Unit Cost**	a) The prices to be completed on the Price Lists, represents an all-inclusive unit cost in order to erect and dismantle scaffolding. b) The unit rates as requested in the different tables of the Price are inclusive of: i. Supervision and execution of all types of access and scaffolding (erection, standing time and dismantle necessary to comply with all relevant specifications. ii. All costs related to labour, transport to, on and from site, iii. Travel, accommodation, material and consumables, equipment [i.e. any associated costs], protective equipment and clothing [i.e. marked overalls], iv. As well as subsistence charges [i.e. training and sick leave] and in accordance as depicted in the service information, but exclusive of Value Added Tax and the *Contractor's* site management team.
7.	**Materials handling**	a) The Contractor needs to provide a **forklift** to transport material between scaffold yard and the plant. b) Provide **a trailer** adapted for use by the forklift for transportation of longer pieces of equipment. c) Provide a number **of jack up trolleys** to move equipment inside the plant.

8	**All Inclusive Scaffolding Modification Cost**	a) The *Contractor* to indicate an all-inclusive cost per modification of 30 minutes. Each modification will be calculated as one modification session. No individual labour rates will be used, except when specifically requested and indicated by the *Services Manager*. b) The all-inclusive modification rate includes all categories of labour required to perform a modification. The deemed duration of an all-inclusive Modification will be 30 minutes. c) Calculation example, if modification takes: i. 0.5 hours: = 0.5 x rate ii. 1 hour: = (0.5 x 2) x rate iii. 1.5hours: = (0.5 x 3) x rate iv. 2 hours: = (0.5 x 4) x rate
9.	**Hire Period**	a) This is defined as the period commencing on the date the *Employer* has requested the scaffold for use (and the scaffold is declared safe for use) and terminating on the date instructed by the Plant to dismantle (these instructions will be issued in writing). b) Day 1 shall be counted on the same day as the scaffold is declared safe (green tag displayed) for use and handed over to the requestor. c) The total period chargeable will be from the date the scaffold is declared safe for use until the date that the instruction to dismantle the scaffold is issued minus free standing days (as per price list), for example the first seven days rental will be free of charge, until the date written instruction to dismantle is received.
10.	**Measurement of Scaffold Volumes**	a) To determine the height factor rate of a particular scaffold, the height from ground level to top of the handrail shall be measured. b) All tower scaffolds will be deemed to have a minimum base volume of 2.5 x 2.5 x 2,5 = 15,625 m³ for calculation of the chargeable volumes. c) Independent scaffolds surrounding vessels shall be measured on the outside face of the scaffold to determine the length. d) All platforms will be charged at the different heights where it is erected. All structures will be charged at the height measured from the top of the handrail to ground level, i.e. the same rate for all m³ structures per individual scaffold. e) All scaffolds to be erected with a **Medium Safe Working Load** of 160 kg/m². f) Furthermore, no minimum or maximum quantities can or will be guaranteed, and or work assigned to a contractor will be made at The *Employer's* sole discretion.
11.	**Average Weight**	For the Employer's Management Information purposes, all scaffolds erected as a result of this service shall be deemed to have the following average weight per part: 1 m³ structure equals an average weight of 7,49 kg 2 1 m² platform equals an average weight of 24,09 kg
12.	**Hanging Scaffold/ Internal Scaffold Factor**	a) This factor shall be used in order to compensate the *Contractor* for additional constraints when providing the service. This factor will be multiplied with the standard rates provided for Tower scaffolds in order to establish a unit price for Hanging Scaffolds and Internal Scaffolds. b) Hanging scaffolds will have a minimum charge of **R1000.00** per hanging scaffold. This amount will only be applicable to the erection and dismantling portions. Standing time will be calculated as normal, using volume x daily rate x number of days. The minimum

		volume of 15,625m³ will NOT apply to hanging scaffolds, due to the application of a minimum charge. c) To illustrate, a Hanging scaffold of 2 meters in height, built at a 14 meter plant level, with the top of the handrail on the 16-meter level, will use the price range 15-20 m (2 + 14m) d) The *Contractor* will qualify for the minimum charge should the total erection and dismantling cost per individual hanging scaffold be less than the minimum charge. e) Some hanging scaffolds requires a engineering designed drawing, and as such the contractor will be reimbursed at a cost-plus fee rate. f) The actual erection and dismantling cost of hanging scaffolds shall be calculated using standard contract rates, multiplied by the following height factors: **Height** Scaffold structure 0-10 meters - **1.00** Scaffold structure 11-20 meters - **1.25** Scaffold structure 21-30 meters - **1.50** Scaffold structure >30 meters – **2.00** **Use Of Factors** The factors used are those of the *Employer*.
13.	**Free standing time**	Free standing time is a duration for which the Employer will not be required to pay for standing scaffolds. Please refer to scaffolding pricelist for the number of days where free standing time will be applicable
14	**Scaffold material**	a) All scaffold material provided by the Contractor shall be **galvanised scaffolding material.**
15.	**Lifting Rigs**	a) This factor shall be used in order to compensate the *Contractor* for additional constraints when providing the service. This factor will be multiplied with the standard rates provided for Tower scaffolds b) Free standing lifting rigs will be calculated at a factor of **1.2** c) Heavy duty lifting rigs will be compensated at a rate of **1.4** d) Structural engineering designed scaffolds will be compensated at cost to company plus the agreed markup.
16.	**Barriers**	All barriers with a height of equal to or less than 1,5 meters, will be priced per linear meter, as it requires less support than normal scaffolds with a medium safe working load.
17.	**The purchase of scaffolding equipment as required**	• In the event that the employer requires purchasing scaffolding equipment, the contractor provides at least 3 quotes, where applicable. • Cost plus fee will be applicable to this requirement. It will be the responsibility of the contractor to illustrate the actual cost of the item. • Prices applicable will be those ruling at the time of purchase • Handling fee = ……. % **[Refer to 11.2(8) of C1.2 – Data provided by the contractor]**

EXAMPLE:
MEASUREMENT OF SCAFFOLD VOLUMES – CALCULATION METHODS

Example						

TOWER:		1 x Platform.		Built from Ground Level.						
		Length		Width		Height				
		2.5	x	2.5	X	6				
		COST CALCULATION:								
Erect & Dismantle Cost:										
	Structure:		M3	x (5–10-meter Structure Rate)					=	R
	Platform:		M2	x (5–10-meter Platform Rate)					=	R
Hire Cost:										
	Structure:		M3	x (Structure Hire Rate) x (No. of days)					=	R
	Platform:		M2	x (Platform Hire Rate) x (No. of days)					=	R
						TOTAL COST:				**R**
EXAMPLE - B:										
TOWER:		1 x Platform.		Built 10 Meters from Ground Level.						
		Length		Width		Height				
		2.5	x	2.5	X	6				
		COST CALCULATION:								
Erect & Dismantle Cost:										
	Structure:		M3	x (15–20-meter Structure Rate)					=	R
	Platform:		M2	x (15–20-meter Platform Rate)					=	R
Hire Cost:										
	Structure:		M3	x (Structure Hire Rate) x (No. of days)					=	R
	Platform:		M2	x (Platform Hire Rate) x (No. of days)					=	R
						TOTAL COST:				**R**
EXAMPLE - C:										
INDEPENDENT:		12xPlatforms.		Built from Ground Level.						
		Length		Width		Height				
			x	2.5	X	25				
		COST CALCULATION:								
Erect & Dismantle Cost:										
	Structure:		M3	x (20–30-meter Structure Rate)					=	R
	Platform:		M2	x (20–30-meter Platform Rate)					=	R
Hire Cost:										
	Structure:		M3	x (Structure Hire Rate) x (No. of days)					=	R
	Platform:		M2	x (Platform Hire Rate) x (No. of days)					=	R
						TOTAL COST:				**R**
EXAMPLE - D:										
BIRDCAGE:		1 x Platform.		Built from Ground level.						
		Length		Width		Height				
		12.0	x	5.0	X	8.0				
		COST CALCULATION:								
Erect & Dismantle Cost:										
	Structure:		M3	x (5–10-meter Structure Rate)					=	R
	Platform:		M2	x (5–10-meter Platform Rate)					=	R
Hire Cost:										
	Structure:		M3	x (Structure Hire Rate) x (No. of days)					=	R
	Platform:		M2	x (Platform Hire Rate) x (No. of days)					=	R
						TOTAL COST:				**R**

Historical quantities

Scaffolding work

The following is an indication of actual quantities of scaffolding work used by the *Employer* during the previous maintenance cycle. It is provided as an indication of what volume of work could be expected only, and no future quantities of work will be guaranteed.

	2017			2018			2019			2020			2021			2022		
	Online Maintenance			Online Maintenance			Online Maintenance			Online Maintenance			Online Maintenance			Online Maintenance		
	Operatio	latform (m²	tructure (m³	peratio	latform (m	Structure (m³)	peration	latform (m²	Structure (m³	eratio	latform (m	tructure (m³	peratio	latform (m²	tructure (m³	peratio	latform (m²	tructure (m³
Jan	62	353.30	1541.950	137	896.99	3343.965	101	509.19	2131.290	151	1115.18	4791.810	147	1732.46	5572.465	107	1435.71	5136.000
Feb	148	1144.46	3431.475	118	806.90	2714.650	157	900.11	3448.460	203	1589.34	6021.464	150	1254.35	4159.853	94	539.79	2536.490
Mar	130	854.96	2800.145	57	380.64	1389.685	186	1183.40	4603.520	185	976.40	3794.090	101	889.30	3046.910	102	954.59	4213.920
Apr	70	530.21	1586.310	120	912.86	3886.305	163	2004.02	5639.485	166	1734.87	6406.270	107	795.00	2349.045	47	376.75	1251.225
May	88	701.89	2141.525	161	1025.98	3510.540	186	4860.15	11764.340	172	1566.60	4836.515	143	1159.96	3842.370			
Jun	149	1088.57	3394.185	130	804.05	2546.355	173	1246.32	4373.760	152	1054.91	4384.355	162	1145.66	3804.770			
Jul	146	1032.70	3460.005	194	1148.91	4224.442	231	1782.72	5745.705	140	1183.21	3981.655	214	1833.71	6921.140			
Aug	141	1077.17	3161.250	154	974.56	3237.275	211	1570.29	5760.050	143	771.89	3349.630	199	1391.20	4815.150			
Sep	109	730.01	2472.410	127	930.14	2819.850	162	1610.45	6349.315	101	749.98	2826.365	171	1271.28	4235.260			
Oct	134	955.36	3094.685	164	1284.22	4277.630	134	1107.49	3960.825	165	1129.10	4194.330	169	1514.22	4938.665			
Nov	194	1370.92	4838.105	114	692.97	2896.305	137	1326.24	4645.120	229	1601.29	5961.850	222	1480.57	5236.530			
Dec	132	857.02	2692.175	77	391.25	1630.050	72	518.09	1531.325	112	885.16	2788.840	125	781.45	2638.560			
Totals	1503	10696.57	34614.220	1553	10249.47	36477.052	1913	18618.47	59953.195	1919	14357.93	53337.174	1910	15249.16	51560.718	350	3306.84	13137.635

