



NEC3 Term Service

Short Contract (TSSC3)

A contract between	Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)	
and		
for	HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE	
Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
Part C1	Agreements & Contract Data	
	C1.1 Form of Offer and Acceptance	
	C1.2 Contract Data provided by the <i>Employer</i>	
	C1.2 Contract Data provided by the <i>Contractor</i>	
Part C2	Pricing Data	
	C2.1 Pricing assumptions	
	C2.2 Price List	
Part C3	Scope of Work	
	C3.1 Service Information	
	Pro Forma Task Order	
Documentation prepared by:	[Shirly Dhladhla]	

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s):			
Name(s):			
Capacity:			
For the tenderer:	(Insert name and address of organisation)		
Name & signature of witness		Date	
Tenderer's CIDB registration number:			

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE**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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s):			
Name(s):			
Capacity:			
for the Employer	<i>(Insert name and address of organisation)</i>		
Name & signature of witness		Date:	

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'.

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:		For the Employer
Signature:			
Name:			
Capacity:			
On behalf of	<i>(Insert name and address of organisation)</i>		<i>(Insert name and address of organisation)</i>
Name & signature of witness			
Date:			

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

C1.2 Contract Data**Data provided by the *Employer***

Clause	Statement	Data
	General	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address:	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.:	
	Fax No.:	
	E-mail address:	DhladhS@eskom.co.za
	If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:	
14.5	Name	Shirly Dhladhla
	Address	Eskom Holdings SOC Ltd Duvha Power Station Old Bethal Road P O Box 2199 WITBANK 1035
	Tel No.	013 295 9465
	Fax No.	
	E-mail address	DhladhS@eskom.co.za
	The authority of the <i>Employer's Agent</i> is	
11.2(5)	The <i>service</i> is	Cleaning and Ash Plant Repairs Services during U1 MO from 28 July 2023 to 30 October 2023
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	28 July 2023
30.1	The <i>service period</i> is.	3 months
13.2	The <i>period for reply</i> is	1 weeks
50.1	The <i>assessment day</i> is the	On completion of the task order.
51.2	The interest rate on late payment is	0% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	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.
	The conditions of contract are the NEC3 Term Service Short Contract (April 2013)¹² and the following additional conditions Z1 to Z11 which always apply:	
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its	

¹ If the previous edition applies change 'April 2013' for 'September 2009'.

² State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

	present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
Z2	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z2.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z2.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Employer</i> within thirty days of the notification or as otherwise instructed by the <i>Employer</i> .
Z2.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the <i>starting date</i> the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z2.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the <i>Employer</i> of completing the <i>service</i> .
Z3	Confidentiality
Z3.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to others where required by this contract the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z3.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Employer</i> .
Z3.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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.
Z3.4	The taking of images (whether photographs, video footage or otherwise) of the <i>Employer's</i> property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Employer</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z3.5	The <i>Contractor</i> ensures that all his subcontractors abide by the undertakings in this clause.
Z4	Waiver and estoppel: Add to clause 12.2:
Z4.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the <i>Adjudicator</i> 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

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

	writing.
Z5	Health, safety and the environment
Z5.1	<p>The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • 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 <i>service</i>; and • undertakes, in and about the execution of the <i>service</i>, 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z5.2	<p>The <i>Contractor</i>, in and about the execution of the <i>service</i>, 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 <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.</p>

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

Z6	Provision of a Tax Invoice and interest. Add to clause 50
Z6.1	The <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Service Information, showing the correctly assessed amount due for payment.
Z6.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z6.3	The <i>Contractor</i> is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z7	Notifying compensation events
Z7.1	Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the <i>Employer</i> ."
Z8	<i>Employer's</i> limitation of liability; Add to clause 80.2
Z8.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand).
Z9	Termination: Add to clause 90.2, after the words "or its equivalent":
Z9.1	or had a business rescue order granted against it.
Z10	Addition to Clause 50.4
Z10.1	If the amount due for the <i>Contractor's</i> payment of <i>delay damages</i> reaches the limits stated in a Task Order (if any), the <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Service.
Z10.2	If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the <i>Employer</i> of completing the <i>service</i> .
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 <i>Contractor</i> 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,

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.
Z11.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z11.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z11.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance**Z __12.1 Replace condition of contract 82 with the following:**

