



NEC3 Term Service Contract (TSC3)

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

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

for [•]

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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:

Title of the Contract

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:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[•]" - data is required to be inserted relevant to the specific option selected.]

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

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.	[•]
10.1	The <i>Service Manager</i> is (name):	Fani Mahlangu

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

	Address	R545 Balmoral/Kendal Road ,Hartebeesfontein Farm, Emalahleni
	Tel	013 680 3308
	Fax	N/A
	e-mail	mahlanfn@eskom.co.za
11.2(2)	The Affected Property is	Kusile Power Staton
11.2(13)	The <i>service</i> is	Refurbishment of pumps service for a Period of 5 Years at Kusile Power Station
11.2(14)	The following matters will be included in 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 after being notified
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	Level 3 at Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	5 years
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive 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	30 days
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

		(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <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.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	2 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	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 [•]

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	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	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	[•].																								
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>0.</td><td>[•]</td><td>[•]</td></tr> <tr> <td>[•]</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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[•]	non-adjustable																									
1.00																										
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	[•]																								
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>	the amount of the deductibles relevant to the																								

	liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	event
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <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	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <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	[•] 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	7 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two

or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

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

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

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

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

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

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

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

Z4 Confidentiality

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

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

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

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

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
 - undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is

limited to R0.00 (zero Rand)

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

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

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

Z11 Ethics

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

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

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

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <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.
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	<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

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[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

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 _____
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 _____

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Term Service Contract (TSC3)

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

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

Option X4: Parent company guarantee
Option X13: Performance Bond

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

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI_SA bond]

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

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

{Insert details of the works from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

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

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No. [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

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

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

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
 - 1.3 “Contract” – means the written agreement relating to the Services, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted]
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 “Expiry Date” - means the earlier of
 - the date that the Bank receives a notice from Eskom stating that all amounts due from the Contractor as certified in terms of the contract have been received by Eskom and that the Contractor has fulfilled all his obligations under the Contract, or
 - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by Eskom
 - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.8 “Services” - means [insert as applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

- 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager or its delegate;
- 3.2 state the amount claimed ("the Demand Amount");
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Witness: _____

Bank's seal or stamp

Bank Signatory: _____

Witness: _____

Pro forma ASGI-SA Guarantee

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

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Reference No [●] [Drafting Note:
Bank reference
number to be inserted]

Date:

Dear Sirs

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

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

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
 - 1.3 “Contract” – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 “Contractor’s ASGI-SA Obligations” – means the *Contractor’s* ASGI-SA Obligations under and as defined in the Contract.
 - 1.6 “Employer” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30.
 - 1.7 “Expiry Date” - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
 - 1.8 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
 - 1.9 “Project” – means the
2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor’s* ASGI-SA Obligations and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
 - 3.1 state the amount claimed (“the Demand Amount”);

- 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ Date _____

For and behalf of the Bank

Bank Signatory: _____ Bank Signatory: _____

Witness: _____ Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

TSC3 Option A

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

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

Appendix C List of Pumps and Spec

PROJECT: PUMPS REFURBISHMENT ON AN AS AND WHEN REQUIRED BASIS CONTRACT FOR A PERIOD OF FIVE (5) YEARS AT KUSILE POWER STATION

ITEM NO.	MATERIAL NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		ITEM 1 PRELIMINARIES AND GENERAL				
1.1		- Safety file	Sum	1.00		
		Total Item 1 (Preliminaries and General) Carried to Final Summary				
		ITEM 2 REFURBISHMENT OF PUMPS				
2.1	0621490	- FD & PA Fans, Type Gear pump, Inlet 1 1/4" BSP, Outlet 3/4" BSP, Delivery 76 L/Min Type P17-52 / PGP517A0520,1-6 0HLB13/23 AP001KP01.1-6 0HLB13/23 AP002KP01;				
2.1.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	30.00		
2.2	0621676	FD & PA Fans, Type, Alpha series gear pump, inlet 1¼" & outlet 1" BSP, delivery 30 l/Min @ 6 bar, Type P17-52 / PGP517A0520 KKS: 1-6 0HFE01/02 AP001				
2.2.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	15.00		
2.3	621589	FD & PA Fans, Type Alpha series gear pump, flow rate 30 l/Min @ 6 bar, inlet 1" BSP, Outlet ¾" BSP, Type: P11-23,1-6 0HFE13/23 AP001KP01; 1-6 0HFE13/23 AP002KP01				
2.3.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	30.00		
2.4	621679	Type Alpha series gear pump, Duty 9 litres/min@ 120bar, Connections Inlet and outlet 1/2" BSP, 40ETN94AA101 Type P3- 6.2/PGP-503				
2.4.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	15.00		
2.5	623763	INJECTOR:WSP-080-00; WATERJET SOLID PUMP KKS- 40ETN94AA101 1-6 0HFE14/24 AP001				
2.5.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		
2.6	643227	PUMP, CNTFGL:HM75- EHC-S C4 PUMP, CNTFGL:HM75-EHC-S C4 HM75-EHC-S C4				
2.6.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		