	2017			2018			2019			2020			2021			2022		
	Outage			Outage			Outage			Outage			Outage			Outage		
	Operatio	latform (m²	tructure (m³	peratio	latform (m	Structure (m³)	peration	latform (m²	Structure (m³	eratio	latform (m	tructure (m³	peratio	latform (m²	tructure (m³	peratio	latform (m²	tructure (m³
Jan										4	39.55	109.275	392	2436.14	8955.415	335	2381.64	8411.450
Feb													582	4190.47	13528.355	436	2700.49	8943.753
Mar										57	282.50	1091.000	392	2478.27	8144.960	422	3079.38	9566.910
Apr										7	25.00	187.250	180	850.60	2914.745	120	719.50	2467.310
May							17	119.64	276.665	1	0.00	10.000	125	656.00	2175.455			
Jun							3	12.50	68.750	25	143.75	371.125	24	178.95	878.525			
Jul				48	472.90	1084.875	146	1152.27	3374.430	35	365.02	1140.385						
Aug				116	744.91	2336.875	43	210.50	1056.250	341	2307.34	7116.012						
Sep				482	2958.89	10278.618	245	1259.58	4449.740	177	1432.98	4655.825	120	1179.18	4001.885			
Oct				475	3718.32	11218.865	341	2647.90	9879.790	29	245.93	941.375	47	445.29	1816.505			
Nov				174	1216.56	4260.138	119	1183.69	3509.250	104	1345.69	3792.115	101	423.84	1762.380			
Dec				59	261.05	991.375	74	641.60	2532.195	173	1596.62	5290.770	36	366.79	1760.670			
Totals				1354	9372.63	30170.746	988	7227.68	25147.070	953	7784.38	24705.132	1999	13205.53	45938.895	1313	8881.01	29389.423

Project scaffolding per annum	
m^2	m^3
7000	12000

Prices 2.: Scaffolding labour rates *price list*

			Charge out rate to be paid by the *Employer*	Actual Rate paid to assignee		
				Direct	Indirect	
Item No	**Description**	**Unit**	**Hourly Rate**	**Hourly rate**	**Hourly rate**	**Total**
1.	Supervisor	Hour				
2.	Inspector	Hour				
3.	Package Compiler	Hour				
4.	Scaffold Section Leader / Artisan	Hour				
5.	Fixer / Semi-skilled	Hour				
6.	General Labourers	Hour				
7.	Forklift Driver	Hour				
8.	Yard foreman	Hour				
Call-outs						
Will be charged at minimum of 2 hours at applicable overtime rates						
Standby Allowance						
Weekdays = ……. per day			**Saturday, Sunday or Public Holidays** = ……. per day			
***Contractor* to supply weekly Standby roster**						
Overtime						
Mon-Sat (Direct Rate x 1,5) + Indirect Rate			**Sunday & Public Holidays** (Direct Rate x 2) + Indirect Rate			

Notes pertaining to the above-mentioned price list (in addition to the notes listed before):

- The **Direct rate** is the actual rate as defined on the price list that the *Contractor* will pay to his employees. The *Employer* has the right to audit the *Contractor's* records, to ensure that the *Contractor* pays the rates as indicated in the price list.
- The **Indirect rate** is the cost paid to institutions by the *Contractor* on behalf of the employee as legislated.
- The **Total rate** is the sum of the total remuneration package paid to the assignee (i.e Direct + Indirect Rate = Total Rate).
- The **Charge out rate** is the Total Rate + % Mark-up. The *Contractor* will be paid the Charge out Rate only for normal time hours worked.
- The **Standby allowance rate** is a rate per person per day.

***Contractor*:**

.....	.....	.....
Print Name	Signature	Date

Prices 3: Thermal Insulation unit rates

Please refer to Appendix A – Thermal Insulation price lists Koeberg 2016 and complete the various price lists on the sheet. Please submit the price lists under this section. Refer to method of measurement attached.

1.	**All-Inclusive Unit Cost**	The prices to be completed on the Price Lists, represents an all-inclusive unit cost in order to replace insulation with NEW lagging and cladding. For each temperature range, all the different layers of lagging, when applicable, and the correct Cladding material must be included. For further information on the different factors and material rates, tenderers should ensure that they are fully comfortable with and understand the Price List tables.
		The unit rates as requested in the different tables of the Price List are inclusive of supervision and execution of all types of thermal insulation, cladding and fixtures necessary to comply with all relevant specifications. This would include all costs, labour, transport to, on and from site, travel, accommodation, material and consumables, equipment [i.e. Any associated costs], protective equipment and clothing [i.e. Marked overalls], as well as subsistence charges [i.e. Training and sick leave] and in accordance as depicted in the works information, but exclusive of Value Added Tax, and the *Contractor's* site management. It further includes all development and/or repair work performed on refitment of the original insulation material removed.
		Tenderers are required to submit additional price lists for the supply and installation of pins and clips (per m² and per 100) and the supply, manufacture and installation of clamps and support rings per different pipe diameter (per each).

2.	**The Method of Measurement**	Should there be any dispute regarding payment and/or measurement of completed insulation, all the completed insulation in question, shall be measured in accordance with the Thermal And Acoustic Insulation Suppliers Association of South Africa, or similar standard, incorporated hereto as part of the contract in the section following Site Information entitled "System of Measurement".
3.	**Use of factors**	The factors used are those of the *Employer*. However, tenderers are invited to propose their own factors should they have alternative suggestions. No alternative factors if not accompanied by a detailed motivation will be entertained. The *Employer* reserves the right not to accept any alternative factors.

Historical quantity of Insulation work

The following is an indication of actual quantities of insulation during the previous maintenance cycle. It is provided as an indication of what volume of work could be expected only, and no future quantities of work is guaranteed.

	2017			2018			2019			2020			2021			2022		
	Online Maintenance																	
	Operation	Piping (m)	Vessel (m2)	Operatio	Piping (m)	Vessel (m2)	Operation	Piping (m)	Vessel (m2)	Operations	Piping (m)	Vessel (m2)	Operations	Piping (m)	Vessel (m2)	Operations	Piping (m)	Vessel (m2)
Jan				36	52	37	12	9	5	30	34	55	32	39	36	16	28	8
Feb	36	41	26	25	25	48	52	40	86	11	7	82	20	27	46	4	12	0
Mar	60	54	80	5	6	1	34	31	35	41	31	94	15	14	28	9	1	15
Apr	25	16	21	12	15	114	25	25	94	46	34	43	27	10	92			
May	40	34	14	13	12	161	65	74	166	52	51	147	15	11	119			
Jun	23	30	143	21	47	9	59	59	208	17	16	52	64	61	70			
Jul	18	16	22	44	43	121	62	50	318				3	4	0			
Aug	26	34	84	84	73	60	57	54	85	16	19	6	47	42	14			
Sep	22	17	150	9	9	16	69	80	150	14	4	128	37	28	140			
Oct	34	29	61	14	11	118	25	28	140	40	42	51	46	58	32			
Nov	52	34	104	22	16	17	61	60	171	106	90	127	48	52	48			
Dec	29	18	22	9	6	15	8	23	0	30	19	38	35	29	38			
Totals	365	323	727	294	315	717	529	533	1458	403	347	823	389	375	663	29	41	23

	2017			2018			2019			2020			2021			2022		
	Outage																	
	Operation	Piping (m)	Vessel (m2)	Operatio	Piping (m)	Vessel (m2)	Operation	Piping (m)	Vessel (m2)	Operations	Piping (m)	Vessel (m2)	Operations	Piping (m)	Vessel (m2)	Operations	Piping (m)	Vessel (m2)
Jan							56	66	40	44	47	37	255	326	1369	425	662	803
Feb				89	71	581							605	828	309	303	488	49
Mar				672	953	1309							310	433	842	195	348	215
Apr	253	250	675	328	578	462							455	654	793	1	5	0
May	264	235	617	386	423	1010	4						228	227	165			
Jun				63	25	77							134	103	65			
Jul													9	24	40			
Aug										268	387	515	4	14	0			
Sep				665	754	2340	245	224	477	194	340	340						
Oct				293	557	224	154	279	243	120	96	142						
Nov				454	518	1228	106	103	135									
Dec				331	352	1295	155	144	183									
Totals	517	485	1292	3281	4231	8526	720	816	1102	626	870	1034	2000	2609	3583	924	1503	1067

Prices 4: Thermal Insulation labour rate *price list*

Labour prices where scope cannot be accurately defined
This labour price is in hourly rates for the various categories of labour and will be used where the magnitude of a task order cannot be accurately defined. This would include all costs, labour, transport to, on and from site (all workers), travelling, accommodation, protective equipment and clothing (e.g. marked overalls) as well as subsistence charges (e.g. training and sick leave) and in accordance as depicted in the works information. The table excludes materials, plant and equipment and is for pure labour only.

			Charge out rate to be paid by the *Employer*	**Actual Rate paid to assignee**		
				Direct	**Indirect**	**Total**
Item No	**Description**	**Unit**	**Hourly Rate**	**Hourly rate**	**Hourly rate**	
1.	Supervisor	Hour				
2.	Package Compiler	Hour				
4.	Operator	Hour				
5.	Developer/sheet metal worker	Hour				
6.	Lagger	Hour				
7.	General Labourers	Hour				
Call-outs						
Will be charged at minimum of 2 hours at applicable overtime rates						
Standby Allowance						
Weekdays = as per price list			**Saturday, Sunday or Public Holidays** = as per price list			
***Contractor* to supply weekly Standby roster**						
Overtime						
Mon-Sat (Direct Rate x 1,5) + Indirect Rate			**Sunday & Public Holidays** (Direct Rate x 2) + Indirect Rat			

Notes The above rates exclude VAT.

- The *Employer* may at any given time request the services of the additional personnel as listed in the above Price List.
- The **Direct rate** is the actual rate as defined on the price list that the *Contractor* will pay to his employees. The *Employer* has the right to audit the *Contractor's* records, to ensure that the *Contractor* pays the rates as indicated in the price list.
- The **Indirect rate** is the cost paid to institutions by the *Contractor* on behalf of the employee as legislated.
- The **Total rate** is the sum of the total remuneration package paid to the assignee (i.e Direct + Indirect Rate = Total Rate).
- The **Charge out rate** is the Total Rate + % Mark-up. The *Contractor* will be paid the Charge out Rate only for normal time hours worked.
- The **Standby allowance rate** is a rate per person per day.

Prices 5: Other Lump sum prices *price list*

5.1 Site Establishment (please provide detailed breakdown)

Qty	Description	Cost
1	12 x 12m Administration temporary 'Hub' Office	
1	12m - Parkhome temporary Office	
3	6m - Parkhome temporary Office	
600	Tons of Scaffolding - Delivery Charges to site - per trip	

5.2 Site De-establishment (please provide detailed breakdown)

Qty	Description	Cost
1	12 x 12m Administration temporary 'Hub' Office	
1	12m - Parkhome temporary Office	
3	6m - Parkhome temporary Offices	
600	Tons of Scaffolding - Collection from site - per trip	

Contractor:

....
Print Name Signature Date

Prices 6: Other access *price list*

Rope access can be included. The *Contractor's* fees apply.

6.1 Suspended Platforms (220 Volt Driven)					
	DESCRIPTION			**Hire Rate/Day**	**Hire Rate/Week**
1	2 Man Work cage				
2	2 Meter Work Platform				
3	3-4 Meter Work Platform				
4	5-6 Meter Work Platform				
5	7-8 Meter Work Platform				
Labour in accordance with the rates specified shall be used for installation and operation.					
Each platform shall include all material and ropes.					
Excludes Installation, dismantling, delivery, collection, riggers food and accommodation					

6.2 Mobile Hydraulic Lifts (Diesel Powered) **Rates should include Fuel, installation, insurance and operation.**

	Max Work Height	**Basket Capacity**	**Description** (i.e. 660's JLG Telescopic Boom Lift)	**Hire Rate/day**	**Hire Rate/Week**
6	15,1m	680kg			
7	18,2m	680kg			
8	14,0m	227kg			
9	15,5m	227kg			
10	20,12m	450kg			
11	21,95m	230kg			
12	26,4m	227kg			
13	28,04m	230kg			
14	39,9m	230kg			

Excludes transport to and from site. Includes diesel and 1 x qualified operator

6.3 Mobile Hydraulic Lifts (Electric Powered) **Rates should include installation, insurance and operation.**

	Max Work Height	**Basket Capacity**	**Description** (i.e. Scissor Lift, 20')	**Hire Rate/day**	**Hire Rate/Week**
15	12,2m	230kg			
16	17m	230kg			
17	7,62m	230kg			
18	7,93m	363kg			
19	9,75m	454kg			
20	11,58m	315kg			

Excludes transport to and from site. Includes 1 x qualified Operator - Eskom to provide volts.