Insurance cover	82					
	82.1	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.				
	82.2	The <i>Contractor</i> provides the insurances in the Insurance Table A, from the <i>starting date</i> until the until the earlier of Completion and the date of the termination certificate.				
		INSURANCE TABLE A				
		<table><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property</td><td><p>The replacement cost where not covered by the <i>Employer's</i> insurance</p><p>The <i>Employer's</i> policy deductible as at contract date, where covered by the</p></td></tr></table>	Insurance against	Minimum amount of cover or minimum limit of indemnity	Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the</p>
		Insurance against	Minimum amount of cover or minimum limit of indemnity			
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the</p>					

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

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

	82.3	The <i>Employer</i> provides the insurances stated in the Insurance Table B																								
		<table><tr><th colspan="2">INSURANCE TABLE B</th></tr><tr><th>Insurance against or name of policy</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>Per the insurance policy document</td></tr><tr><td>Contract Works insurance</td><td>Per the insurance policy document</td></tr><tr><td>Environmental Liability</td><td>Per the insurance policy document</td></tr><tr><td>General and Public Liability</td><td>Per the insurance policy document</td></tr><tr><td>Transportation (Marine)</td><td>Per the insurance policy document</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>Per the insurance policy document</td></tr><tr><td>Terrorism</td><td>Per the insurance policy document</td></tr><tr><td>Cyber Liability</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage and Business Interruption</td><td>Per the insurance policy document</td></tr><tr><td>Nuclear Material Damage Terrorism</td><td>Per the insurance policy document</td></tr></table>	INSURANCE TABLE B		Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	Per the insurance policy document	Contract Works insurance	Per the insurance policy document	Environmental Liability	Per the insurance policy document	General and Public Liability	Per the insurance policy document	Transportation (Marine)	Per the insurance policy document	Motor Fleet and Mobile Plant	Per the insurance policy document	Terrorism	Per the insurance policy document	Cyber Liability	Per the insurance policy document	Nuclear Material Damage and Business Interruption	Per the insurance policy document	Nuclear Material Damage Terrorism	Per the insurance policy document
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Z13	Nuclear Liability
Z13.1	The <i>Employer</i> 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.

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

Z13.2	The <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> 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 <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.3	Subject to clause Z13.4 below, the <i>Employer</i> 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 <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z13.4	The <i>Employer</i> does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
Z13.5	The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.
Z14	Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

Z14.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> 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 <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

Note:

Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 24 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	
	Address:	
	Tel No.:	
	Fax No.:	
	E-mail address:	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	-----%
63.2	The percentage for overheads and profit added to other Defined Cost is	-----%
11.2(4)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] excluding VAT
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] excluding VAT

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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 tenderer 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 the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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.

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

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE**C2.2 Price List****Part 1**

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

Item no.	Description	Unit	Quantity	Rate	Price
1	Supervisor	1	Each		
2	Safety Officer	1	Each		
3	Artisan	4	Each		
4	Welder	1	Each		
5	Rigger	1	Each		
6	Assistants	6	Each		
7	Driver	1	Each		
8	Safety File	1	Each		
9	Transport	1	Each		

Total of the Prices for Part 1

Part 2

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

Item no.	Description	Unit	Quantity	Rate	Price

The total of the Prices for Part 2

C3: Scope of Work

C3.1 Service Information

There are ash lines pipes that are in the sluiceways which are not accessible for any maintenance activities, and they are covered with ash build up and moisture. They are currently maintained on the philosophy of run to failure, whereas the rest of the ash line pipes are currently maintained by turning the lines 90 degrees every six months. Frequent pipe leaks are being experienced and the latest thickness testing reports indicate that the ash lines are close to the minimum allowable wall thickness. The accessible line are also exposed to ash build up due to pipe lines which subsequently shorten the pipe life span (quickly get corroded).

Leaks are frequently experienced on the bends including the bend joints (bends that are joined by Johnson couplings). The bends are misaligned on the plinth contours which make it easier for bends to move due to change in momentum. Due to unavailability of drawings for the bends it makes life difficult to accurately fabricate bends with correct radius. As a temporary measure to compensate for the incorrect bend radius, Eskom (Duvha Power Station) ends up gagging all Johnson couplings (short and long barrel) that are on the bends and welding a steel bar across all pipes on the bend to prevent movement. Some of the plinths are damaged and have missing clamps and hold down bolts.

