



NEC3 Term Service Contract (TSC3)

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

and

(Reg No. _____)

for **UG40 ACTUATORS SUPPLY AND REFURBISHMENT**

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PART C1: AGREEMENTS & CONTRACT DATA

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UG40 Actuators Supply and Refurbishment**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:

UG40 Actuators Supply and Refurbishment to Hendrina Power Station for a period of 5 years

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	R
Option E	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)			
Name(s)			
Capacity			
For the tenderer:			
Name & signature of witness	(Insert name and address of organisation)	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*.

UG40 Actuators Supply and Refurbishment**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)			
Name(s)			
Capacity			
for the Purchaser	Eskom Holdings SOC Ltd, Hendrina Power Station 1 Impala Street Pullenshope 1096		
Name & signature of witness	(Insert name and address of organisation)		Date

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

UG40 Actuators Supply and Refurbishment**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		

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			Eskom Holdings SOC Ltd Hendrina Power Station 1 Impala Street Pullenshope 1096
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 <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	
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.	

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

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10.1	The <i>Service Manager</i> is (name):	Mr Sibusiso Khawula
	Address	Hendrina Power station Private Bag X1003 Pullenshope 1096
	Tel	+27 31 710 5356
	e-mail	khawulsc@eskom.co.za
11.2(2)	The Affected Property is	Hendrina Power Station
11.2(13)	The <i>service</i> is	UG40 Actuators Supply and Refurbishment
11.2(14)	The following matters will be included in the Risk Register	Unprotected strike Non-compliance to contract terms and conditions Any other matter posing a risk to the contract will be discussed among the Parties and agreed upon before inserted on the Risk Register
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 <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 Working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 working days of the Contract Date or 2 working days after task order issued
3	Time	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	60 months/5 years
4	Testing and defects	The testing will be done according to the scope of work on Employer's Service Information
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly on the last working day of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of

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		receipt of undisputed invoices
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	As per NEC 3 clause 60
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Required emergency service due to operational needs
9	Termination	90.2 The contractor may terminate only for a reason identified in the termination table. The employer may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the termination table.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 days after being notified
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division

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		(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			
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] 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 <i>base date</i> for indices is	One month prior to tender closing date or successful negotiation date		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		20%	C3 (Hourly paid employees)	Seifsa
		15%	L2(B) Transport	Seifsa
		30%	G1-Mechanical Spares	Seifsa
		20%	U(A)(1)	Seifsa

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		15%	non-adjustable	
		1.00		
X2	Changes in the law	The law of the Republic of South Africa		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	See Annexure A		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , 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 <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • 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 <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. 		
X18.5	The <i>end of liability date</i> is	24 months after the end of the <i>service period</i>.		
X19	Task Order			
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	2 working days after receipt of the Task Order or as agreed between the parties		

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Z	The <i>additional conditions of contract</i> are	Z1 to Z14 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 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	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.	
Z3.2	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>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.	
Z3.4	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 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 <i>Contractor</i> 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 <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 in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.	

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Z4.2	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>Service Manager</i> .
Z4.3	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.
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 <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> 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 <i>Service Manager</i> 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 writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	<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"> • accepts that the <i>Employer</i> 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 <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.
Z6.2	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.
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 <i>Service Manager</i> in terms of core clause 51.1, 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 amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this

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	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 core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (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 <i>Employer's</i> 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 <i>Contractor</i> 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	<i>Employer's</i> limitation of liability
Z9.1	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)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the <i>Employer's</i> 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 <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,
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	means a Committing Party unlawfully or illegally destroying, falsifying, altering or

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Action	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 core clause 83 with the following:****Insurance cover 83**

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

INSURANCE TABLE A

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

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

Z 12.2 Replace core clause 86 with the following:**Insurance
by the
Employer**

86

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

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

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- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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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.

Annexure A: Table of low service damages (X17)

Low service damage description	Value of Low service damages	Limit of Low service damage
The Contractor responds within two days when the refurbishment of an actuator is requested	The Contractor responds three or more days later that the agreed time – 5% will be deducted from the total amount on the Task Order.	Limited to 10% of the Task Order value
The Contractor provides high quality service always.	The Contractor does not meet the quality requirements as stipulated on the contract – 5% will be deducted from the total amount on the Task Order.	Limited to 10% of the Task Order value

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

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	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key person's data including CVs) are in.
A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	Part C2.2
11.2(19)	The tendered total of the Prices is	R
C	Target contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(20)	The tendered total of the Prices is	R
E	Cost reimbursable contract	
11.2(12)	The <i>price list</i> is in	

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> 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.