Prices 7: Asbestos *price list*

All asbestos costs, including hourly rates for an Authorized Inspection Authority (AIA), will be subject to a cost-plus fee approach.

Item	**Rate**
AIA/All asbestos work	Cost plus……%

***Contractor*:**

.....	.....	.....
Print Name	Signature	Date

Prices 8: Site Management team

			Charge out rate to be paid by the *Employer*	Actual Rate paid to assignee		
				Direct	Indirect	Total
Item No	**Description**	**Unit**	**Hourly Rate**	**Hourly rate**	**Hourly rate**	
1.	Site Manager	Hour				
2.	Scaffolding Supervisor	Hour				
3.	Lagging Supervisor	Hour				
4.	Safety Officer	Hour				
5.	FFD controller/clerk	Hour				

PART 3: SCOPE OF WORK

Document reference	Title	Page No.
	This cover page	
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No *Contractor* employee shall be allowed to transport passengers on the back of a light delivery vehicle (LDV) whether open or closed. 61
All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported. 61
Tools and equipment must be properly secured. Only authorised drivers may transport passengers. All drivers must have a valid driver's licence. 61
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Eskom
Vuyo Dzingwe
2026-06-26
Procurement Quality Engineering

1 Description of the *service*

The *service* is the provision of a scaffolding, alternative access, thermal insulation and asbestos service at Koeberg Nuclear Power Station on an as and when required basis.

The *Employer*'s objectives for the *service* include security of supply, receiving exceptional performance at fair value pricing, mutual trust, commitment to common goals and an understanding of each party's expectations and values.

1.1 Executive overview

The *Employer* owns and operates a nuclear power station on the Cape West Coast and requires the *service* to support its online maintenance activities, periodic refuelling outage activities, capital projects and ad hoc activities. The *service* aims to consolidate all scaffolding, alternative access, thermal insulation and asbestos activities performed on the site in a single contract.

The *Contractor* provides a single management structure overseeing all disciplines, inclusive of personnel, planning and effective resource scheduling to ensure no delays to the *Employer's* scheduled maintenance activities, and manages potential dose, IR, safety, quality and productivity.

The *service* is provided using a flexible approach to pricing, yet the preferred method is an output based unitised pricing structure.

1.1.1 Scaffolding

- Supply of all consumables and scaffold materials, including design, execution and transport to the *Employer's* Site.
- The provision of suitably qualified labour, including all expenses related to labour, i.e. statutory and other 3rd party payments, transport, Personal Protective Equipment, payroll, administration costs, bargaining council, leave pay etc.
- The supply of labour for the erection of, dismantling of and modifications to scaffolding.
- Standing time rental/hire cost (which makes provision for material hire and inspection of standing structures);
- Supervision and inspection for the erection and dismantle of scaffolding.
- Responsible person/s in accordance with Plant Safety Regulations, and
- Supply, and operation where applicable, of alternative access methods.

1.1.2 Thermal insulation

- Supply of all consumables and materials, including all internal (mineral wool and pre-formed pipe sections) and external insulation (sheeting or other);
- The provision of suitably qualified labour, including all expenses related to labour, i.e. statutory and other 3rd party payments, transport, Personal Protective Equipment, payroll, administration costs, bargaining council, leave pay etc.
- The supply and application of hot and cold insulation, inclusive of plasterwork.
- Removal, manufacturing or repair of existing internal or external insulation and re-use of old sheeting and old wool, if specifically required.
- Replacement of all removed material, wool and/or sheeting, with new material, including all development work.

1.1.3 Asbestos Services

- The *Contractor* is accredited by the Department of Labour (DoL) and the *Employer* to handle asbestos. Loss of accreditation may result in termination of the contract.
- The *Contractor* is required to ensure that when asbestos materials are handled, that it complies with regulation 16 (plan of action) as approved by the DoL.

- When requested, the *Contractor* supplies an accredited and qualified AAIA (Authorised Asbestos Inspection Authority).
- The AAIA's function includes the following:
  - Conduct air monitoring for asbestos related work according to internationally accepted standards, as agreed with the Service Manager;
  - Review and approve asbestos work plans;
  - Serve notifications to DoL in accordance with 2001Asbestos Regulations, or later revision;
  - Perform the analysis of samples and produce results;
  - Compile occupational hygiene reports (including the analyses results) in line with DoL and SANS 17020 requirements.

1.2 *Employer*'s requirements for the *service*

The Contractor makes available competent staff to provide the *service* on a 24 hour, 7 day a week basis (where applicable), including public holidays (where applicable), to achieve completion by the agreed dates as directed by the delegated Service Manager.

The *Contractor* ensures that all its personnel are qualified in compliance with the requirements of the *Employer's* KSM-031 for performing scaffolding service, and the requirements of KSM-032 for performing a lagging service.

1.2.1 Supply, erecting, modification and dismantling of scaffolding

1) Once a Task Order is issued, the *Contractor* supplies, erects and dismantles scaffolding in accordance with each detailed SAP work order.
2) The *Service Manager* or his/her delegate(s) instructs the *Contractor* when a scaffold is required and by when it must be dismantled.
3) The erection and dismantling of scaffolding is a high safety risk service. The *Contractor* adheres strictly to the *Employer's* safety regulations and applicable latest industry standards.
4) The *Contractor* is responsible for the design of each scaffold.
5) A red tag indicating "unsafe" scaffold will be attached to any new built scaffold until the necessary inspection is done by an authorised scaffold inspector.
6) A green tag indicates that the necessary safety inspection is done and the scaffold certified safe for use.
7) The *Contractor's* site manager supplies the *Service Manager* with a report of all scaffolding ordered during a specific week. The report must be handed over at the last working day of every week. The report includes the main work centre, order number, functional location for all scaffolding ordered including all standing scaffolding.

1.2.2 Removal and installation of thermal insulation and cladding

1) The *Contractor* performs the following main activities regarding thermal insulation:
   - The removal of existing thermal insulation and cladding to provide access to Plant for maintenance / repair work.
   - The replacement of thermal insulation and cladding following the maintenance/repair on a specific Plant.
   - Manufacturing of new Cladding where degradation took place over time or modifications to the plant
2) The *Contractor* is not permitted to weld onto any Plant including high pressure vessels, headers and pipe work. Other welding on Plant will not be permitted prior to the necessary approval given formally by the *Service Manager.* All welding will be performed by the *Employer's* authorised personnel or welding *contractor*.
3) The *Contractor* assesses the condition of existing cladding and notifies the *Service Manager* of any cladding that requires replacement with new cladding. The *Service Manager* approves these notifications before the *Contractor* starts replacing existing cladding with new cladding.
4) The *Contractor* numbers separate pieces of cladding, before it is removed, to ensure that it is returned in its original sequence.
5) The *Contractor* marks alignment lines over the boundaries between separate, adjacent sheets of cladding, before it is removed, to ensure that it is returned to its original position.

6) The *Contractor* supplies and fits plastic sheets over floors, gratings, and plant surrounding the areas where lagging is removed, to effectively prevent littering of lagging in the surrounding area. The contractor will ensure that any insulation spillage onto the surrounding areas is cleaned immediately.
7) Old lagging is discarded in plastic bags and placed in a designated area approved by the *Service Manager*.
8) The *Contractor* puts measures in place to prevent damage to the *Employer's* equipment when performing the *Services*. The cost for replacing or repairing any damage to the *Employer's* equipment is for the *Contractor's* account.
9) Dust levels are to be maintained below reasonable levels. (Insulation)
10) All material stock must be barricaded accordingly.

1.2.3 Productivity and performance measures

The *Employer* expects the *Contractor* to consistently supply suitably qualified and competent resources to complete all Tasks on time, in the correct manner, utilising the least possible time, with no unnecessary wastage of materials, consumables and/or miss-use of tools, equipment, working hours or other *Employer* property or assets.

The *Contractor* will continuously measures, monitors and reports the following leading indicators to the *Service Manager*:

1	Scaffolding erected but not used;	(Daily)
2	Measurement % of jobs accepted by the *Employer*;	(Monthly)
3	Accepted performance in relation to "need" date.	(Weekly)
4	Scaffolding standing for > 5 days after Inspection date	(Daily)
5	Scaffolding inspected prior to use date	(Daily)
6	Warrantees/Guarantees of lagging work performed	(Monthly)

The above reports can be performed in MS Excel and presented to the *Service Manager* in both hard and soft copies.

1.2.4 Work in Controlled Zones

- All work performed in Controlled Zones are compensated using the Controlled Zone factor, as defined in the Notes to the *Price List*.
- Only erection and dismantling costs apply, as the *Employer* provides all scaffolding materials required.
- The contractor needs to carefully manage the material provided in containers so that delays are kept to a minimum while containers are swopped out. Delays may arise due to multiple groups required to perform the activity as well as plant conditions at the time.
- The *Contractor* is urged to carefully and thoroughly manage the radiation dose levels of his workforce when working in Control Zone and strive not to exceed the prescribed radiation dose levels during work in any Control Zone.
- All scaffold erected in close proximity to Safety Related (SR) equipment need to comply with seismic control measures.
- Lagging boxes to be stored inside designated baskets or alternative pre-arranged measures.

The contractor site management team as well as working teams are required to keep their Radworker training and authorization current at all times, to ensure short response times during adverse plant conditions.

1.3 Interpretation and terminology

1.3.1 Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACP	Access Control Point
CR	Condition Report
EHR	Equipment History Record
FFD	Fitness for Duty
FME	Foreign Material Exclusion
KOU	Koeberg Operating Unit
KPI's	Key Performance Indicators
MSS	Maintenance Support Services
NKP	National Key Point
OHSA	Occupation Health & Safety Act
PEB	Public Exclusion Barrier
PIT	Plant Induction Training
PPE	Personal Protective Equipment
PTW	Permit to Work
QCP	Quality Control Plan
QC	Quality Control Group
RPC	Radiation Protection Certificate
RP	Radiation Protection
RP (PSR)	Responsible Person in terms of Plant Safety Regulations
SABS	South African Bureau Standards
SAP PM	*Employer`s* Work Management System (Computerised)
SDL&I	Supplier Development Localisation & Industrialising
DOL	Department of Labour
TSC	Term Service Contract

1.3.2 Terminology

Shall	-	Denotes a requirement.	With particular relevance to non-NEC documents (e.g. *Employer* specific standards and specifications)
Should	-	Denotes a recommendation.	
May	-	Denotes permission.	
[●]	-	[●]	

2 Management strategy and start up.

2.1 Regular / Online Site maintenance and repair service

(1) Unit rate prices will be used for which the *Contractor* has provided an all-inclusive rate as specified in the Price List.

(2) The *Contractor* provides the services as per scope of service detailed in each Task Order.

(3) A weekly plan will be discussed and given to the *Contractor* of which late inclusion work and ad-hoc priority work will become part of the plan.

(4) The *Contractor's* Site Manager shall ensure that only qualified and competent people will be allowed to work on *Site*. Proof of training to be submitted as per the requirements.

(5) The supply of all insulation material, refuse bags for disposal of insulation and all other items associated with providing a satisfactory service,

(6) Provision of the necessary information relevant to the thickness and density of the insulation required to keep abreast of the latest developments in this field but still remain in compliance with the requirements for support structure integrity.