Based on the above mentioned problem statement, there is a great need to replace ash

1. Description of the service

To dismantle, removing of the existing pipe work, HP clean the internal on the pipeline, conduct thickness testing on the entire line, rotate pipes that are still in good condition based on the thickness testing report, replace based on the thickness testing report and reinstate the entire line till the distribution box.

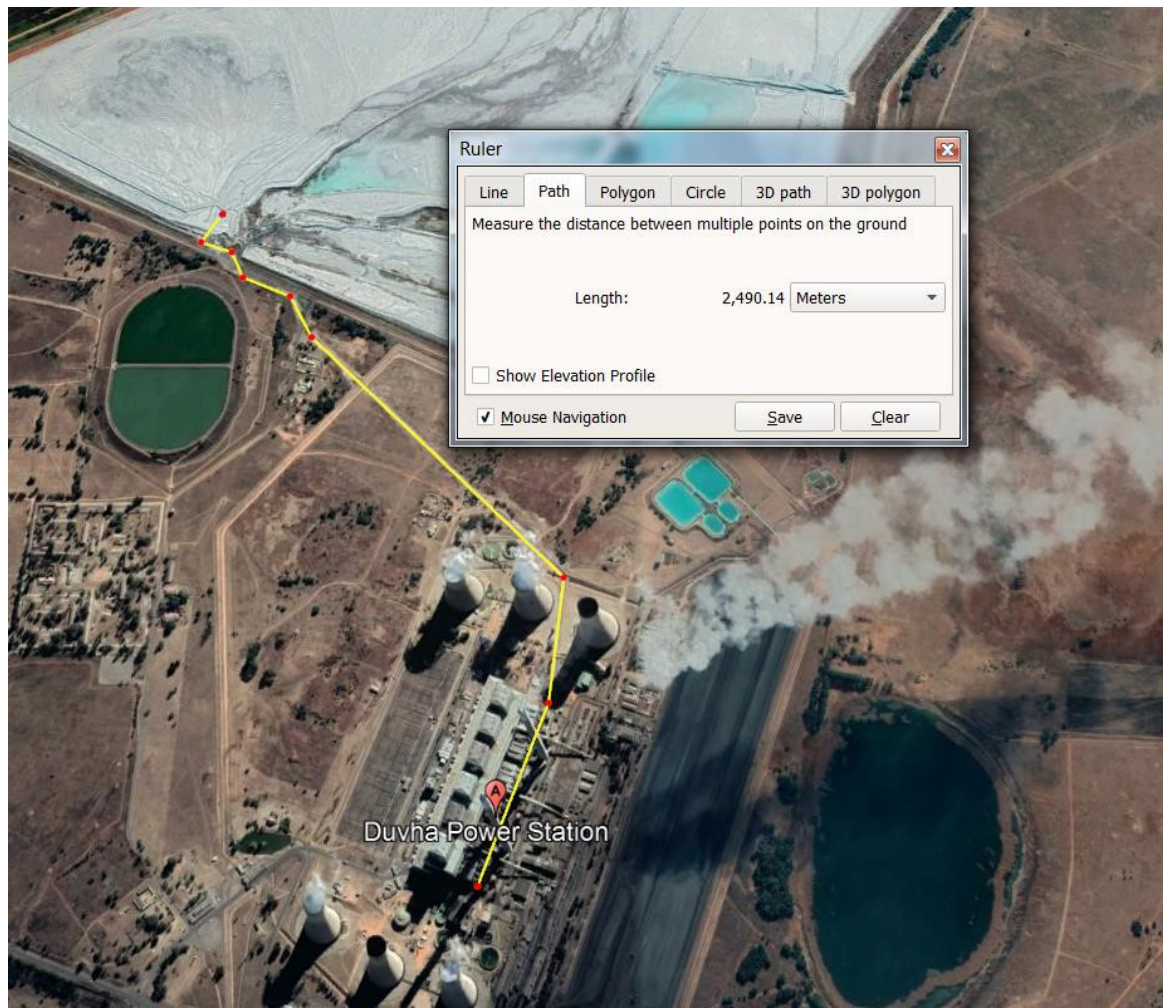
HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

Figure 1 showing the plant layout of the pipe route

The scope of work is about dismantling, removing of the existing pipe work and the supply, delivery, and installation of the ash pipes for the following units 2, 3, 4, 5&6.