2.7	654876	Double Gear Pump; Square flange; Aluminium housing; 1500rpm; P2 = 85bar & Q2 = 31.7 l/min; P1 = 180 bar & Q1 = 15.7 l/min KKS-1 0-6 0HFC12-52 AP001 KP01 Type PGE104- 2200/1100- RBR1/1N-3900				
2.7.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	60.00		
2.8	653365	Screw Spindle Pump; Cast Iron housing; 290 l/min; 1000 1/min; 0,6 Mpa; Internally mounted axial bearings, Type L3MF-70/140- IFOKUI-G 1 0-6 0HFC13-53 AP001 KP011				
2.8.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	60.00		
2.9	646956	Chemical standard pump; Single-stage normal suction volute casing pump; Suction: DN80; Discharge: DN50; PN16; 2960rpm; 253mm impeller; 55m3/h; 83m head, Mill reject box draining. Type KRC-50/250-h308/GN, 55m3/ KKS-0-6 0ETN02-03 AP001				
2.9.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	24.00		
2.10	642546	External Gear Pump; Aluminium housing; Size 1; 3.15 cm3/rev; Clockwise rotation; Square flange centering Ø 25.4 mm; NBR seals, Application mill reject gate.1 0-6 0HFC14-54 AP001 -KP01 Type PGE101-315- RBQ1-N-3700, 4.4				
2.10.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	60.00		
2.11	646063	00EGA13/23/33 AP001 Screw pump V series; DN100; PN16; EN-GJS-400-15 housing; SN: 105527 / 105528 / 105529; 1470rpm; 53.6m^3/h; 11.2bar V 5.1z - 63/2 / N				
2.11.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		
2.12	642427	Screw pump K series; DN200 PN16 suction; DN150 PN16 discharge; EN-GJS-400-15 housing; SN: 254373 / 254376 / 254380 / 254384; 1477rpm; 91.2m^3/h; 6.5 bar, KV- 1500.EXB.003936 V 5.1z - 63/2 / N KV- 1500.EXB.003936				
2.12.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	10.00		
2.13	646210	Screw pump K series; DN80; PN16; EN-GJS-400-15 housing; SN: 254795 / 254797; 1426rpm; 9.7m^3/h; 2.3bar, KKS-00HJF82/92 AP001 Type-KV- 160.EXA.004051				
2.13.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00		
2.14	642430	Screw pump CG series; DN200 PN16 suction; DN150 PN40 discharge; P235GH housing; SN: 260214 / 260220 / 260231 / 260233; 1489rpm; 134.3m^3/h; 26.5 bar, KKS-0 0HJF82/92 AP001, Type-CGV- 2250.ECEZP.50009				
2.14.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	10.00		
2.15	653352	Dosing Pump Ammonia, type: AN-DA200-7,0 / C409.2-7,5e Type-AN-DA200- 7,0/C409.2-7,5e				
2.15.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	10.00		
2.16	653364	Dosing Pump Ammonia, type: KDO- 200.1 / R409.2-115Membrane pump, KKS-0 0QLF30 AP001 M01Type- KDO-200.1 / R409.2-115e				

2.16.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00		
2.17	645474	Spare Part kit-high pressure dosing pump KKS-0 0QLF30 AP002, Type-SP-KUS-F2-22052				
2.17.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00		
2.18	638270	Delivery capacity:230 l/min, pressure: 12.16 bar, motor rating: 8.56 kW, current supply: with 5m cable and 2,8-Amps plug, corrosion-protection: frame, tank, piping hot-dip galvanised pump, motor, gear coated, KKS-SDR01 AP001,IN-VB 16-100F				
2.18.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	12.00		
2.19	638273	Delivery capacity: 230 l/min, pressure: 100 bar, motor rating: 43 kW, current supply: with 5m cable and 63- Amps plug, corrosion-protection: frame, tank, piping hot-dip galvanised pump, motor, gear coated,KKS-sdr01 ap002,Pratissoli, Type: MW45LP				
2.19.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	12.00		
2.20	636682	Vogel - Multistage, Horizontal split case centrifugal, KKS-00SGA37AP001 00SGA38AP00100SGA39AP001, Type-MPA100.2/2A- SA311A-9002				
2.20.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	6.00		
2.21	634707	Type: CM3-6-A-R-E-AOOE F-A-A-N Q norm: 3.1 m3/hr H norm: 41.5m Model: A 97515126-P3-1851				
2.21.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	4.00		
2.22	642126	Daewoo PU180TI V10 Belt-Water Pump KKS-00SGA34AP001- MM05 00SGA36AP001- MM07, Type-65968010061				
2.22.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	23.00		
2.23	574049	PUMP, ROTARY: HPV75- 02E1; HYDRAULIC,10-60MAX11AP002 KP01" PUMP, Gear Pump,Type-HPV75-02-E1				
2.23.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	30.00		
2.24	574035	PUMP, ROTARY: HYDRAULIC; 10.8 LPM;230 BAR KKS-10-60MAV92AP001, Gear Pump, Type: ALP2-D-12, Type-PLP10-6.3R086E7				
2.24.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		