(7) Technical advice on means to erect the scaffolding for relevant plant inspections and repairs, including the requirements for new design changes.

2.2 Outage and project work

(1) The *Contractor* provides the services as per scope of service detailed in each Task Order for each outage or project.

(2) A high-level outage plan will be given to the *Contractor* two weeks before the outage or another period as it becomes available and a multi-day plan will be given on a daily basis once the outage has started. This plan will be inclusive of emergent work and online work for the respective outage unit

(3) During outages the *Contractor's* Site Manager shall ensure that only qualified and competent people will be allowed to work on Site. Proof of training to be submitted as per the requirements.

(4) During Outage periods a housekeeping team, comprising of four labourers, will be supplied by contractor. This measure is in place to keep site as well as scaffold yard in a neat state. (Refer to section 8.19.4 Housekeeping). The Housekeeping team will be remunerated daily as per the scaffolding labour rates price list.

(5) After outage completion, the *contractor* can be requested to cut up lagging boxes to be disposed as Radwaste, and this will be compensated using hourly rates. The *Employer* will provide suitable tooling.

(6) The Contractor is required to resource according to the approved outage work scope of the respective disciplines. The employer will ensure the Contractor is supplied with the outage work scope timeously.

(7) In outage periods during the Contractor's resource levelling, the Employer expects that the work scope is managed in such a manner that all work scope available is manned accordingly.

(8) After outage completion the *contractor* is expected be to pack and unpack scaffolding material for decontamination.

2.3 Outage specific requirements

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

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

In line with optimising planned outage durations*, the Employer* assists the *Contractor* to provide a large volume of outage scaffolding at the outage start date, by allowing the *Contractor* to erect scaffolding prior to the start of an outage. Detailed arrangements will be communicated by the *Service Manager* based on the individual need of each outage. Scaffolding renting time will start on the inspection date.

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

2.4 Radiation Workers (as applicable)

(1) All resources utilized during an outage shall be required to pass the *Employer*'s Radiation Workers course prior to the start date, where applicable.

(2) It is a nuclear license requirement that all personnel classified as radiation workers on completion of their work period on a nuclear site receive an exit whole body count administered by the *Employer's* Radiation Protection Group at the site.

(3) The *Contractor* ensures that all radiation workers receive a whole-body count clearance certificate from the *Employer's* Radiation Protection group on their last day of work on the *Employer's* site.

(4) For control purposes the final payment of the contract will be withheld if the tax invoice is not accompanied by a clearance certificate which the *Contractor* obtains from the *Employer's* Radiation Protection Group on site.

2.5 Responsible persons (RP) as per the Plant Safety Regulations

The *Contractor* is required to have at least 2 (two) (1 Scaffolding and 1 Thermal) employee/supervisor (during non-outage periods) and 4 (four) (2 Scaffolding and 2 Thermal) employees/supervisors (during outage periods) authorized as a responsible Person in accordance with Plant Safety Regulations. These employees should have completed the applicable plant safety courses, plant safety regulations course and the oral examination.

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

2.6 Completion of work

2.6.1 Scaffolding

Completion of work shall occur in 2 (two) instances:

The service is defined as two instances, and it is important to note that the activity for erection and dismantle of scaffolding could be defined as separate work instructions for each Task Order.

- Erect scaffolding – Once the scaffolding has been erected, inspected and declared safe for use on the possession date. The inspection date will also signal the starting date for standing time charges.

- Dismantle scaffolding – Once the scaffold has been used and instruction to remove the scaffold has been received. This instruction will also signal the *completion date* for standing time charges.

Payment for erection cost is separate from the final payment, which consists of scaffolding standing time hire and dismantling fees.

The *Employer* will not entertain claims for standing time hire prior to the dismantling date of any scaffold structure, unless otherwise agreed to between the parties.

The *Employer* will not entertain claims for standing time hire from the contractor if scaffold structure is not dismantled as per plan of the day, for whatever reason. Contractor is responsible to get feedback from main work centres and get the main work centres to move the scaffolding dismantle on plan of the day to the new agreed dismantling date.

- The services include the requirement to erect lifting rigs in accordance with applicable *Employer's* procedures, specifically as per the rigging procedure.

2.6.2 Thermal Insulation

Completion of work shall occur in 2 (two) instances

The *works* is defined as 2 (two) instances, and it is important to note that the activity for "strip" or remove insulation and "fit" or replace insulation could be defined as separate work instructions for each Task Order.

- "Strip"/ Remove Insulation – The insulation is removed by the *Contractor* to enable access to the plant sections as stipulated in the Task Order.
- "Fit"/Replace Insulation – The insulation is applied to the plant sections by the *Contractor* as instructed in the Task Order and fastened in the correct manner, in accordance with the specifications and manufacturer guidelines.

2.7 The *Contractor*'s plan for the *service*

2.7.1 Plan constraints and requirements

The *Contractor* prepares and submits at the stated intervals, all programming documentation described in this section, the layout of which is subject to the *Service Manager's* acceptance.

All work performed at KOU are planned and scheduled in accordance with the requirements stated in:

- KLA-023 for outage related *service*
- KAA-721 (for non-outage related *service* – including pre-outage installation *service)*.

Note that the above makes specific reference to the timelines to be adhered to for scheduling the work. As a general guide, outage work must be finalised and detailed SAP notifications, orders and operations raised on the *Employer's* SAP system at 6 months prior to the start of the outage; and for non-outage work, the SAP notifications, orders and operations must be raised 12 weeks prior start of work. "Finalised" means that the work plans and test procedures are completed, which include any related risks assessments associated with the work to be performed.

2.7.1.1 The Plan

The *Contractor* shows on each Plan which he submits for acceptance:

- the starting dates, access dates, and Completion Dates,
- planned Completion,
- the order and timing of the operations which the Contractor plans to do in order to Provide the Service,
- the order and timing of the work of the *Employer* and Others, as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Service Information or Task Order,

- provisions for:
  - float,
  - time risk allowances,
  - health and safety requirements and
  - the procedures set out in this contract,
- the dates when, in order to Provide the Service in accordance with his programme, the *Contractor* will need:
  - access to a part of the Affected Property, if later than its access date stated on the Task Order,
  - acceptances,
  - Plant and Materials and other things to be provided by the *Employer* and
  - information from Others,
- for each operation, a statement of how the *Contractor* plans to do the work, identifying the principal Equipment and other resources which he plans to use and
- other information which this Service Information requires the *Contractor* to show on a Plan submitted for acceptance.
- the services and work (programmes) of the subcontractors,
- interfaces between subcontractors as well as the interfaces between subcontractors and the *Contractor*,
- all activities defined in the Task Order,
- dates for placement of orders for critical / major Plant, Material and Equipment,
- delivery to Affected Property dates for Plant, Materials and Equipment,
- the Plan's revision number.

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

A separate Plan (Outage Implementation Programme) detailing pre-outage implementation and outage implementation may be compiled for each refuelling outage. This facilitates integration of the *Contractor's* outage plan into the *Employer's* overall outage plan. The *Contractor*, however, ensures that the start and finish dates of the "Outage Implementation Plan" corresponds to the Outage Implementation dates of the Accepted Plan.

For the sake of compatibility, the *Contractor* prepares his programme on MS Project 2003 or Primavera 5 V7.0 computerised planning software and utilises it for all planning, progress monitoring and reporting.

2.7.1.1.1 Reporting on progress and remaining duration

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

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

2.7.1.1.2 Actual dates

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

2.7.1.1.3 Time Now Date

The 'Time Now Date', unless otherwise agreed between the *Service Manager* and the *Contractor*, is the assessment date of each month.

2.7.1.2 Planning constraints

The *Contractor* makes allowance for incorporation of *Employer* / *Service Manager* acceptance review comments for documents delivered to the *Service Manager* for his acceptance.

2.7.1.2.1 Outage planning and integration

Outage work is limited to the *service* which can only be performed during the outage and *service* considered of too high risk (based on its accepted risk assessment) to be performed on-line (prior to outage).

On-line work is performed prior to the outage, and the *Contractor* includes the activities on the Plan as well as makes the necessary planning allowances for it. On-line work is only be accepted subject to a *Service Manager* (and where applicable, *Employer*) accepted risk assessment.

To manage the occupancy of the Affected Property during implementation, the *Contractor* attends the “Tabletop” meetings with the *Employer’s* Outage representative in order to discuss area workload and to integrate and schedule the *Contractor’s* activities as such as to allow sufficient space for implementation.

2.7.1.2.2 Outage start dates

The *Employer* may change the proposed outage start dates with no impact on the Prices within the framework described below:

- For *Employer* proposed delays to outage start dates between 1 and 7 days, the *Employer* give 30 days’ notice; and
- For *Employer* proposed expediting (bringing forward) an outage start date, the *Employer* give 30 days’ notice for each week (7 days) from the start date on the accepted programme.

2.7.1.2.3 Outage readiness review

At 2 months prior to the allocated implementation Outage, the *Employer* performs a readiness review and if the *Contractor* is proven to not be ready in terms of KLA-023, the *Employer* has the right to allocate the *service* to another outage, with no cost impact to the *Employer*.

The *Service Manager*, in conjunction with the *Employer* holds a readiness review to assess the *Contractor’s* overall readiness to implement the *service*.

Specific items that form part of this review includes (but are not limited to):

- Documentation (design, site implementation file acceptance)
- Planning (detailed planning including resources and working times)
- Resources (qualification, training plan and mobilisation progress)
- Plant and Materials (delivered to the Affected Property and accepted/receipt inspected)
- Safety (risk assessments, mitigation and prevention, construction regulations)

Should the review conclude that the *Contractor* has substantially failed to meet the required dates or have failed to take subsequent corrective action to demonstrate a high level of confidence in terms of its readiness to implement the *service*, the *Employer* retains the right to reschedule the implementation of the *service* to the next opportune outage with no additional compensation due, by the *Employer*. It is hence critical that the *Contractor* ensures that dates as stated in the Task Order are adhered to and where deviations exist, that effective corrective action is taken to resolve any issue/delay.

2.8 Management meetings

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

2.8.1 Task-order kick-off meeting

Interval	Location	Attendance by:
Once per task-order	KOU	*Service Manager, Employer*, *Contractor*, , and Others as required

	Activity Description	*Service Manager*	*Contractor*	Requirements	Planning	Additional notes

2.8.2 Risk reduction meetings

Interval	Location	Attendance by:
Adhoc	KOU	*Service Manager, Employer*, *Contractor* and Others as required
At the risk reduction meetings items are discussed. The Risk Register is updated, by the *Service Manager,* and distributed within five days of the meeting.		

2.8.3 Operational meetings

Interval	Location	Attendance by:
[●] during contract period	KOU or Tele/Video Conference	*Service Manager* and *Contractor*,
An operational meeting is held, by tele- or video conference, if necessary, between the *Service Manager* and the *Contractor's* project manager to monitor and control the performance of the *service*.		

2.8.4 Implementation meeting for specific progress and feedback

Interval	Location	Attendance by:
Daily during implementation	KOU	*Contractor* and *Service Manager*
The implementation meeting is held between the *Contractor* and *Service Manager*'s implementation support team, to report on implementation progress and review any risks, issues and *Employer* actions that need to be resolved in order to ensure smooth implementation of the *service*.		

2.8.5 Meetings of a specialist nature

Interval	Location	Attendance by:
Adhoc	Any	*Employer's* personnel, the *Service Manager, the Contractor* and Others as required
Meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties, the nature and the progress of the *service*.		