3.1.1 Mechanical scope

- Dismantle the whole pipeline
- HP clean the internally the entire pipeline
- Conduct thickness testing on the entire line
- Rotate the pipes based on the thickness testing results
- Replace the pipes based on the thickness testing results
- Replace all pipelines running under the road next the ash sump, under the bridges and under the security fence.
- HP clean all sluice ways to expose the AWR supply lines (both ash hopper supply and dust hopper supply)
- HP clean the sump nozzle supply pipe from the common manifold until inside the sump
- HP clean the ash sump and nozzles inside the sump, inspect the nozzle and replace if required
- Test to see if the nozzles are not clogged up
- Install bends to Flanged on both sides (Flange table 16 BS4504, 16 holes and M24 bolts).

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

- Connection of bends to the straight section line must be flange to flange. All bends to be manufactured as built due to the unavailability of drawings. It is the responsibility of the contractor to confirm measurements before fabrication (fabricate as per sample or as built).
 - Install long barrel Johnson couplings as per specification provided. On the straight section Johnson couplings needs to be 36m apart. The gap between two pipes when connecting Johnson coupling must be between 20mm -40mm.
 - Install missing clamps as shown in the sketch provided.
 - Paint the entire line till the distribution point once it's complete with silver Butamine paint.
- Note: all Johnson coupling must be installed after every third pipe (36 meters apart). Refer to the sketch provided for Brackets dimensions. All flanges are slip-on welded flanges and only dye penetration is required. The contractor must provide the welding procedure and the qualification of the welders.

EMPLOYER'S DESIGN REQUIREMENTS**Pipes**

MS OD 406mm and 10mm thickness. SABS719 GRB

Longitudinal welded end type: Plain

Length: 12m or 9m

Paint to be used is Bituminous Aluminium Paint (no primer is required and painted to standard micron 25 – 30µm).

Long barrel Johnson coupling

TC 4000 carbon steel for Steel pipe SABS 719; coupling range 407- 410mm, OD 430mm and the width of the coupling must be 600mm wide.

Flanges

Flanges Table 16 BS4504 16 holes. MS M24 bolts readily cut rubber gasket to be utilized.

Clamps

Figure 2: pipe clamp

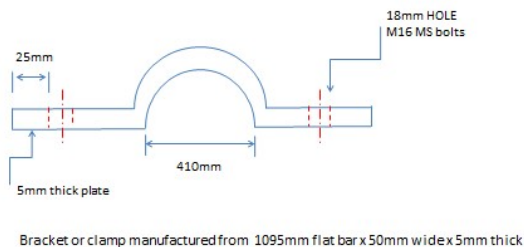


Figure 3: clamp dimensions

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

The above-mentioned clamp will be connected to the saddles since there is broken hold down bolts on the existing plinths. The material is carbon steel painted with red oxide and the thickness is 5mm. The sketches for the saddles are as follows:

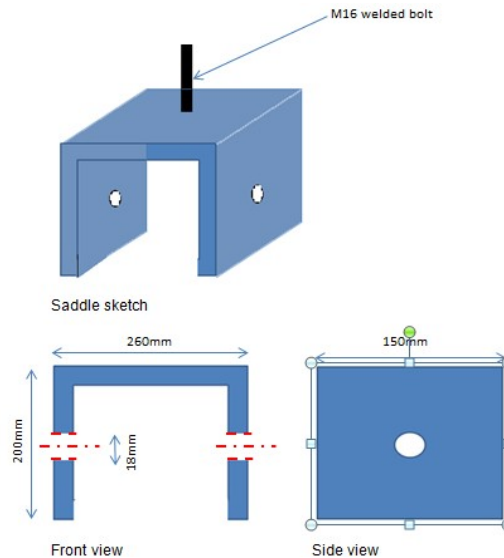


Figure 4: saddle sketch

Quality Control

All work is carried out under the supervision of an experienced supervisor. The Contractor complies with the Employer's Quality Requirements as specified in Eskom Generation Standard GGS 0462. Annexure B to this Standard indicates the specific application thereof. All quality control documentation is submitted to the Project Manager within 7 days of Contract date. Quality Control:

- The contractor to provide a Quality Control Plan to Eskom Duvha for approval prior to construction. The contractor shall also assure that the following quality control documentation are available during construction and are submitted to ESKOM on completion.
- QCP plan with signed off witness and hold points by Eskom's Engineer.