2. 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.

3. 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).

4. Preparing the *price list*

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

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

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

4.1. Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

New actuators

Item nr	Description	Unit	Expected Quantity	Rate	Price
1	<p>ACTUATOR, HYDRAULIC: TYPE: HP TURBINE; RATING: 50 PSI; TRAVEL: 38 DEG; OPERATED: ELECTROHYDRAULIC; MANUF P/N: 8251-736; 8251-327; THE UG 40 ACTUATOR HAS ITS OWN 7.0 LITER OIL SUMP AND DOES NOT NEED A SEPARATE OIL SUPPLY; THE ACTUATOR WILL OPERATE WITH A DRIVE SPEED FROM 350- 1300 RPM; THE ACTUATOR PROVIDES THE MUSCLES OF WOODWARD ANALOG CONTROLS SUCH AS 2301 A; AS WELL AS WOODWARD DIGITAL CONTROL; PUMP GENERATOR LOW SPEED 350-1000 RPM; RELIEVE VALVE SET AT 1725 KPA; THE U 640 ACTUATOR PRODUCY 85 N.M OF WORK OVER 38 DEGREES OF ROTARY OUTPUT; WORK OUTPUT AND STALLED TORGUE ARE THE SAME AS THE U 640 GOVERNOR; STALLED TORGUE IS 129 N.M; THE ELECTRIC TO HYDRAWLIC TRANSDUCER IS THE UG 40 ACTUATOR USES A WOODWARD BUILT TORGUE MOTOR WHICH CONVERTS 20- 160 MA ELECTRICAL CONNECTOR IS 3 PIN; COIL RESISTANCE 23- 26 OMS AT 20 DEGREE C; CALIBRATION 1-2 DEGREES AT 20MA; 32+ 2 DEGREES ADDITIONAL TR</p>	EA	6		

Refurbishment actuators					
Item nr	Description	Unit	Expected Quantity	Rate	Price
1	ACTUATOR, HYDRAULIC: TYPE: HP TURBINE; RATING: 50 PSI; TRAVEL: 38 DEG; OPERATED: ELECTROHYDRAULIC; MANUF P/N: 8251-736; 8251-327; THE UG 40 ACTUATOR HAS ITS OWN 7.0 LITER OIL SUMP AND DOES NOT NEED A SEPARATE OIL SUPPLY; THE ACTUATOR WILL OPERATE WITH A DRIVE SPEED FROM 350- 1300 RPM; THE ACTUATOR PROVIDES THE MUSCLES OF WOODWARD ANALOG CONTROLS SUCH AS 2301 A; AS WELL AS WOODWARD DIGITAL CONTROL; PUMP GENERATOR LOW SPEED 350-1000 RPM; RELIEVE VALVE SET AT 1725 KPA; THE U 640 ACTUATOR PRODUCY 85 N.M OF WORK OVER 38 DEGREES OF ROTARY OUTPUT; WORK OUTPUT AND STALLED TORQUE ARE THE SAME AS THE U 640 GOVERNOR; STALLED TORQUE IS 129 N.M; THE ELECTRIC TO HYDRAULIC TRANSDUCER IS THE UG 40 ACTUATOR USES A WOODWARD BUILT TORQUE MOTOR WHICH CONVERTS 20- 160 MA ELECTRICAL CONNECTOR IS 3 PIN; COIL RESISTANCE 23- 26 OMS AT 20 DEGREE C; CALIBRATION 1-2 DEGREES AT 20MA; 32+ 2 DEGREES ADDITIONAL TR	EA	48		
2	Strip and assess actuator	EA	48		
3	Transportation to and from	Trip	96		

The total of the Prices

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	17
C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The scope comprises of, but not limited to, the supply, refurbishment, and delivery of all required UG40 actuator spares for the turbine plant. All spares supplied must be accompanied by quality control documentation.

1.2 Employer's requirements for the service

NB: Representatives from the client (Hendrina Power Station) to be present for QIP during the inspection, refurbishment, and final testing. This is also applicable during the supply of new Actuators.

1. Site

Remove the actuator from the plant.