2.8.6 "Tabletop" meetings

Interval	Location	Attendance by:
Adhoc	Any	*Employer's* personnel, the *Service Manager, the Contractor* and Others as required
To manage the occupancy of the Working Areas during implementation, the *Contractor* attends the "Tabletop" meetings with the *Employer's* Outage representative in order to discuss area workload and to integrate and schedule the *Contractor's* activities as such as to allow sufficient space for implementation.		

2.8.7 Post implementation meeting for feedback and review

Interval	Location	Attendance by:
Post unit implementation	KOU	*Service Manager, Contractor* Senior Manager (not the *Contractor*'s project manager), *Contractor*'s project manager, *Employer's* personnel, Others as required
The post implementation meeting is held between the *Service Manager*, *Contractor* senior management, Outage control centre management and other line groups, to report on implementation issues and reviews. Share lessons learnt in order to ensure smooth implementation on the next implementation phase.		

All meetings are recorded using minutes or a register prepared and circulated by the person who convened the meeting. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

Such minutes or register is not used for the purpose of confirming actions, early warning 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. Confirmation of contract communications during operational meetings will, however, be considered as formal acknowledgement of receipt of a contract communication.

The *Contractor* staff is also required to attend the Maintenance Support Services Group work team session once a month for ± 1 hour and 30 minutes.

2.9 *Contractor*'s management, supervision and key people

2.9.1 People restrictions on the Affected Property; hours of work, conduct and records

2.9.1.1 People

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

The *Contractor* employs in and about the Provision of the Service only such persons that are careful, competent and efficient in their several trades and callings, to achieve nuclear safety, and the *Employer* reserves the right to object to and require the *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 proper performance of his duties and such person is not again employed for the *service* without the written permission of the *Service Manager*.

The *Contractor*, in and about the Provision of the Service, provides evidence of skills assessment (including qualifications) for all its staff. *Contractor* site manager, QC and supervisors are required to present SAQA approved certificates (or equivalent), for the position that they fulfil. The *Contractor*'s project manager is trained on the NEC TSC3 prior the *access date* stated on the Task Order. Any personnel that do not meet the panel requirements will have their access to the Affected Property revoked.

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

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

The *Contractor* always maintains a harmonious relationship with and co-operates with the *Employer* and all its suppliers and sub-suppliers or their employees who may be involved.

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

2.9.1.2 Key personnel

The *Contractor* ensures that all key personnel requiring access to the Affected Property meet the requirements of the *Employer's* security and medical qualifications as well as training and experience generally required by similar utilities elsewhere in respect of similar work. Where required, these staff members also meet such requirements as the National Nuclear Regulator may stipulate from time to time.

During any on Affected Property construction stages, the *Contractor* ensures continuous on-site supervision of the *service* by its supervisors.

The *Contractor* provides orientation and technical training for all key personnel requiring access to Affected Property in accordance with the requirements of the *Employer's* Radiological Safety Regulations, the *Employer's* Industrial Safety Programme, and, in general, the whole framework of plant rules (as applicable) and regulations which may be in force at the Affected Property from time to time, which is available on request.

The Site Management team are considered key persons by the *Employer,* and the *Contractor* submits a brief CV with associated records of qualification and related experience at the Contract Date:

- 1 x Site Manager
- 2 x Supervisors (1 x Scaffolding, 1 x Insulation)
- Health and safety representative
- FFD controller/clerk

Their duties include, but are not limited to:

- Attendance of meetings with the *Service Manager* or his delegates.
- Manage all IR/HR matters of the *Contractor's* staff.
- Manage and implement appropriate Human Performance standards/plans on Site.
- Prepare and manage all quotations, contract correspondence and invoicing on Site.
- Ability to converse with own staff/*Employer's* staff on technical and operational matters.
- Represent the *Contractor* on the *Employer's* management meetings when so required.
- Administer all planning and reporting requirements.
- Quality control and assurance.
- Construction regulations and OHSA requirements compliance (if applicable).
- Proper management of Plant Safety Regulations.
- Emphasize safe performance and worker practices.
- Be actively involved in its staff's health & safety issues.

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

2.9.1.3 Emergency mustering, accountability and evacuation

Due to the nature of the Affected Property, the *Contractor* is required to have full accountability of personnel at all times. It is therefore required that the *Contractor* has and maintains a current status and accountability list of all his personnel on the Affected Property. The accountability list is handed to the *Service Manager* each time a change occurs.

The *Contractor* ensures that his site representative takes full responsibility of this requirement and that he and his personnel are fully conversant with the mustering requirements as detailed in the *Employer*'s procedure KAA-611 Revision 5.

2.9.1.4 Affected Property hours

Employer working hours are 24 hours a day, 7 days a week during outage periods. Normal working hours during non-outage periods are:

Mon-Thu: 07h30 – 16h35

Fri: 07h30 – 13h35

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*.

2.10 Provision of bonds and guarantees

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

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer*'s right to termination stated in this contract.

2.11 Documentation control

2.11.1 Documentation and record management

All documentation produced by the *Contractor* complies with the latest *Employer's* guide as communicated per Task Order.

The *Contractor* is required to keep all his records up to date. All legislative requirements, such as those prescribed by the Construction Regulations Act, OHS Act and copies of all applicable procedures and specifications (Section 13), are maintained and kept neatly on *site*.

Removal of insulation is compensated using a flat, fixed rate, and replacement is compensated using an all-inclusive rate per linear meter (piping) and an all-inclusive rate per m² (vessels and equipment).

The *Contractor* is required to, unless not specified, provide the service controller with a quotation per job request, based on the plant location, type, operating and cold face temperature, time of performance and material type used. He will further be required to confirm the area, material requirements and constraints, if any, as correct.

All jobs not completed to the satisfaction of the *Employer*, in accordance with the specifications and time frame prescribed, will not qualify for payment. All re-work will thus be for the account of the *Contractor.*

The *Contractor* will receive a duly authorized Task Order (SAP 45), consisting of one or a selection of activities, for a specific period. Each individual activity is scheduled and requested through the *Employer's* SAP system and is indicated by a 32 *Work Order* number.

Each *Work Order*, once the location was inspected by Contractor, and the area and material selection was approved and agreed between the parties, is accompanied by a "remove" or "replace" Job card. The Job cards are loaded and printed by the Contractor from the *Employer's* on-*site* Job Card management system and packages prepared.

At each assessment date, the Parties provide each other with a summary of all approved and completed activities during the applicable period. The *Contractor* reconciles these summaries against his own summary of work, meet with the *Service Manager* to discuss and resolve any disputes regarding payment, agree on the corrections required, and provide a Tax invoice for the same amount as the *agreed* summary after successful assessment of the amount due for payment.

All documentation, including drawings and operating and maintenance instruction manuals, are uniquely identified and cross-referenced with all related documents. Document deliverables are provided in electronic, searchable format (PDF) and includes all signatures obtained internally.

Once the document deliverable has been accepted by the *Employer*, the *Contractor* provides, in addition to the electronic submission, one hardcopy version of the document.

Where required, the *Contractor* may be requested to supply a document in its originally compiled format i.e. “Word”, “Excel”, “Visio” to facilitate the *Employer’s* review or documentation updates. The *Contractor* provides, upon request, the documents in its originally compiled format. All new drawings submitted by the *Contractor* conforms to the *Employer*’s drawing standard, KBA 0000 G00 1000 Revision Z2.

The *Contractor* requests sequential drawing and document numbers from the *Employer* (where applicable). All new drawings are handed to the *Employer* in the electronic media (e.g. dgn format) which is compatible to Microstation Version 7 (or higher) software program. All new drawings are sized to metric paper size standards (A4, A3 etc.).

The *Contractor* identifies and provides the update requests for affected drawings, documents and procedures. The *Contractor* corrects all identified documentation / configuration anomalies required to implement the *service* and notify the *Service Manager* of any other.

2.11.2 Documentation to be provided by the *Employer*

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. Original component related design base information does not all reside with the *Employer*. In cases where such information is required and not available, the *Contractor* reverse engineers the basis as part of 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.

2.11.3 Communication

All communication is addressed to the *Service Manager*, as applicable per the TSC conditions. 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 TSC 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…….. /E xxx
- From the *Contractor* to the *Service Manager*: 46000…….. /C xxx

with xxx referring to the next sequential letter number.

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.

2.12 Invoicing and payment

2.12.1 Assessments

The *Contractor* includes in the Monthly Planning Report the proposed assessment information. Failure to submit such information on the assessment date will result in the *Service Manager* making his own assessment, based on available information.

The *Contractor* submits, separately, all documentation and certification in support of the proposed assessment information.

2.12.2 Invoices and payment arrangements

The *Contractor* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act 89 of 1991 as amended by the Revenue Laws Amendment Act 45 of 2003, that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 10(4)(C), is adhered to. No payment will be made on tax invoices not fully meeting this requirement.

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

- **All invoices are sent to:**
  invoiceseskomlocal@eskom.co.za

- **Particulars to be included on the *Contractor's* Tax Invoice:**
  - The name and address of the *Contractor*
  - The date of the invoice
  - An invoice number
  - *Contractor's* VAT registration number (if applicable)
  - *Employer's* VAT registration number
  - Reference to Contract and/or SAP Task Order number
  - The amount paid to date
  - The price adjustment for inflation (where clause X1 is applicable)
  - The value of the invoice split into payments as per the Price List
  - A descriptive title of the service covered by the Invoice and/or the Contract's assessment number

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 signed copy of this SAP generated Task Order is promptly returned to the *Service Manager.*

Payment is made by means of electronic transfer. The *Contractor* therefore provides his banking details to the *Service Manager* within one week of the Contract Date.

2.12.3 Compensation events

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

- Introduction
- Executive summary
- Contractual basis of compensation event (Refer to TSC Core Clause 60.1)
- Details of the compensation event
- Assessment of compensation event (TSC Core Clause 63)
- Conclusion
- Accepted Plan showing impact of delay ((TSC Core Clause 62.2) – If the programme for remaining *service* is altered by the Compensation Event
- Appendices:
  - Early Warning (TSC Core Clause 16.1) - if applicable
  - Notification (TSC Core Clause 61.3)
  - Instruction to submit quotation (TSC Core Clause 61.1 or 61.2)
  - Instruction to submit alternative quotation (TSC Core Clause 62.1) or to submit a revised quotation (TSC Core Clause 62.4) - if applicable
  - Any extension of time under (TSC Core Clause 62.5) - if applicable
  - Any other document(s) the *Contractor* may consider applicable.

For compensation events to be implemented, the *Employer* requires the *Contractor* to sign a compensation event register form. For any payments required as a result of the compensation event, the *Contractor* is required to submit the signed compensation event register form, at latest, prior to the 15th of the month in which any associated amount should be assessed. This is to allow sufficient time for the *Employer* to load the associated costs onto its SAP system.

It is specifically stated that the *Employer* will not accept any forecasted payments relating to "compensation event acceptance".

2.13 Management of work done by Task Order

(1) SAP task order, together with an instruction from the *Employer* to perform a Task, is the *Employer's* notice to the *Contractor* to carry out a Task.

(2) The *Contractor* does not perform any work without a SAP task order accompanying the *Employer's* instruction to perform a Task.

(3) The *Contractor* performing work without a SAP task order is done at the risk of non-payment by the *Employer*.

(4) The *Employer* may not issue a SAP task order after the *completion date*.

(5) All compensation events must be submitted to the *Service Manager* for assessment. A detailed cost breakdown must accompany each request.

(6) To enable payment the *Service Manager* and the *Contractor* signs next to each line of the *services* on the applicable SAP generated task order. The signed copy of this SAP-generated task order is forwarded to the Contracts Management Group on site.