2.25	686867	PUMP, ROTARY: TYPE: HYDRAULIC; PORT SIZE: 1 IN;CAPACITY: 75 CM2; SPEED: VARIABLE; RATING: 420 BAR; DRIVER: ELECTRIC MOTOR; APPLICATION: HYDRAULIC DRIVE; MOUNT: SAE C FLANGE; POWER 98KW AND TORQUE 305NM AT CONTINUOUS SPEED 3100 RPM ON CONTINUOUS PRESSURE 250 BAR;ELECTRO HYDRAULICS CONTROL SOLENOIDS 24V; REVERSIBLE DIRECTION; FORWARD RELIEF VALVE SETTING 300 BAR; REVERSE RELIEF VALVE SETTING 150 BAR; INTERNAL GEAR CHARGE PUMP WITH EXTERNAL SUCTION AND ADDITIONAL GEAR OIL COOLING PUMP; 21 TEETH 16/32 SPLINE; INPUTSHAFT ON MAIN PUMP ANSI B92.1; 39.5 MM USABLE SPLINE LENGTH; OD 34.5 MM; OUTPUT 16/32 18 TEETH SPLINED; CHARGE PUMP 22.5 CC/REV; CHARGE PUMP INPUT 16/32 18 TEETH SPLINE AND OUTPUT 16/32 9 TEETH SPLINE; CHARGE PUMP MOUNTINGS INPUT / OUTPUT SIDE SAE A KKS-10-60 MAN11/12				
2.25.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	24.00		
2.26	623974	PUMP, ROTARY: TYPE: HYDRAULIC; CAPACITY: 10.8 LPM; SPEED: 600/3500 RPM; RATING: 230 BAR;DRIVER: ELECTRIC MOTOR; APPLICATION: HYDRAULIC CYLINDER; SPECIFICATION: POLARIS SERIES 10; REVERSABLE WITH EXTERNAL DRAIN; EUROPEAN MOUNTING FLANGE 80MM; PILOT 56X73MM BOLT PATTERN; FOR USE ON SSC GRIZZLY HYDRAULIC SYSTEM KKS-1-60HDA10 AP001-KP01, Type-600-26877-2				
2.26.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	12.00		
2.27	640027	PUMP, CENTRIFUGAL: TYPE: SLURRY; SIZE: 200 X 150 MM; STAGE: 1; CAPACITY: 360 M3/HR; TOTAL HEAD: 42 M; NPSH: 0; SPEED: 1024 RPM; DRIVER: ELECTRIC MOTOR; MOUNT: HORIZONTAL; SHAFT DIAMETER: 70 MM; AGITATION PUMP EFFICIENCY: 77PCT; SHAFT SEAL: EXPELLER; BEARING LUBRICATION: ROLL/OIL; CASING SUPPORT: PEDESTAL; DRAWING NO: B114109-03-02-GM03-00060-00; PART NO: LCC-M150-500.3ETDI; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE KKS-1-60HDA10 AP002, Type-600-26877-2				
2.27.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	24.00		
2.28	646798	PUMP, CENTRIFUGAL: TYPE: SLURRY; SIZE: 200 X 150 MM; STAGE: 1; CAPACITY: 360 M3/HR; TOTAL HEAD: 42 M; NPSH: 0; SPEED: 1024 RPM; DRIVER: ELECTRIC MOTOR; MOUNT: HORIZONTAL; SHAFT DIAMETER: 70 MM; AGITATION PUMP EFFICIENCY: 77PCT; SHAFT SEAL: EXPELLER; BEARING LUBRICATION: ROLL/OIL; CASING SUPPORT: PEDESTAL; DRAWING NO: B114109-03-02-GM03-00060-00; PART NO: LCC-M150-500.3ETDI; VENDORS ARE RESPONSIBLE FOR ENS				
2.28.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	24.00		
2.29	635452	PUMP: TYPE: HYDROCELL; SIZE: 1 X 3/4 IN; CAPACITY: 30.6 L/MIN; SPEED: 1450 RPM; RATING: 24 BAR; DRIVER: ELECTRIC MOTOR; SPECIFICATION: D10-X; POTENTIAL: 400 VAC; CASING MATERIAL: PLASTIC; APPLICATION: WATER; MODEL NO: D10XKBTHFEHA; OIL TYPE: 10W30; OIL CAPACITY: 1.05 L; GLAND SEAL FLUSH; BRASS HEAD; BUNA- DIAPHRAGM; MAXIMUM INLET PRESSURE: 17 BAR; BI-DIRECTIONAL TAPERED ROLLER BEARINGS 7/8 IN; SHAFT DIA: 500 MACRONS MAXIMUM SOLID SIZE; VALVE SEAT: SS 17-4				
2.29.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	24.00		
2.30	647318	Vessel MD-Pump 80-12-10				
2.30.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	144.00		