Fill the report below:

Unit from		Serial number
Date received from contractor		Part number
Date received from the stores		Date installed in the plant
Reason for removal(X)	Due for overhaul	Date removed
	Failed	Duration in operation
If failed, describe the details of the failure.		

Contractor workshop

2. Inspection

1. Receive actuator from the client indicating if failed prematurely or due for service.
2. Conduct as received inspection.
3. If failed prematurely, set up in a test bench to confirm the malfunction. Measure the pump discharge pressure, oil temperature, reaction as per section 4 -performance test
4. Drain the oil.
5. Disassemble the actuator.
6. Inspect visually and dimensionally and record the conditions of all parts.
7. Clean all components and visually inspect.
8. Issue a report of findings and a repair scope and QCP to the client for review and approval.

3. Refurbishment

1. Remove the grub screw on the pilot piston and shaft and remove any dirt inside.
2. Remove all grub screws from the internal block and clean all cavities.
3. Soak all the components to be reused overnight in benzene.
4. Clean all the soaked components. Note: no component to be reused should have traces of dirt or debris. Eskom representatives to inspect all components for cleanliness.
5. Conduct the repairs as per client-approved scope and QCP

4. Performance test

Conduct performance tests and record the results as per the Woodward test specification TSP10249 using the same oil Hendrina use, 15W40. The actuator must close when the communication cable is unplugged on all test conditions.

Note: If the actuator failed, representative/s from the client to witness the testing activities:

Condition 1:

1. The oil temperature must be at room temperature (15°C to 25°C).
2. With a shaft speed of 40 rpm actuator must be capable of producing 20N.m.
3. Carry out the tests as per test specification while the oil is still cold. This is to simulate starting the unit while the oil is cold.
4. Include/note the following: a. Measure the pump discharge pressure. **Note: if the pump discharge pressure is below specification, replace the pump.**
b. The torque must be measured using clicking and/or dial indicator torque wrench with Ft-Lb and Nm scales.

UG40 ACTUATORS SUPPLY AND REFURBISHMENT**Condition 2:**

1. The oil temperature must be hot as per procedure (65°C to 76°C).
2. With a shaft speed of 40 rpm actuator must be capable of producing 126N.m.
3. Carry out the tests as per test specification.
4. Include/note the following: a. Measure the pump discharge pressure. **Note: if the pump discharge pressure is below specification, replace the pump with new and repeat the performance test.**
- b. The torque must be measured using a clicking and/or dial indicator torque wrench with Ft-Lb and Nm scales.

5. Dispatch

1. Prepare the actuator for despatch.
2. Fit into the transport cradle.
3. Despatch to site with all documentation generated in the whole process.

Documentation

1. As received visual and strip down inspection report.
2. Dimensional inspection report.
3. Reassembly report.
4. Test report.

Part No:			Date		
Serial No:		Client		Eskom - Hendrina Power Station	
1. As received tests results					
Input shaft speed (rpm)	Input signal (mA)	Output shaft angle (°)	Oil temperature (°C)	Pump discharge pressure (Kpa)	Torque (NM)
40	90	-	-	Cold	
225					
500	90	-	-	Cold	
750	90	-	-	Cold	
40	90	-	-	Hot	
225					
500	90	-	-	Hot	
750	90	-	-	Hot	
900	0 - 200	-	-	-	
900	20	-	-	-	
900	160	-	-	-	
900	90	-	-	-	
2. Test findings					

3. Dirty internal inspection.	
4. Clean internal inspection.	
Item	Comment
Oil	
Pump drive shaft	
Pump inner gear	
Pump outer gear	
Shaft ball bearing	
Shaft needle roller bearings	
Shaft double lipped seal	
Filter	
Pilot valve cage	
Pilot valve plunger	
Power piston	
Relief valve	
Pressure reducing valve	

1. Refurbishment	
Item	Comment
Oil	

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Pump drive shaft					
Pump inner gear					
Pump outer gear					
Shaft ball bearing					
shaft needle roller bearings					
Shaft double lipped seal					
Filter					
Pilot valve cage					
Pilot valve plunger					
Power piston					
Relief valve					
Pressure reducing valve					
2. As refurbished tests results					
Input shaft speed (rpm)	Input signal (mA)	Output shaft angle (°)	Oil temperature (°C)	Pump discharge pressure (Kpa)	Torque (NM)
40	90		-	Cold	
600	90		-	Cold	
750	90		-	Cold	
40	90		-	Hot	
600	90		-	Hot	
750	90		-	Hot	
900	0 - 200		-	-	
900	20		-	-	
900	160		-	-	
900	90		-	-	
Test findings					

SUPPLY OF NEW UG40 ACTUATOR

1 OEM premises

Supply 6 new UG40 Actuators to Hendrina Part number: B8251-319

NB: Representatives from the client (Hendrina Power Station) to be present on the OEM premises during the assembly and final testing.