2.14 Audits

The *Services Manager may* in accordance with a predetermined programme carry out audits on the *Contractor's* processes supporting any work done or to be done in terms of this contract, as well as on the work actually carried out. The *Services Manager* shall give the *Contractor* notice of his intention to perform an audit in order that the *Contractor* may provide a representative observer. The nature of audits ranges from safety (incl. NOSA), statutory compliance (BCEA, bargaining council agreements), and housekeeping to general audits.

Depending on the findings of such an audit, the *Service Manager* may notify the *Contractor* of a Non-Conformance Report (NCR). The *Contractor* shall notify the *Service Manager* of the actions he intends to take to clear the NCR, and by when he will have taken them. The *Contractor* maintains a database system to record and track all NCR's raised and reports these to the *Service Manager* monthly.

2.15 Contract change management

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

2.16 Records of Defined Cost to be kept by the *Contractor*

The *Contractor* keeps all records, for presentation to the *Service Manager,* for compensation events.

2.17 Training workshops and technology transfer

Training is to be provided in accordance with the requirements stated below:

2.17.1 Transfer of skills to the *Employer's* personnel

The *Contractor* assists the *Employer* in the skills development of the *Employer's* personnel by accommodating such personnel, as mutually agreed, in the offices of the *Contractor* for the purposes of gaining an understanding of the system/technology.

If in the opinion of the *Contractor* the existing skills of the *Employer's* personnel can be utilised to the benefit of the contract, this can be mutually arranged. Additional costs will be for acceptance by the *Service Manager* prior to it being incurred, as part of the TSC Compensation event procedure.

2.18 Design and supply of Equipment

The *Contractor* complies with all the requirements of each Task Order.

2.19 General Constraints

2.19.1 Laws and regulations to be complied with

Specific laws to be complied with:

- The *Contractor*, at its own expense, 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, bye-laws and requirements of local and other authorities which may be applicable to the *services* and as amended or replaced.
- The *Contractor*, at its own expense, complies with the Occupational Health and Safety Act 85 of 1993.
- Where applicable, 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 from time to time.
- The *Contractor*, at his own expense, complies with the Basic Conditions of Employment Act 75 of 1997. The *Contractor* indemnifies the *Employer* against any claims, proceedings, compensation and cost arising from the *Contractor's* transgression of the Act.

- While on the Affected Property, the *Contractor* is at all times under the authority of the *Employer's* Power Station Manager for the purpose of giving effect to the provisions of the above. However, this does not in any way relieve the *Contractor* of his obligation to comply with the relevant legislation. Failure of the *Employer's* Power Station Manager to act in any specific manner does not make him or the *Employer* liable to the *Contractor* in any manner for any matter which may arise as a consequence of such failure to act.
- All work will be co-ordinated by the Service Manager. It may be required to perform activities outside for normal working hours; this will be communicated to the *Contractor* by the Service Manager as applicable.
- The *Contractor* shall in particular, comply with all labour legislation relating to working hours and shall provide proof to the *Employer* prior to the commencement of the Outage that they:
  - Are registered with an applicable Bargaining Council (i.e. MEIBC), where applicable.
  - Have received an exemption (from the bargaining council or acceptable authority) or a Ministerial Determination from the Department of Labour allowing their staff members to work hours in excess of the number prescribed in the Basic Conditions of Employment Act, 1997;
  - Are compliant with the requirement in terms of providing transport to their employees working between 18h00 and 06h00.

2.19.2 Nuclear safety culture

Achieving continuous improvement in nuclear safety requires a culture that encourages setting and maintaining high standards; identifying and resolving problems and deficiencies; openness to criticism and recommendations for improvement; and mutual respect and effective communication and independent oversight.

This culture can only be established if the *Contractor* is fully committed to its nuclear safety responsibilities. It is the *Employer's* requirement that the *Contractor* establishes and maintains such a culture.

2.19.3 Confidentiality and publicity

The exchange between the Parties or the disclosure to third parties of information is subject to the provisions of the Nuclear Energy Act 92 of 1982, the National Key Points Act 102 of 1980, and the Protection of Information Act 84 of 1982. The *Contractor* agrees that neither the *Contractor* nor its employees, agents or sub-contractors make any public statements or release to any third party (including the *Adjudicator*) any information concerning the performance of any work without first obtaining the written approval of the *Services Manager*. Requests to release information are co-ordinated by the *Services Manager* through the designated *Employer's* Commercial Manager or the *Employer's* Power Station Manager. The *Contractor* ensures adherence of its employees, agents and sub-contractors to this restriction.

2.19.4 Housekeeping

The *working areas* (on site as well as scaffold yard) are cleaned and kept neat daily. All equipment is packed neatly without interference to access. All excess scaffolding must be removed from *working areas* after it has been erected or dismantled. All excess thermal insulation material must be removed from *working areas* after it has been removed or replaced. The supervisor of the *contractor's* team will be responsible for housekeeping during work execution.

2.19.5 Safety of Workers

The *Contractor* ensures the safety of all persons working in the working areas. Precautions are taken to prevent any objects or waste from falling.

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

Eskom has been declared an essential services organisation, which means that no employee may go on strike.

2.19.6 Environmental constraints and management

The *Contractor* is required to ensure that all goods, services, or works supplied in terms of the Contract conform to all applicable environmental legislation ISO 14001.

Where Work is done on the *Employer's* site the goods, services, or works supplied will also conform to the *Employer's* environmental specifications.

2.19.7 Transportation of passengers: open LDV's:

No *Contractor* employee shall be allowed to transport passengers on the back of a light delivery vehicle (LDV) whether open or closed.

All passengers must be transported in a closed vehicle with proper and adequate seating, fitted with safety belt for the number of passengers to be transported.

Tools and equipment must be properly secured. Only authorised drivers may transport passengers. All drivers must have a valid driver's licence.

The above requirements must apply to on site and off site.

2.19.8 Barricading and Screens

The *Contractor* shall, where he is working, provide and install barricades and warning devices to ensure that Equipment and persons are not exposed to danger and to prevent access to dangerous areas.

2.19.9 Fire precautions

In case of a fire the *Contractor* contacts the control room immediately.

(1) Before commencing with any work, the *Contractor* must communicate with the fire co-ordinator (Fire Dept.) to discuss any fire precautions that may be required.

(2) The *Contractor* is not allowed to tamper with the *Employer's* fire equipment.

(3) All exit doors, fire escape routes, walkways, stairways and stair landings must be kept free of obstructions.

(4) Firefighting equipment must remain accessible at all times.

2.19.10 Human performance

The National Nuclear Regulator's requirements, RD0034 (Quality and Safety Management Requirements for Nuclear Installations) requires *Contractor*'s, performing work at Koeberg Operating Unit (KOU), to demonstrate that they abide by the principles and practices of a healthy nuclear safety and human performance culture. The *Contractor* therefore needs to demonstrate that a working human performance programme is in place for the duration of the contract and/or project performed at the KOU.

The human performance programme links into the *Contractor's* existing integrated management system and shares the following:

- It is part of continual business improvement,
- Leadership and commitment from top management determines its success,

- Sufficient supervision is exercised over activities,
- Relevant information is communicated to lower levels,
- The programme is stimulated by training and education,
- Fully documented,
- Implemented and auditable, and
- It provides assurance to customers and business partners.

The *Contractor* is therefore required to adopt a human performance programme that consists of the following elements in his effort to comply with the requirements of RD0034:

2.19.10.1 Human performance training

A formal (documented and auditable) training programme must be in place ensuring all workers on the contract are aware of and familiar with the principles of human performance, inter alia:

- Error-precursors
- Latent weaknesses

All workers are to be familiar in the practice of relevant error-reduction tools, consisting of the seven (7) tools used at KOU, as minimum:

- Self-Check (STAR)
- Peer Check
- Pre Job Brief
- Procedure Use
- Place Keeping (circle and slash)
- Questioning Attitude
- Effective Communication (3-way communication and repeat-backs)

Note: The KOU HP3 authorisation should only serve as a refresher to the Vendor's workers.

2.19.10.2 Reporting culture

The *Contractor* is required to have a process or means by which the workers (all organisational levels) can report issues and incidences that negatively (or have the potential to) affect performance, without fear of retaliation or punitive action.

The *Contractor's* process must be such that the information is captured, analysed and the resulting corrective actions taken as a result of the reports are identified and tracked, for implementation and improvement. All such reported issues are shared with the KOU, for purposes of capturing in the KOU Corrective Action Programme (CAP).

2.19.10.3 Observation programme

It is desired (not expected) that the *Contractor* is capable of performing initial investigations into human performance events to determine the contributing factors (error precursors and organisational weaknesses). The *Contractor* must however support and co-operate with any such investigation by KOU.

The *Contractor* is required to have a process whereby workers' at-work behaviours in the field are observed and coached against a set of formalised best practice criteria. This is to reinforce the

desired standards and behaviours expected on the job site and to provide assurance that the *Contractor's* workers and supervisors are adhering to standards. The *Contractor's* workers must be coached where deviations from standards and expected behaviours are detected.

This information is captured, by the *Contractor*, in a means that allows review of previous observations performed for the identification of potential trends in worker behaviours that could potentially lead to an event. Actions are to be developed and implemented to address such trends. The *Contractor's* process must have an auditable trail.

2.19.10.4 Human performance indicators

The *Contractor* is required to maintain indicators that reflect the human performance programme, consisting of:

- Number of reported issues / incidence / events reported by the *Contractor's* staff,
- Percentage of closed corrective actions,
- Number of days between human-performance related events,
- Number of recorded observations and
- Percentage of critical observations (the percentage of total observations that recorded deviations and coaching)

As part of ensuring compliance, the KOU will include the *Contractor's* human performance programme into its capability assessments and audits, for work at KOU, following a graded approach with regards to the products and services provided by the *Contractor*.

3 Health and safety, the environment and quality assurance

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

3.1 Health and safety risk management

3.1.1 Nuclear Safety

The *Contractor* promotes a culture that is dedicated to continuously striving to enhance nuclear safety.

The *Employer* defines appropriate safety objectives for the KOU, and the *Contractor* is also responsible for meeting those objectives, instilling a philosophy of personal excellence, and timely identification and resolution of safety problems.

The *Contractor* is responsible for continuously pursuing enhancements to safety, not just complying with a minimal set of legal requirements.

3.1.2 SHE Specification

The *Contractor* complies with the *Employer's* Level 1 Construction Safety, Health and Environment Procedure, number 32-136. SHE specification guidelines to which *Contractor* complies with are supplied by the *Employer*.

A project specific SHE file is to be created by the *Contractor* and submitted together with a completed copy of the Construction Regulations Checklist to the *Service Manager* for acceptance within 1 months of the *starting date* following which the *Contractor* maintains and updates the file.

It is to be noted that before any work can commence on the Affected Property, the *Contractor* must have performed a detailed risk assessment of the work to be performed and/or the work area where work is to be performed. The risk assessment is documented and discussed with the parties involved with the work and is to be submitted to the *Service Manager* for acceptance.

Personnel protective clothing as specified in the Act for all work, except work in the radiological controlled zone, is provided and is kept in good order by the *Contractor*. A hard hat (with chin strap), safety boots, ear plugs and safety glasses are mandatory safety equipment at the Affected Property. Where work is to be performed on the 7,5m level Electrical Building, the *Contractor* provides arc-flash suits. Protective clothing for work in the controlled zone is prescribed and is supplied by the *Employer*.

3.1.3 *Employer's* lifesaving rules

The *Contractor* complies with the *Employer's* five rules as stipulated in the *Employer*'s Management Directive 32-421. The *Employer* takes a ZERO TOLERANCE stance to violation of these rules:

- Rule 1: Open, isolate, test, earth, bond, and/or insulate before touch.
- Rule 2: Hook up at heights.
- Rule 3: Buckle up.
- Rule 4: Be sober.
- Rule 5: Permit to work.