2.31	647316	PUMP: TYPE: HYDRO-CELL; SIZE: 1 X 3/4 IN; CAPACITY: 30.6 LPM; SPEED: 1450 RPM; RATING: 24 BAR; DRIVER: ELECTRIC MOTOR; SPECIFICATION: D10-X; POTENTIAL: 400 VAC; CASING MATERIAL: PLASTIC; APPLICATION: WATER; OIL TYPE: 10W30; OIL CAPACITY: 1.05L; GLAND SEAL FLUSH; BRASS HEAD; BUNA- DIAPHRAGM; MAXIMUM INLET PRESSURE: 17 BAR; BI-DIRECTIONAL TAPERED ROLLER BEARINGS 7/8IN; SHAFT DIA: 500 MACRONS MAXIMUM SOLID SIZE; VALVE SEAT: SS 17-4; MODEL NO: D10XKBTHFEHA; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
2.31.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	24.00		
2.32	647317	PUMP, CENTRIFUGAL: NPSH: 4.5 M; CAPACITY: 370 M3/HR; TOTAL HEAD: 77 M; SIZE: 200 X 150 MM; SPEED: 1367 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR; TYPE: SLURRY REAGENT FEED; SPECIFICATION: LCC-R 150-500.4				
2.32.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	24.00		
2.33	620322	PUMP, CENTRIFUGAL: NPSH: 2 M; CAPACITY: 120 M3/HR; TOTAL HEAD: 16 M; SIZE: 100 X 25 MM; SPEED: 1950 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR 18.5 KW 180L; TYPE: SLURRY; FIG NO: I00009- 01726244750201-MEDES-3007; REFERENCE NO: 14-10195 KKS-00HTK61AP001K P01 00HTK62AP001K P01 00HTK63AP001K P01;				
2.33.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	12.00		
2.34	620323	PUMP, CENTRIFUGAL: NPSH: 0 M; CAPACITY: 25200 LPH; TOTAL HEAD: 25 M; SIZE: 165 X 25 MM; SPEED: 2684 RPM; STAGE: 1; DRIVER: MOTOR; TYPE: SLURRY; FIG NO:I00009-01726244750202-MEDES-3008; REFERENCE NO: AH400227, KKS-00HTN41AP051,00HTN42AP051,00HTN43AP051,00HTN44AP051				
2.34.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	16.00		
2.35	620324	PUMP, CENTRIFUGAL: NPSH: 3.5 M; CAPACITY: 169 M3/HR; TOTAL HEAD: 28 M; SIZE: 100 MM; SPEED: 1475 RPM; STAGE: SUBMERSIBLE, SLURRY; MOUNT: VERTICAL; MODEL 1; DRIVER: ELECTRIC MOTOR; TYPE: NO: HS-5150.300MT KKS-00HTN41AP071 / 00HTN42AP071 //00HTN43AP071// 00HTN44AP071				
2.35.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	16.00		
2.36	635556	PUMP, CENTRIFUGAL: NPSH: 9 M; CAPACITY: 12800 M3/HR; TOTAL HEAD: 22.1 M; SIZE: 900 X 900 MM; SPEED: 440.9 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR; TYPE: SLURRY; SPECIFICATION: KWPKC 900- 1138 KKS-10-10-60HTQ69AP001 60HTQ70AP001				
2.36.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	30.00		
2.37	644330	PUMP, CENTRIFUGAL: NPSH: 2 M; CAPACITY: 300 M3/HR; TOTAL HEAD: 20.4 M; SIZE: 200 X 150 MM; SPEED: 1465 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR; SPECIFICATION: 150-315; MOUNT: HORIZONTAL; REFERENCE NO: 396.111/2				
2.37.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00		
2.38	644331	PUMP, CENTRIFUGAL: NPSH: 2.17 M; CAPACITY: 230.06 M3/HR; TOTAL HEAD: 26.3 M; SIZE: 200 X 150 MM; SPEED: 1482 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR; SPECIFICATION: MCP200-150 315VD; MOUNT: HORIZONTAL; REFERENCE NO: 9972457229/200				

2.38.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00		
2.39	654458	PUMP, CENTRIFUGAL: SIZE: 125 X 100 MM; STAGE: 1; CAPACITY: 171.7 M3/HR; TOTAL HEAD: 78.5 M; NPSH: 5.62 M; SPEED: 2960 RPM; DRIVER: ELECTRIC MOTOR; SPECIFICATION: 125-100-250; MOUNT: HORIZONTAL; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
2.39.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		
2.40	654460	PUMP, CENTRIFUGAL: SIZE: 125 X 100 MM; STAGE: 1; CAPACITY: 171.7 M3/HR; TOTAL HEAD: 78.5 M; NPSH: 5.62 M; SPEED: 2960 RPM; DRIVER: ELECTRIC MOTOR; SPECIFICATION: 125-100-250; MOUNT: HORIZONTAL; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
2.40.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		
2.41	654462	PUMP, CENTRIFUGAL: SIZE: 125 X 100 MM; STAGE: 1; CAPACITY: 171.7 M3/HR; TOTAL HEAD: 78.5 M; NPSH: 5.62 M; SPEED: 2960 RPM; DRIVER: ELECTRIC MOTOR; SPECIFICATION: 125-100-250; MOUNT: HORIZONTAL; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
2.41.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		
2.42	647711	PUMP, ROTARY: TYPE: SCREW; PORT SIZE: 90 X 45 MM; CAPACITY: 76 LPM; SPEED: 970 RPM; RATING: 1.6 MPA; DRIVER: MOTOR; APPLICATION: FGD BALL MILL BEARING LUBRICATION; PART NO: L3MF45/90- IFOKOSO-W/90, VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
2.42.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		
2.43	645956	PUMP, ROTARY: TYPE: GREASE; PORT SIZE: 1/4 X 1/4 IN; CAPACITY: 80 M3/MIN; SPEED: 2.8 STR/MIN; RATING: 7500 PSI; DRIVER: AIR MOTOR; APPLICATION: FGD BALL MILL GIRTH GREASING SYSTEM; AIR OPERATED CHASSIS PUMP SERIES J-82054; MODEL NO: 082054; SERIAL NO: 007097; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
2.43.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00		
2.44	620968	PUMP, ROTARY: TYPE: SCREW; PORT SIZE: 70 X 45 MM; CAPACITY: 90 LPM; SPEED: 1470 RPM; RATING: 1000 KPA; DRIVER: MOTOR; APPLICATION: FGD BALL MILL BEARING LUBRICATION; PART NO: L3MF45/70IFOKSO-W/70, VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).				
2.44.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	15.00		
2.45	620970	PUMP: TYPE: PISTOL; SIZE: 1/2 IN; CAPACITY: 4 X 2.08 LPM; SPEED: 1470 RPM; RATING: 300 KPA; APPLICATION: FGD BALL MILL BEARING LUBRICATION SKID; PART NO: R2.08.2.08.2.08.2.08; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE). Type: LS 200-500 S2VL1 20004				
2.45.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00		