UG40 Actuator Specification

Control Qualities

Hysteresis Within 3% of maximum travel when measured over full 38-degree travel. Within 0.5% of maximum travel when measured over 4% of full travel at 1 Hz. Temperature Drift Nominally ± 1 degree per 38 °C (100 °F). Time Constant 160 to 190 ms for 50 mA step with 1725 kPa (250 psi) actuator oil pressure. Linearity Within 2.5% of full 38-degree output travel. Work Output 129 Nm (95 lb-ft) stalled torque; 85 J (63 ft-lb) of workover 38 degrees. The UG40 Actuator operates with 1725 kPa (250 psi) internal hydraulic pressure. Pump Gerotor. Relief valve set at 1725 kPa (250 psi). Output Shaft (2) 0.750-48 inch serrated. In same location relative to drive as UG40 governor. Drive Shaft 1.125-48 serration is standard. 0.625 keyed drive shaft with 0.625-18 threads available. Weight 29 kg (64 lb), dry weight Vibration Resistance Vibration tested to US MIL-STD 810C, Curve H (10 G to 2000 Hz; in Y-axis, parallel to drive shaft, 8 G maximum).

Drive/Hydraulic Specifications

Drive Speed and Rotation Actuator available with either high or low speed pump. High speed pump: 600 to 1300 rpm. Low speed pump: 350 to 1000 rpm. Drive operates in one direction only. Drive Power Requirement Drive will use a maximum of 525 W (0.7 hp) Hydraulic Supply Self-contained sump, 7.0 liter (7.4 quart) capacity. Ambient Temperature Range -29 to +93 °C (-20 to +200 °F) Operating Temperature -29 to +93 °C (-20 to +200 °F) within the limits of the oil being used in the governor.

Electrical Specifications

Electrical Connector 3 pin, MIL-STD 3102E-14S-7P, located in cover Coil Resistance 23–26 A at 20 °C Calibration 1–2 degrees at 20 mA, 32 ± 2 degrees additional travel from 20 mA to 160 mA. Reaches maximum fuel at less than 200 mA.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ISO	International Organization of Standardization
QCP/QIP	Quality Control Plan / Quality Inspection Plan
PS	Power Station
SANS	South African National Standard
SAP	System Application and Products
SOW	Scope of Work

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The following documentation must be supplied to the Employer's representative before any item is accepted on site:

- Performance test certificate
- Warranty of at least 6 months

Other spares not listed in the spares list can and will be required on an as and when basis subject to approval by both the employer and the supplier.

The supplier must have a suitably sized storage facility where a minimum amount of all the spares are to be kept for when the Employer requires them urgently. It is the responsibility of the supplier to ensure the safekeeping of spares, and that the quality of spares is not negatively impacted whilst in storage. The spares must always be available and ready for delivery at the Employer's premises at request.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on _____ at _____		
Overall contract progress and feedback	Monthly on _____ at _____		<i>Employer, Contractor</i> and _____

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

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

2.3 Contractor's management, supervision and key people

2.4 Provision of bonds and guarantees

Not applicable to this contract.

2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

The routing of all written communications will be between the *Employer* and the Contractor only, any agreements between the Contractor and any other person representing the employer which has not been routed via the Service Manager is null and void.

Any written instruction(s) resulting in any changes to the duration, quality, cost of the service will only be received from the Service Manager. Any verbal Instruction will also be considered null and void.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title;
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- (add other as required)

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

2.7 Contract change management

For any changes on the contract standard, NEC forms must be used which includes but not limited to:

- Task order forms before the Service commencement.
- Assessment forms on completion of a task order.
- Early warning forms when either party warns the other about the foreseen situation.
- Compensation event notification when there is a possibility of additional Service.

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

The *Contractor* keeps records of all equipment and people employed on site which the Employer has access to at any time in order to access compensation events for the period of this contract.

2.9 Insurance provided by the *Employer*

Refer to the TSC3 Data by Employer Core Clause 83.1

2.10 Training workshops and technology transfer

Not applicable to this contract.