3.2 Environmental constraints and management

3.3 Quality assurance requirements

3.3.1 Quality assurance requirements

The *works are classified as Q2/L2 and therefore the following requirements need to be met by the service provider.*

The supplier needs to have a Quality Management System that is certified to ISO9001:2015. The applicable quality requirements for the supplier are stipulated in the Eskom quality specification 238-103.

The supplier shall have a documented, authorised and implemented quality assurance programme that, as a minimum, meets the requirements as identified in 238-769T.

The supplier shall be responsible for ensuring that all sub-suppliers' quality management system conform to the requirements of the Eskom contract or purchase order and shall define the specific quality system elements applicable to the sub-supplier's scope of work or supply.

In case the supplier identifies improvements or changes that will seek deviation from the requirements of this specification, purchase order or contract, the supplier shall describe such conditions as a deviation and apply for a deviation request for Eskom acceptance. If granted, a deviation permit shall be issued and will apply to the applicable area as identified in the deviation request.

The supplier shall prepare a contract quality management plan (CQMP) as identified in 238-769T or on the order, which shall address the quality practices and interfaces with Eskom applicable to the contract or purchase order. In addition, the Eskom specific quality requirements which are not fully covered by the

suppliers' documented quality system shall be addressed in this contract quality plan (Eskom acknowledges that the CQMP could be subjected to updates throughout the contract period).

3.3.2 Quality control requirements

The supplier shall prepare Quality Control Plans (QCP) as identified in 238-769T or on the order. This QCP shall identify the sequential operations, indicate the inspection and test points and areas where reports and records are required.

QCPs shall be prepared for each uniquely identified product and shall be traceable to the work performed (238-769T refers).

The QCP shall be submitted to Eskom or its inspection authority or agency for their review.

QCPs shall be reviewed by Eskom, or its inspection authority or agency and they shall allow for the insertion of Eskom specific requirements, including hold and witness points prior to the commencement of work (238-769T refers).

Subsequent changes to the Eskom approved quality plans (QCP/PQP/CQMP) shall be reviewed and accepted by Eskom or its Authorised Representative prior to the commencement of work involving an activity affected by such changes.

Eskom
Vuyo Dzingwe
2026-06-16
Procurement Quality Engineering

3.3.3 *Contractor's* Quality Control Plans (QCPs)

The QCP typically consist of the following as a minimum:

- A cover page that includes and makes provision for the following:
  - Document unique number
  - Revision number
  - Page number
  - Provision to incorporate all inspection report numbers
  - Plant/system worked on
  - High level description of work execution
  - Provision for review and acceptance signatures by the *Contractor*, the *Employer* and the *Employer's* AIA/QA representative (where applicable).
  - Provision for final release signatures by the *Contractor*, the *Employer* and the *Employer's* AIA/ QA representative (where applicable).
- A page which includes a high-level logical sequence of work execution
- A page which includes:
  - Drawing numbers
  - Abbreviations
  - Records numbers
  - Procedures numbers
  - Reference document numbers
  - Certificate numbers and references
- The work execution logic and sequence.
- Hold and witness points
- A Materials summary that includes:

Any other specific requirements:

- As per Task Order

4 Procurement

4.1 Subcontracting

All subcontractors are contracted on a back-to-back basis under appropriate NEC conditions of contract and are subject to acceptance by the *Service Manager*. Where NEC conditions of contract are not utilised, the proposed conditions of contract are submitted to the *Service Manager* for acceptance.

4.1.1 Nuclear safety

The *Contractor* establishes and maintains vigorous oversight over its subcontractors to assure adherence to this Service Information and its requirements and thereby achieve nuclear safety.

4.1.2 Preferred subcontractors

Preference is given to South African companies as possible subcontractors. Where possible, local resources are utilised. A predetermined and mutually agreed value of this contract, at the Contract Date, is attributable to Eskom Holdings Limited Classified Black Economic Enterprises (BEE) / Small Medium & Micro Enterprises (SMME) or Black Woman Owned (BWO) Enterprises. The value attributed to such enterprises is monitored by the *Contractor* and submitted to the *Service Manager* by means of a 3-monthly statement of expenditure.

4.1.3 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* provides evidence of the selection process and criteria for each subcontractor appointed to assist the *Service Manager* in his contractual acceptance (Core Clause 26.2) of the subcontractor. The evidence includes skills assessment (including qualifications) for subcontractor's staff. In the *Contractor's* submission to the *Service Manager* in terms of Core Clause 26.2, he also includes a "control and supervision of sub-contractor" plan for acceptance, by the *Service Manager.*

4.1.4 Limitations on subcontracting

Subcontractors reporting relationships are such that quality outputs and independence is assured eg. a radiography subcontractor cannot report to the welding subcontractor. These relationships are such that the *Contractor* has full control of all subcontractor outputs. Subcontractors contracting to subcontractors are to be avoided as far as possible. Exceptions are only allowed with the explicit acceptance of the *Service Manager.*

4.2 Plant and Materials

4.2.1 *Contractor*'s procurement of Plant and Materials

The *Employer* requires warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor*. Where provided warrantees from suppliers exceed the Defects Date, those warrantees are passed on to the *Employer*. All *Contractor's* supplier data which the *Employer* may need after Completion of the whole of the services is supplied to the *Employer* at delivery.

4.3 Specifications

The Contractor complies with the Occupational Health and Safety procedures issued by the *Employer*. The contractor must furthermore comply with the Employer's Safety, Health and Environment Procedure for Contractors, which are site specific as per the list below:

SCAFFOLDING: Specification Title	Date or Revision	Tick If Public Available
Employer's Health And Safety Requirements – KGA073	Latest	
Occupational Health And Safety Act, Number 85 Of 1993	Latest	✓
Quality Requirements For Engineering And Construction Works	Latest	✓
SABS Quality Standards Quality Programme ISO9001:2008	Latest	✓
SABS 0157 Part I and II	Latest	✓
Construction Regulations of 18 July 2003 or latest	Latest	✓
SANS 10085-1:2004 – Code of Practice for Design, Erection, Use and Inspection of Access Scaffolding	Latest	✓
SABS 657 - Steel tubes for non-pressure purposes Part 1: Sections for scaffolding, general engineering and structural applications	Latest	✓
SABS 1896 – Wooden Scaffold Boards	Latest	✓
SABS 0162 – Structural Use of Steel	Latest	✓
SABS 767 – Condition of steel and cleanliness achieves	Latest	
Entry, Removal and Control of Scaffolding to and from Koeberg Operating Unit (Appendix E)	Latest	
The Resource Requirements for Scaffolding (Appendix F)	Latest	
DSG-318-087 - Quality Requirements for the Procurement of Assets, Goods and Services,	Latest	

Thermal-Insulation: Specification Title	Date or Revision	Tick If Publicly Available
DSG-318-087 "Quality Requirements for the Procurement of Assets, Goods and Services"	Latest	
Safety Guidelines for *Contractor*s at Koeberg Operating Unit	Latest	
DSG 317-094 Specifications For Chemical Products & Materials Used At K.N.P.S.	Latest	
Thermal Insulation Technical Specification	Latest	
SANS 1445-3 : 1990 Thermal insulation materials for industrial applications Part 3: Bonded preformed mineral fibre pipe sections	Latest	
SANS 1445-2 : 1990 Thermal insulation materials for industrial applications Part 2: Metal-mesh-faced mineral fibre mattresses	Latest	
SANS 6119 The water-soluble chloride content of material for thermal insulation (1988)	Latest	
Health and Safety Requirements for Construction Work as per OSHA	Latest	
All applicable Safety Assurance and Quality Receipt Procedures of the *Employer*	Latest	
Employer's Health And Safety Requirements	Latest	
Occupational Health And Safety Act, Number 85 Of 1993	OHS Act 85 Of 1993	
SABS Quality Standards Quality Programme ISO9001:2008	Latest	
KSM 015 – Maintenance history records	Latest	
Any other specification applicable to the Task Order	Latest	

5 Working on the Affected Property

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

5.1.1 *Employer's* Affected Property access control

5.1.1.1 Fitness for duty management

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

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

The *Employer's* FFD process is designed to only allow the *Contractor's* employees to perform work if they:

- Have valid identification documents;
- Have been declared free of drugs and alcohol;
- Have been declared healthy, physically able and free of any medical condition that could impair their ability to perform the work they have been appointed for;
- Have valid work permits ;
- Have completed the security background verification process;
- Have the qualifications required for the task;
- Have the minimum plant access training required to work on site;
- Have been declared competent and authorised to perform the work they have been appointed for;
- Have received specific training required for the work they will be required to perform; and
- Have signed a non-disclosure agreement to protect the *Employer's* information, they come in contact with.

5.1.1.2 Fitness for duty (FFD) requirements

All personnel who require access to Koeberg Operating Unit must have successfully completed the FFD process (in accordance with documents 335-67 and 335-68) before a security access permit will be issued to the person.

5.1.1.3 Fraudulent Documents

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

5.1.1.4 False Declarations

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

5.1.1.5 Security check points

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

5.1.1.6 Access to Radiological Areas "Controlled Zones" and Reactor Building (where applicable)

Where work is to be performed in a radiological area (Controlled Zone), the *Contractor* needs to pass through a dosimetry-issue check point.

General access for inspections and measurements in the reactor buildings is not allowed during the operation of the plant and are limited during the refuelling outages with access limitations in accordance with KSA-062.

Access to radiological areas is subject to all training and verifications being completed as stated in this Service Information.

5.1.1.7 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 latest revision (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.

5.1.1.8 Vehicles and tools/equipment

All equipment and tools are subject to a security screening before they are allowed on the Affected Property. All equipment and tools must be listed and specified before they are brought on Affected Property. This list will serve as evidence for removal permits upon Completion of the *service*. Vehicles are only allowed on Affected Property if justification is provided to the *Service Manager* that such a vehicle is essential in Providing the Service.

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply. It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to them at any time.

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 provided that 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 Records of *Contractor*'s Equipment

All equipment and tools must be listed and specified before they are brought on Affected Property. This list serves as evidence for removal permits upon Completion of the *service*.

5.5 Affected Property services and facilities

5.5.1 Provided by the *Employer*

5.5.1.1 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*	*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 Affected Property,
				  • 380V AC three phase rated at 32 A without neutral at various positions on the Affected Property,
				  • 6.6 KV AC three phase at various positions on the Affected Property.
					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**	• 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 Affected Property 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.

5.5.1.2 Lighting

	Activity description	*Service*	*Contractor*	Requirements	Planning	Additional notes
•	Temporary local lighting		**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.

5.5.1.3 Water

	Activity description	*Service*	*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	

5.5.1.4 Sanitary facilities

	Activity description	*Service*	*Contractor*	Requirements	Planning	Additional notes
•	Sanitary facilities	**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	

5.5.1.5 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.

5.5.1.6 Garbage collection

	Activity description	*Service*	*Contractor*	Requirements	Planning	Additional notes
•	Garbage collection	**X**		• A central garbage collection point is provided on the Affected Property 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 Affected Property to the central garbage collection point.	Not applicable	

5.5.1.7 Compressed air supply

	Activity description	*Service*	*Contractor*	Requirements	Planning	Additional notes
•	Compressed air supply point	**X**		• Compressed air is supplied at 6 to 8 bar(g) at standard air supply points on the plant. • All air points at the Affected Property 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*).	N/A	The *Employer* takes no responsibility for disruptions in the supply of compressed air.
•	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	

5.5.1.8 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.

5.5.1.9 Personal computers

	Activity description	*Service*	*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**	N/A	In accordance with Accepted Plan	No cellular or mobile phones are allowed on Affected Property.