2.46	620322	PUMP, CENTRIFUGAL: TYPE: DRAINAGE; SIZE: 250 X 200 MM; STAGE: 1; CAPACITY: 720 M3/HR; TOTAL HEAD: 66 M; NPSH: 4.5 M; SPEED: 1485 RPM; DRIVER: ELECTRIC MOTOR; SPECIFICATION: ISO 5199/EN 25199; MOUNT: HORIZONTAL; SHAFT DIAMETER: 55 MM; APPLICATION: STATION DIRTY DRAINS RECOVERY PUMPS; SUPPLY DATA SHEET ON DELIVERY; GENERAL ARRANGEMENT DRAWING; OPERATING AND MAINTENANCE MANUAL; FOR DESIGN AND DRAWING REFER TO ESKOM DOCUMENT NUMBER: 203-9631; MODEL NO: LS-200- 500-S2VL1-20004; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE). Type: LN 125-80-250 S1VV1 7502			
2.46.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00	
2.47	620323	PUMP, CENTRIFUGAL: TYPE: MAKE UP; SIZE: 200 X 150 MM; STAGE: 1; CAPACITY: 492 M3/HR; TOTAL HEAD: 67 M; NPSH: 4.3 M; SPEED: 1489 RPM; DRIVER: ELECTRIC MOTOR; SPECIFICATION: ISO 5199/EN 25199; MOUNT: HORIZONTAL; SHAFT DIAMETER: 55 MM; APPLICATION: FLUE GAS DESULPHURIZATION RECYCLE WATER; SUPPLY DATA SHEET ON DELIVERY; GENERAL ARRANGEMENT DRAWING; OPERATING AND MAINTENANCE MANUAL; DRAWING NO: 0.90/37280; MODEL NO: LS-150-500S1VL1-16004; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE). KKS:00GME21AP001, 00GME22AP001, type: HS5150.300 MT			
2.47.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	8.00	
2.48	620314	PUMP, CENTRIFUGAL: SIZE: 125 X 80 MM; STAGE: 1; CAPACITY: 135 M3/HR; TOTAL HEAD: 90 M; NPSH: 3.4 M; SPEED: 2970 RPM; DRIVER: ELECTRIC MOTOR; SPECIFICATION: ISO 5199/EN 25199; MOUNT: HORIZONTAL; APPLICATION: FLY ASH CONDITIONING WATER SUPPLY; SUPPLY DATA SHEET ON DELIVERY; GENERAL ARRANGEMENT DRAWING; OPERATING AND MAINTENANCE MANUAL; DESIGN AND DRAWINGS REFER TO ESKOM DOCUMENT NUMBER: 203-9618; DRAWING NO: 0.90/37310; MODEL NO: LSN- 125-80-S1VV1-7502; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).			
2.48.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00	
2.49	620324	PUMP, CENTRIFUGAL: SIZE: 50 X 32 MM; STAGE: 1; CAPACITY: 15 M3/HR; TOTAL HEAD: 70 M; NPSH: 1.1 M; SPEED: 2935 RPM; DRIVER: ELECTRIC MOTOR; MOUNT: VERTICAL; SHAFT DIAMETER: 42 MM; APPLICATION: COARSE CONVEYOR ASH WATER SUPPLY; MODEL NO: LSN50-32-250-S1VL11102; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).			
2.49.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	5.00	
2.50	620120	PUMP, CENTRIFUGAL: TYPE: SUBMERSIBLE SLURRY; SIZE: 100 MM; STAGE: 1; CAPACITY: 169 M3/HR; TOTAL HEAD: 28 M; NPSH: 3.5 M; SPEED: 1475 RPM; DRIVER: ELECTRIC MOTOR; MOUNT: VERTICAL; MODEL NO: HS-5150.300MT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).			
2.50.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	10.00	
2.51	620430	PUMP, CENTRIFUGAL: TYPE: SUBMERSIBLE SLURRY; SIZE: 150 MM; STAGE: 1; CAPACITY: 169 M3/HR; TOTAL HEAD: 39 M; NPSH: 3.6 M; SPEED: 1457 RPM; DRIVER: ELECTRIC MOTOR; MOUNT: VERTICAL; MODEL NO: HS-5150.350MT; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).			
2.51.1		Refurbishment(Collect, Clean and Strip, Assess and Inspect, Scope of Repairs, QCP, Repair, Test, Transport Back to Site)	Sum	10.00	
Total Item 2 (Refurbishment of Pumps) Carried to Final Summary					

ITEM 1		<u>FINAL SUMMARY</u> - PRELIMINARIES AND GENERAL - REFURBISHMENT OF PUMPS				
ITEM 2						
		Final Summary Total (Excl VAT)				

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

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C3.1: Employer's service Information	2
1 Description of the service	4
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1.2 <i>Employer's</i> requirements for the <i>service</i>	4
1.3 Interpretation and terminology	5
2 Management strategy and start up.	6
2.1 The <i>Contractor's</i> plan for the <i>service</i>	6
2.2 Management meetings	6
2.3 <i>Contractor's</i> management, supervision and key people	7
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1 Description of the service

1.1 Executive overview

Kusile Power Station makes use of gearboxes predominantly at the Coal and Ash Plants for the support of the electricity generation process. All conveyor belts are driven by an electric motor coupled to a gearbox and then the driven component.

The gearboxes are classified as a refurbishable items according to the spares strategy. They therefore require periodic repairs and or overhaul as they contain wearing elements.

The Service is to be rendered on an **as and when required basis**.

1.2 Employer's requirements for the service

The scope is for the refurbishment of Pumps at Kusile Power Station, the details are listed below. The scope is for the collection of the damaged Pumps at Kusile Main Stores (GE Stores), strip, clean, assess the damages on the Pumps. The Contractor shall issue a repair report that will be evaluated and agreed upon by the responsible Technician and Engineer before the repairs commence.