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE**Materials :****Bolts:**

Bolt strength : Grade 8.8

Diameter of bolt : M20

Bolt Size	Grade 4.8	Grade 8.8	Grade 10.9
M10	26.6 N-m	50.0 N-m	73.0 N-m
M12	46.0 N-m	86.0 N-m	127.0 N-m
M14	73.0 N-m	137.0 N-m	201.0 N-m
M16	113.0 N-m	214.0 N-m	314.0 N-m
M20	222.0 N-m	432.0 N-m	615.0 N-m
M24	383.0 N-m	744.0 N-m	1060.0 N-m
M30	772.0 N-m	1500.0 N-m	2130 N-m

CLEANING OF THE SLUICE LINE FROM SLUICE PUMP DISCHARGE TO ASH HOPPER

		Rate
1	HP cleaning to expose the pipe line inside the trench including	
o	o visually inspection and	
o	o conduct thickness testing.	
2	Replacement of the lines based on the thickness testing results. <i>If the measured thickness is less than 6mm replace the pipeline. If the condition is bad that thickness testing cannot be conducted, replace the pipe.</i>	

DESCALLING OF SLUICE LINE FROM AWR CROSS OVER VALVES TO THE SUCTION MANIFOLD OF THE SLUICE PUMP

1	Descale the AWR pipeline (100m long) internally and flush out the debris	
2	Conduct thickness testing on the line.	
3	Replacement of the pipeline based on thickness testing results, If the thickness is 6mm or less the pipeline should be replaced. This include taking of measurements after every 3m length	

All items listed under 'NOTES' to form part of the activities pricing as they will not be billed separately, this includes all equipment and personnel required to provide the services listed under activities

Note the completion of all activities will include boxing up, signing the QCP's and clearing of all the permits before acceptance by the employer.

Housekeeping to be maintained at all times to ensure that the area is kept clean after all activities are completed.

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE**WELDING REQUIREMENTS**

□ All welding activities shall be in-line with the *Standard for Welding Requirements on Eskom Plant*, doc. no.: 240-106628253 attached under Appendix C.

- Welding procedure qualification for welds shall be in accordance with the appropriate welding standard incorporated into the relevant design and construction code. Combination or mixing of different codes shall not be permitted.

- A WPS supported by a valid WPQR/PQR, approved by a registered IWE or IWT, shall be submitted to Eskom for review.

- Welders and welding operators shall be qualified in accordance with the requirements of the latest applicable construction code or engineering specification relevant to the plant.

- NDT on welds shall be performed according to the requirements of the relevant design and construction codes, applicable (additional) engineering or product specifications and Eskom standard 240-83539994.

Company to perform welding shall have accreditation to ISO 3834 Part 3 as minimum (for Eskom Level 3 plant).

- Records pertaining to the repairs or modifications shall be compiled as per the requirements of QM 58.

i **(ii) Quality Control**

All work is carried out under the supervision of an experienced supervisor. The Contractor complies with the Employer's Quality Requirements as specified in Eskom Generation Standard GGS 0462. All quality control documentation is to be submitted to the Project Manager within 7 days before the work can commence to be approved by system engineer.

- The contractor to provide a Quality Control Plan to Eskom Duvha for approval prior to commencement with the works. The contractor shall also assure that the following quality control documentation are available during the work and are submitted to ESKOM on completion.

- QCP plan with signed off witness and hold points by Eskom's Engineer.

2. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

3.1 Meetings

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

3.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE**3.3 Invoicing and payment**

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

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

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

3.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

3.6 BBBEE and preferencing scheme

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

3.7 Cataloguing requirements by the *Contractor*

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

4. Requirements for the plan

State whether a plan is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

5. Services and other things provided by the *Employer*

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” plant and materials and equipment.

Item	Date by which it will be provided

6. Property affected by the service

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

Give information about any property upon which the *service* is to be provided. This may include the property of others as well as that of the *Employer*. Also provide any other information which is likely to affect the *Contractor's* work.

HIGH PRESSURE CLEANING AND ASH PLANT REPAIRS SERVICES AT DUVHA POWER STATION DURING UNIT 1 OUTAGE

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. [•] service [•]

To: [•]
 (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for Employer)

Total of Prices for items of work on the Price List
 (details attached)

R. _____

Total of Prices for items of work not on the Price List
 (details attached).

R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is

..... [ref] (attached)

Signed: _____ Date _____

(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____

(for Employer)