5.5.1.10 Canteen and snack bar

	Activity description	*Service*	*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	

5.5.1.11 Telephones

	Activity description	*Service*	*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	

5.5.1.12 Environment

The *Contractor* ensures that all Plant and Materials, services and work supplied in terms of this contract conform to all applicable environmental legislation and in the *Contractor*'s residing country and to the *Employer*'s environmental specifications.

5.5.2 Facilities provided by the *Contractor*

The *Contractor* provides all remaining facilities to Provide the Service. Facilities provided by the *Contractor* are removed prior to Completion.

5.6 Tests and inspections

5.6.1 Description of tests and inspections

As per Task Order

6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
As per Task Order		

7 Service Level Table

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

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

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

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

Note 3: All material brought on Site is in accordance with the *Employer's* specifications and as detailed in the Service Information, and the *Contractor's* agreed standard. Material shall be in good, working condition,

properly maintained and looked after, and shall be available for use. The *Contractor* further ensures that his material is maintained in accordance with his Material Maintenance Plan as submitted.

Note 4: Prior to being used on the first possession date, all access structures are required to be declared safe for use by the *Contractor*. All access scaffolds that fail to pass this test first time, as deemed by any of the *Contractor* 's own inspectors, *Employer's* duly authorised resource or third-party inspector, shall be subject to this low service damage. The *Contractor* is informed of each applicable completion date for activities, i.e. erecting, modifying or dismantling scaffolding, or removal or installation of thermal insulation, where after he informs the *Employer* of his agreement.

Note 5: Unsafe work practices are defined as not in accordance with the *Employer's* SHE requirements, including Construction Regulations and OHS Act stipulations, and failure of the *Contractor* to take the required safety precautions as determined by the *Employer* and expected from an experienced contractor. Safety incidents are defined as the following:

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

Note 6: Radiation Protection violations are limited to:

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

8 Supplier Development and Localisation

Refer to the SDL&I Undertaking for the specific SDL&I requirements, which will be incorporated into the final NEC contract as contractual obligations with the selected Contractor once the targets have been agreed.

APPENDIX F (A)

RESOURCE REQUIREMENTS FOR SCAFFOLDING

1.0 REQUIREMENTS:

The *Contractor* must be able to meet the following requirements:

1.1 Proven track record

- Scaffolding and other access services

1.2 To be able to supply staff to satisfy the required job description.

1.3 Must be able to support outage workers in the external market outside of the outages. Must have a Contingency Plan (Back-up) in place.

1.4 Be able to supply material

- Galvanised scaffold material
- Latest technology materials implemented in the company
- Scaffolding and other access systems such as working cages

1.5 Supply his workforce with ALL Personal Protective Equipment (PPE), all PPE items of which shall comply with the standards stipulated the *Employer* and be SABS approved.

1.6 The workforce must be paid market-related wages, with compliance to all statutory requirements.

1.7 Transportation for staff must be compliant with public transport regulations

2.0 SITE Manager

2.1 Competencies required:

2.1.1 Matriculated

2.1.2 Radworker

2.1.3 Contracts management/ NEC3 training

2.1.4 3 years in Project Management

2.1.5 Be experienced in erection and dismantling of scaffolding and have knowledge of SABS 085-1988-Code of Practise for design, erection, use and inspection of access scaffolding, or latest revision.

2.2 Duties will include, but not limited to:

2.2.1 Ensure that the quality standards expected by the *Employer* are met right first time, on time, every time;

2.2.2 Control, discipline, develop and motivate the overall performance of the workforce with the aim of continuous improvement in the way the company operates;

2.2.3 Drive the Koeberg station and maintenance KPIs;

2.2.4 Ensure that the quality scaffolding material are fit for purpose must comply with the SANS standard. This request must also be part of the induction. The defected material must be taken off site immediately;

2.2.5 Attendance of all daily supervisor feedback meetings, safety meetings, and meetings with the *Service Manager* or his delegates;

2.2.6 Must converse with own staff and *Employer's* staff on technical and operational matters;

2.2.7 Ability to represent the *Contractor* on the *Employer's* management meetings when so required;

2.2.8 Administer all planning and reporting requirements;

2.2.9 Ensure that all required permits are requested and issued prior to the commencement of work;

2.2.10 Human resource development activities, recruitment, industrial relations issues;

2.2.11 Conduct monthly safety meetings with its staff, and documentation of all safety issues;

2.2.12 Be actively involved in its staff's health & safety issues;

2.2.13 Administrate all quotations and invoices from Site;

2.2.14 Be the single point of contact for all *Employer* requests concerning its staff.

3.0 SCAFFOLDING SUPERVISOR

3.1 Matriculated

3.2 Successfully completed supervisory training

3.3 Experience in project management

3.4 Shall have minimum 5 (five) years experience in safe use of scaffolding or any other formwork for access, e.g. cantilever out rigging, tubular, mobile, putlog and trestle scaffolding.

3.5 Shall understand SANS 10085-1:2004 Code of practise for design, erection, use and inspection of access scaffolding and SABS 657, Part 1 for use of frame or tower scaffolding, or latest revisions.

3.6 Shall be able to supervise teams of scaffolders and fixers.

3.7 Shall have formal certification in use of access scaffolding.

3.8 Shall be able to determine safe working loads for platforms.

3.9 Shall be familiar with general safety regulations of the Machinery and Occupational Act, 1983 (Act 6 of 1983) or latest revision.

4.0 SCAFFOLDING INSPECTOR

4.1 Shall have approximately 5 (five) years experience in erection and dismantling of scaffolding.

4.2 Shall have certification in both erection, dismantling of scaffolding and inspection of scaffolding for.

4.3 Shall understand SANS 10085-1:2004 Code of practise for design, erection, use and inspection of access scaffolding.

4.4 Shall be familiar with the following SABS standards:

- SABS 1896 – Wooden scaffold boards
- SABS 0160 – Identification colour marking
- SABS 0162 – Structural use of steel.

4.5 Shall make sure a scaffolding register is kept and a log all standing scaffolds

5.0 SCAFFOLDER

5.1 Shall have minimum 3 (three) years' experience in erection and dismantling of scaffolding or formwork.

5.2 Shall have accredited certification for scaffold erection in terms with the act.

5.3 Shall be able to supervise fixers and labourers.

5.4 Shall be familiar and experienced with all access scaffold equipment, e.g. putlog, kwikstage, aluminium towers, birdcage, etc.

6.0 FIXERS

6.1 Shall have approximately 3 (three) years experience in safe erection and dismantling of scaffolding or formwork.

6.2 Shall have experience in erection and dismantling of various scaffolding, e.g. putlog, kwikstage, towers, etc.

6.3 Proof of training in terms of the act

APPENDIX F (B)

THE RESOURCE REQUIREMENTS FOR THERMAL INSULATION

1.0 **REQUIREMENTS**:

The *Contractor* must be able to meet the following requirements:

1.1 Proven track record in providing Thermal Insulation services
1.2 To be able to supply personnel to satisfy the required job description.
1.3 Must be able to support outage workers in the external market outside of the outages. Must have a Contingency Plan (Back-up) in place.
1.4 Be able to supply material in accordance with the governing specifications
1.5 Supply his workforce with Personal Protective Equipment (PPE), all PPE items of which shall comply with the standards stipulated by the *Employer* and must be SABS approved.
1.6 24 hour standby coverage.
1.7 The workforce must be paid market-related wages.

• **Site Agent**	• Grade 12
• **Supervisor**	• Grade 12 • Experience in project management • 5 (five) years experience • Ability to read drawings (Technical) • Supervisory training certification • Ability to give instructions and supervise teams
• **Package compiler**	• Grade 12 • Experience in project management • 5 (five) years experience in all aspects of thermal insulation hot and cold • Ability to read drawings (Technical) •
• **Developer**	• Grade 10 • 5 (five) years experience • Trade Papers – Boiler Maker or Sheet metal worker • Ability to do developments from plant drawing or site measurements
• **Lagger**	• Grade 10 • 4 (four) years experience • Applying all different types of insulation • Measurement skills • Fitting of sheet metal cut outs etc.
• **Semi Skilled**	• Grade 10 • 0 – 2 (two) years experience • Applying Lagging to Pipes – Assisting with Fastening

[redacted]

Site Information

Site Information

1. Access Requirements

1.1 **Personnel**

1.1.1 All personnel must have a valid identification document (green identity document) or passport. All personnel must be cleared to work at the Site by the South African authorities, prior to being cleared as a Temporary worker. Allow 14 days for clearance. Security clearance or refusal thereof will not constitute a compensation event.

1.1.2 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.

1.1.3 Application for a temporary worker permit will require the following documentation:

a) Security Permit Application

b) List of Training completed

c) Screening form

2. Security Check Points

2.1 Prior to access to *site,* the *Contractor* will discover various security check points, viz. Entrance at the R27 access gate, entrance at the Duynefontein entrance and at Access Control Point 1 (ACP1) and 2 (ACP2)

2.2 All temporary worker/visitors permits are issued at ACP1.

3. Vehicles and Tools/equipment

All equipment and tools are subject to a security screening before they are allowed on the *site.* All equipment and tools must be listed and specified before they are brought on *site*. This list will serve as evidence for removal permits. Vehicles will be only be allowed on *site*, if proof is provided to the *Employer*, that there is a requirement, that such a vehicle is necessary to complete the *Works*.

4. Vehicles and Tools/equipment

4.1 This Act is the governing law in relation to all work and shall be complied with at all times

4.2 Personnel protective clothing as specified in the Act for all work, except work in the radiological controlled zone, shall be provided and be kept in good order by the *Contractor*. Protective clothing for work in the controlled zone will be prescribed and supplied by the *Employer.*

5. Permit to work

All work performed on the *site* shall be governed by the *Employer*'s Permit to Work System and no work will be allowed without this authorisation.

6. Emergency Mustering and Accountability and Evacuation

6.1 Due to the nature of the *site* it is a requirement to have full accountability of personnel at all times. It is therefore required that the *Contractor* has and maintains a current status and accountability list of all his personnel on *site*. The accountability list shall be handed to the *Employer* each time a change occurs.

The *Contractor* will ensure that his *site* supervisor takes full responsibility of this requirement and that he and his personnel are fully conversant with the mustering requirements as detailed in procedure KAA-611.

7. Facilities

7.1 The Contractor is required to supply its own accommodation

7.2 In the event that the *Contractor* occupies an Employer facility, the Contractor shall be liable for any damage incurred to the *Employer's* facility during the period of occupation by the *Contractor*.

7.3 The *Contractor* submits a facilities checklist to the *Employer* for acceptance, prior to occupation and again upon departure, which serves as proof of any damage to the *Employer's* facility.

7.4 All expenses incurred by the *Employer* in the event of the *Employer* having to perform repairs, at a fee that is in line with the current building tariffs, is for the *Contractor's* account.

8. Canteen and snack bar

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

8.2 The *Contractor* supplies restroom facilities and vending machines at his own expense, if required, after obtaining the approval of the *Service Manager*.

9. Telephones

9.1 No cellular or mobile phones are allowed on site, a security point for storing cell phones is available outside the plant

9.2 The *Contractor* is responsible for payment of the total telephone account when the *Employer's* telephone account system is utilised by the *Contractor*.

10. Location of the site

The site is located at Koeberg Nuclear Power Station (KNPS) north of Melkbosstrand in the South Western Cape and is reached via the main road from Cape Town to Saldanha (R27). The turn off to KNPS is indicated on the R27. KNPS is approximately 30km north of Cape Town and the approximate co-ordinates are 33° 40.7'S and 18° 26.1'E.

After the turn off, the access route follows the main access road to KNPS.