1.2.1 Pumps to be covered

The scope shall cover the following plants:

1. Auxiliary Cooling pumps
2. Demin make up pumps
3. Fire water system pumps
4. Sewage treatment plant pumps
5. Condensate Polishing Plant Pumps
6. HVAC System
7. Bottom Ash Mill Rejects pumps
8. Mill Hydraulic Pumps
9. Mill Gearbox Lubrication Pumps
10. Coarse Ash Belt Washing pumps
11. Clean and dirty dam pumps (permanent and temporary)
12. Coal Stockyard Pollution Control Dam pumps
13. Fly Ash Conditioning Water pumps
14. Ash Dump Irrigation pumps
15. Ash Dump pollution control dam 1 make-up pumps
16. Potable water pumps
17. Demin Distribution pumps
18. Raw water pumps
19. Feed water pumps
20. Condensate System pumps
21. Boiler systems
22. Turbine systems Pump

23. LP injection Pumps

1.2.2 Services to be provided

The services to be provided include:

1. Collection of pumps from on site.
2. Cleaning and Stripping of the pumps
3. Scope of repairs report
4. The refurbishment of pumps. The provision of this service shall include the supplier sourcing all the required spares, tools and material.
5. Pump Assembly and painting if required.
6. The performance testing after refurbishment and provision of report thereof.
7. Transportation back to site.

1.2.3 Applicable SOW

The Contractor's scope of work includes the following:

1. Transporting of the pump from site within 24 hours after notification from the Power Station representative.
2. Strip and inspect the pump.
3. Compile preliminary inspection report with recommendations and submit to the Power Station representative within 3 working days after inspection.
4. All parts to be marked with unique job number and small parts to be stored in a suitable container also marked with the unique job number.
5. All stripped parts to be stored in a manner not to incur any accidental damage.
6. Submit scope of work (based on inspection report) and QCP to the Power Station representative.
7. Submit a comprehensive quotation to the Power Station representative for acceptance.
8. Submit a comprehensive time schedule to the Power Station representative for approval.
9. Repair/refurbish/overhaul the pump according to the agreed scope of work.
10. Provide all spare parts required for the refurbishment/repair/overhaul as per agreed quotation.
11. Adhere to all hold points and witness points during refurbishment/repair/overhaul and assembling of the pump.
12. Test the pump in accordance with OEM recommendations and standards as per Appendix B ISO 9906:2012. (system owner to witness the performance testing)
13. Transporting of the pump back to site.
14. Compile full repair/refurbishment/overhaul report after all testing and commissioning and submit to the Power Station representative within 3 days after commissioning.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
OEM	Original Equipment Manufacturer

QCP	Quality Control Plan
-----	----------------------

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The *Contractor* supplies the *Employer* with their *Contractor's* plan. The *Contractor* must submit the *Contractor's* plan at the inception of this contract. The *Contractor's* plan must include but is not limited to the following:

- Quality management system implementation programme.
- A Quality Control Plan (QCP) for each Task Order with: hold, witness and verification points for the *Employer* to check and monitor progress.
- Safety plan including implementation programme.
- Staff Qualifications and experience and/or time frame for appointment of staff. Staff qualifications must be verified by a recognised and accredited Qualifications Verifications Institution on an annual basis.
- A program and resource schedule for the *Service* and for each Task Order. Bar charts or other reporting formats, as may be required by the *Employer*, are provided for all Task Orders indicating start, inspection and completion dates, resources and costs.

Repairs and/or refurbishment of gearboxes will be done on a task order basis. In case of any major breakdowns and/or when required by the *Employer*, a repair plan of action must be submitted to the *Employer*. Repair work must commence no later than the time agreed between the *Employer* and the *Contractor* on his plan of action.

The following reports are required as supporting documentation to the program:

- Time analysis print-out
- Critical activities report
- Key event report
- Quality Control Plan

Planning and scheduling meetings will be held when necessary and the *Employer* will inform the *Contractor* of the format and time of these meetings.

If the *Contractor's* available manpower is not sufficient to meet the *Contractor's* plan, the *Contractor* submits labour alert reports for performance of the work.

The *Contractor* submits a procurement schedule for the procurement and receipt of equipment and sub-contracts by the *Contractor* and a monthly status report of all such equipment.

The *Contractor* commences with the work in accordance with the *Contractor's* plan, and completes the *service* not later than the Completion Dates indicated on the *Contractor's* plan.

If the *Contractor* fails to complete any part of the *service* according to the *Contractor's* plan or it becomes apparent to the *Service Manager* that the *service* cannot be completed according to the *Contractor's* plan and if such failure is due to the *Contractor* then the *Contractor* submits his plan of action to the *Service Manager* to deal with the delay and the *Contractor* reports on the success of his plan of action.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussion to take place as soon as a risk is notified	Service Manager's office	Contractor, Service Manager, Co-ordinator and Contract Supervisor
Overall contract progress and feedback/interfaces	Weekly basis during Outages	Service Manager's office	Service Manager, Contractor, Coordinator

meeting			<i>and contract Supervisors</i>
Daily Safety Toolbox Talks	Daily before work starts on site with signed attendance registers by Contractor's employees and signed off minutes by the Contractor's Site Manager	Contractor's workshop	Contractor and his employees

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.