2.11 Design and supply of Equipment

Not applicable to this contract.

2.12 Things provided at the end of the *service period* for the *Employer's* use

2.12.1 Equipment

None

2.12.2 Information and other things

Certificate of completion will be submitted at the end of the contract or period of service and is to be signed by both the *Employer* and *Contractor*.

2.13 Management of work done by Task Order

The *Employer* will issue a Task Order as an instruction to commence with the execution the work. No work will be permitted to commence without an issued task order signed by both *Employer* and *Contractor*.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* complies with all of the applicable procedures as required by the *Employer*, Procedures available from the *Employers* Documentation Centre on request.

3.2 Environmental constraints and management

The *Contractor* adheres to the *Employer's* Environmental Management System that must meet the requirements for the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2004. The EMS requirements are detailed in the latest revision of the following documents, which are available from the *Service Manager* on request, and include:

- The Hendrina Power Station Environmental Policy (HSPPIN005)
- The Environmental Emergency Preparedness Procedure (HSPPIN032)
- The Prevention & Cleaning of Oil Spills Procedure (HSPPON003)
- The Waste Management Procedure (HSPPIN003)
- The Roles and Responsibilities Procedure (HSPPIN028)
- The EMS Non-Conformance, Corrective and Preventative Action (HSPPIN034)
- The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database - this is continually changing and is available from the Employer's Representative
- Compliance to all relevant environmental legislation, as detailed in the latest version of the Hendrina Power Station Legal Register available from the Employers Representative
- All operational procedures that include environmental requirements, relevant to the Services Information or Scope of this contract

If there is uncertainty around any environmental issues, the Employer's Environmental Department may be contacted on (013) 296 3358 or (013) 296 3910 or (013) 296 3013

3.3 Quality assurance requirements

The following documentation must be supplied to the Employer's representative before any item is accepted on site:

- Performance test certificate
- Warranty of at least 6 months

The *Contractor* complies with the *Employer's* Quality Requirements as specified in Eskom Generation Standard (GGS 0462) and the QM-58.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

4.1.2 BBBEE and preferencing scheme

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Service Manager* 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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable to this contract.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

4.2.3 Limitations on subcontracting

4.2.4 Attendance on subcontractors

4.3 Plant and Materials

4.3.1 Specifications

Not applicable to this contract.

4.3.2 Correction of defects

Not applicable to this contract.

4.3.3 *Contractor's* procurement of Plant and Materials

Not applicable to this contract.

4.3.4 Tests and inspections before delivery

Conduct performance tests and record the results as per the Woodward test specification TSP10249 using the same oil Hendrina use, 15W40. The actuator must close when the communication cable is unplugged on all test conditions.

4.3.5 Plant & Materials provided “free issue” by the *Employer*

None

4.3.6 Cataloguing requirements by the *Contractor*

Not applicable to this contract.

5 Working on the Affected Property

Not applicable to this contract.

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

Compulsory induction will be required before gaining access to Hendrina Power Station.

☐ Adherence to cardinal or lifesaving rules and other requirements will be explained during the induction process.

5.2 People restrictions, hours of work, conduct and records

- The *Supplier* must deliver the components between 08:30 to 15:30 Mondays to Thursdays and 8:30 to 11:30 on Fridays .No deliveries to be done on weekends unless prior arrangements done with the *Supplier, Purchaser* and stores

5.3 Health and safety facilities on the Affected Property

The *Service Provider* is provided with an on-site Medical Centre for 1st aid and minor injuries. Major injuries are referred to the hospitals outside Hendrina power station using the ambulance on site. The contractor is responsible for the medical treatment fees of his employees

5.4 Environmental controls, fauna & flora

As per the *Employer's* procedure: The Hendrina Power Station Environmental Policy (HSPPPIN005)

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* cooperates with all other relevant stakeholders.

5.6 Records of *Contractor's* Equipment

Not applicable to this contract.

5.7 Equipment provided by the *Employer*

Not applicable to this contract.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Not applicable to this contract.

5.8.2 Provided by the *Contractor*

5.9 Control of noise, dust, water and waste

As per Employer's Environmental requirements specified under section 3.2 **Environmental Constraints and Management**

5.10 Hook ups to existing works

Not applicable to this contract.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

As per scope of work on Service Information.

5.11.2 Materials facilities and samples for tests and inspections

Not applicable to this contract.

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.

[illegible]