The *Contractor's* representative and *Employer's* representative will hold monthly contract management meetings where all safety, quality and other contract issues will be discussed, which should include the following as a minimum

- a) Review the overall performance of the contract.
- b) Formulate strategies to address loop holes should they be found.
- c) Review contract statutory compliance.
- d) The *Contractor* does not procure the services of sub-contractors / vendors / suppliers without the prior approval of the *Employer's Representative*. Furthermore the contract between the *Contractor* and the sub-contractor must be aligned with this contract.

Meetings of a specialist nature may be convened by either party and at times and locations to suit the Parties, the nature and the progress of the *Service*.

All meetings shall be recorded using minutes and an attendance register (which must be signed by all present) prepared and circulated by the person who convened the meeting. All these documents must be kept safe for the duration of the contract and thereafter stored in the *Employer's* documentation centre. Regular meetings of a general nature may be convened and chaired by the *Service Manager*.

2.3 Contractor's management, supervision and key people

2.3.1 Provision of Manpower

The *Contractor* shall utilise/provide skilled and suitable qualified staff with experience in the refurbishment and overhauling of gearboxes

2.3.2 People

- a) The *Contractor* shall employ staff members who meet the minimum requirements of Eskom job descriptions with additional requirements to be specified.
- b) The *Contractor* shall submit proof of qualifications and CV (experience and records) on request by the employer

2.4 Provision of bonds and guarantees

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

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the

Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

All applicable codes, standards, and relevant acceptance criteria documents are available at the work location, and Eskom representatives on site shall have on-going access to this information. Workplace documentation shall be available in English and in any workforce-appropriate language.

The supplier:

- Shall be granted electronic and hard-copy access to all quality plans, procedures, documentation, and other quality records relating to the work, including, but not limited to, data extracts.

- shall cooperate with Eskom requests for documentation, records, and inspection and witnessing. Eskom participation in audits, appraisals, assessment of plans, and verification shall be conducted at no extra cost to Eskom;

- shall ensure that a sub-supplier provides access to Eskom to all work procedures, records, and supporting documentation through provision of access to view and photocopy, as required, to support verification of scope of work requirements. Access shall include the ability to photograph Eskom equipment, systems, system components, materials, etc.;

- shall provide access to all quality-related information pertaining to activities performed by itself or sub-suppliers, where Eskom might not have participated in the witnessing of their quality assurance or control (this refers to inspections, audits, etc. performed by the supplier on its own sub-suppliers);

- shall allow Eskom to assess, audit, approve, or reject any sub-suppliers employed by Eskom's suppliers to assist with the product and/or service delivery to Eskom; and

Eskom's rights to information

- Shall be granted electronic and hard-copy access to all quality plans, procedures, documentation

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

invoiceseskomlocal@eskom.co.za

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

All changes to the contract such as Contract Management changes or Compensation Events shall be communicated through standard NEC TSC 3 forms.

2.8 Insurance provided by the Employer

As stated in the contract data.

2.9 Training workshops and technology transfer

The contractor shall provide training for technology and skill transfer for the Employers personnel for the service duration of the contract.

2.10 Design and supply of Equipment

The *Contractor* shall supply inspection and maintenance manuals to the *Employer*. These manuals shall include first line investigation and troubleshooting protocols.

The *Contractor* shall prepare a Quality Control Plan for the gearboxes to be refurbished and send it to the *Employer* to include intervention points (Hold, Witness and surveillance) to be adhered to during the refurbishment program.

The *Contractor* shall not proceed with any repairs or refurbishment points unless all the necessary inspections, witness or tests are conducted according to the Quality Control Plan. The *Employer* shall conduct such inspections to ascertain that work is conducted to the agreed upon quality standard. However, the liability for such designs, refurbishment, supply and use of the Equipment remains with the *Contractor*.

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

2.11.1 Equipment

N/A

2.11.2 Information and other things

N/A

2.12 Management of work done by Task Order

- Work is to be done in accordance with the written Task Order issued by the Employer.
- All work done is valued in accordance with the Price List unless otherwise specified. Actual quantities will be determined where applicable based on the requirements of each Task Order. The Contractor provides all necessary information required by the Employer to determine the cost at the assessment date for monthly costs and for each Task Order.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the service and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the service must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Service Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

The Divisional Safety Risk Managers who will be responsible for the allocation of resources to assist P&SCM with the above processes are as follows:

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The *Contractor* shall comply with the health and safety requirements contained in **Kusile Power Station OHS Specification for Refurbishment of pumps for the period of 5 years. KUS-202207276** to this Service Information

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in **Environmental Spec for Pump Refurbishment KUS-20250797**

3.3 Quality assurance requirements

The *Contractor* shall comply with the quality assurance requirements and constraints stated in the **Quality Management Spe for Pump Refurbishment 240-105658000**

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

4.1.2 BBBEE and preferencing scheme

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

4.1.3 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

[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

- All Subcontractors are to be *Employer* approved *Contractors* / vendors / suppliers. If the *Contractor* is uncertain of the approval status of the *Contractors* / vendors / suppliers the *Contractor* formally requests from the *Service Manager* confirmation of the status.
- The *Contractor* does not procure the services of *Contractors* / vendors / suppliers without the prior approval of the *Service Manager*. Furthermore the contract between the *Contractor* and the subcontractor must be aligned with these contracts.
- The *Contractor* must submit a safety file at the inception of this contract.
- The *Contractor* complies with all site regulations issued by the *Employer*.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* may not subcontract more than 25% of the total value of this contract. Subcontractors that are submitted by the *Contractor* for the approval of the *Employer* must have a similar or better BBBEE score than the *Contractor*.

4.2.3 Limitations on subcontracting

The Employer may require that the Contractor must subcontract certain specialised work, or that the Contractor shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Specifications

The *Contractor* shall comply with the Scope of Work requirements contained in KUS-202207276 to this Service Information. The Scope of Work is titled Kusile Power Station Refurbishment of pumps Scope of Work, with document identifier: KUS-202207276

4.3.2 Correction of defects

The *Contractor* shall comply with the Scope of Work requirements contained in KUS-202207276 to this Service Information. The Scope of Work is titled Kusile Power Station Refurbishment of pumps Scope of Work, with document identifier: KUS-202207276

4.3.3 Contractor's procurement of Plant and Materials

Specify any constraints on how the Contractor is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The Employer may require warranties from suppliers to be in favour of the Employer and not just to the Contractor. The Employer may also need schedules of vendor data for his own use after the end of the service period.

4.3.4 Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the Employer overseas.

5 Working on the Affected Property

- a) The contractor applies for access permits for all works exceeding four (4) weeks via the Project/Service Manager, who will co-ordinate this.
- b) The Contractor applies for Contractor's Permits for all his employees and/or subcontractors at the Security gate, at least 24 hours prior to entry of the Kusile Power Station Security Area.
- c) The Contractor completes the specific form in the Kusile Power Station Contractors Safety Manual, listing all of the personnel that he intends using on site.
- d) The completed list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Eskom Project Manager signature
 - Validity Date
- e) No permits are issued to personnel who have not attended safety induction.
- f) The Contractor photocopies the first page of the ID book of every one of his employees;

reduced to the size 65%.

- g) This completed list, together with the photocopies of the ID books is delivered to Protective Services for the preparation of the Contractor's Permits.
- h) The Contractor allows at least 24 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- i) The Contractor's personnel are required to be in possession of a Contractor's Permit at all times inside Kusile Power Station.
- j) The Contractor compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- k) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- l) The Contractor's visitors and all personnel conform to the security arrangements that are in force at Kusile Power Station.

Application forms for visitors are filled in by the Contractor's Site Manager and approved by the Project Manager, and submitted to the Employer's Protective Services office one day prior to the visit.

5.1 People restrictions, hours of work, conduct and records

The normal working hours are as follows:

Mondays – Thursdays: 07h00 – 16h15

Fridays: 07h00 – 12h00

Lunch breaks are 30 minutes from 12h00

Access restrictions

Obtain permit to gain entry to the area that require specific permit or approval.

Hours of Work

The requirements of the Basic Conditions of Employment Act, Chapter Two "Regulation of Working Time" must be adhered to. All contractors are required to maintain an accurate record of time worked by each employee.

1) Normal Work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify their Eskom Kusile Power Station Supervisor or project manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Where applicable, the notification should include proof of application, for overtime, to the Department of Employment and Labour and /or the letter of approval from the Department of Employment and Labour.

2) Night Work

When night work is to be performed, the baseline risk assessment must be reviewed to include the management of night work. Contractors shall provide sufficient lighting to enable the entire work site to be illuminated to a degree that employees will not work in dark (un-illuminated) or dimly lit areas. Care must be exercised as not to use few lights with high light intensives as this will cause night blindness.

If work is continuing from day light into night, at dusk, a toolbox talk must be held where all employees will be advised of the hazards of night work and the extra precautions which require to be taken, i.e. poor housekeeping, stepping on uneven ground, stepping into holes etc.

3) Overtime

When overtime is required to be performed, the appointed contractors shall inform the Main contractor of such action. The Main contractor shall inform the Eskom Kusile Power Station project manager of such function and provide proof of exemption from the Department of Employment and labour. Contractors shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

5.2 Records of *Contractor's* Equipment

All materials, tools and equipment brought onto site are the responsibility of the *Contractor*, and shall comply with the *Employer's* policies and procedures. A proper system of recording these materials, tools and equipment must be in place and submitted for approval by the *Service Manager*. Differentiation must be made between materials, tools and equipment owned or hired by the Contractor.

Any Equipment, or appliances, used by the Contractor conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Service Manager* has the right to stop the *Contractor's* use of any Equipment which, in the opinion of *Service Manager*, does not conform to the foregoing.

5.3 Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the Employer to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the Employer are located and any other emergency arrangements. Do not use if already addressed in 2.3.

5.4 Environmental controls, fauna & flora

N/A

5.5 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the Contractor may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

5.6 Records of Contractor's Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.

5.7 Equipment provided by the Employer

Loading and material handling Equipment such as mobile cranes, overhead cranes and fork lifts shall be provided by the *Employer*.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The Employer will provide the contractor with;

- Water
- Electricity
- Ablution Facilities
- Fire Protection Equipment
- Waste Disposal Facilities
- Other Facilities e.g. Canteens for personal accounts are available on site.

Contractor shall provide everything else necessary for providing the service.

5.8.2 Provided by the *Contractor*

The Contractor is to provide

- Vehicles
- Personal Protective Equipment (Branded with the contractor's name) as per safe work requirements.
- Contractor shall provide everything else necessary for providing the service.
- Any other equipment as per the agreed scope

5.9 Control of noise, dust, water and waste

N/A

5.10 Hook ups to existing works

Refer to 3.1 references

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The tests and inspections to be carried out by the *Contractor*, the *Employer* and Others will be determined and communicated by the Employer when this Contract commences

5.11.2 Materials facilities and samples for tests and inspections

Workshop facilities with adequate laydown areas and machinery/Equipment shall be available for the employer's representative to attend scheduled hold and inspection points to witness the relevant testing of material and/or components that were fabricated and machined by the contractor

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title