



NEC3 Term Service Contract (TSC3)

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

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

for **Supply and Delivery of Turbine Mechanical Seals
Spares and Spares Refurbishment at Kendal Power
Station for a period of 5 years**

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

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer 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]	

C1.1 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:

Supply and Delivery of Turbine Mechanical Seals Spares and Spares Refurbishment at Kendal Power Station for a period of 5 years

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(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*

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:	
	dispute resolution Option	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options	X1: Price adjustment for inflation X2: Changes in the law X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (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.	011 800 2111
10.1	The <i>Service Manager</i> is (name):	Mandla Makhuvele
	Address	Kendal Power Station Near Ogies on JHB/Witbank Road Private Bag X7272, Witbank 1035
	Tel	015 299 0274
	e-mail	Mandla.makhuvele@eskom.co.za
11.2(2)	The Affected Property is	Kendal Power Station
11.2(13)	The <i>service</i> is	Supply and Delivery of Turbine Mechanical Seals Spares and Spares Refurbishment at Kendal Power Station for a period of 5 years

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

11.2(14)	The following matters will be included in the Risk Register	Safety file on Contract award
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	3 working days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The Contractor submits a first plan for acceptance within	2 weeks of the Contract date
3	Time	
30.1	The <i>starting date</i> is.	----- Eight (8 weeks) for normal supply and delivery Two (2 weeks) for action plan Two (2 weeks) refurbishment and delivery
30.1	The <i>service period</i> is	60 months (5 years) completion date of each purchasing order is to be agreed and confirmed with the employer
4	Testing and defects	Testing and defect on suppliers site before delivered to Kendal power Station. Final quality inspection will be done at main stores at Kendal Power Station for exception of goods and services .If a test or inspection shows that any work has a defect ,the supplier corrects the defect and the test or inspection is repeated
5	Payment	
50.1	The <i>assessment interval</i> is	No assessment
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	8 weeks
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.
7	Use of Equipment Plant and Materials	Using lifting machine and mobile equipment for handling material to ensure offloading were safety do so.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Additional to clause 80.1 of the TSC3, the following are Employer`s risk
		2. Natural disaster
		3. Unavailability of the Power station
9	Termination	Refer to Core Clause 90
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
C	Target contract with price list	
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> 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	Eskom Holding SOC Ltd (reg no:2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Tel No.	011 800 2111

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation													
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td></td> <td>T-1</td> <td>SEIFSA</td> </tr> <tr> <td></td> <td>L-1</td> <td>SEIFSA</td> </tr> <tr> <td>15%</td> <td>non-adjustable</td> <td></td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by		T-1	SEIFSA		L-1	SEIFSA	15%	non-adjustable	
proportion	linked to index for	Index prepared by												
	T-1	SEIFSA												
	L-1	SEIFSA												
15%	non-adjustable													
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.												
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 <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Service.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Service Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the <i>Contractor</i> may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
Z4.4	The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the <i>service period</i> , requires the prior written consent of the <i>Service Manager</i> . All rights in and to all

such images vests exclusively in the *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 Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
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.

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C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <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 Contractor's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	

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

Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list
11.2(12)	The <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

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PART 2: PRICING DATA

TSC3 Option A

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

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C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	<p>(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for Services Provided to Date is the total of</p> <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. <p>(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.</p>
-------------------------------------	------------	--

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and

- incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
 - Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S SERVICE INFORMATION

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1. INTRODUCTION

The purpose of this document is to provide scope for

- Workshop refurbishment and/or repair Turbine Plant Pumps Mechanical Seals equipment at Kendal Power Station
- Supply of Turbine Plant Pumps Mechanical Seals equipment at Kendal Power Station

The high level technical scope of work necessitates the following

- To refurbish and/or repair the Turbine Plant Pumps Mechanical Seals equipment at Kendal Power Station using approved OEM components, drawings, and specifications
- All spares required for refurbishment and/or repair will be free issued from the Eskom stores, depending on stock availability. In the event of the required spares not being available at the Eskom stores, the repair Contractor shall upon approval from the Power Station Contracts manager supply all relevant spares related to the respective refurbishment and/or repair

2. SUPPORTING CLAUSES

2.1.1 Purpose

The purpose of this document is to define the scope of work for workshop refurbishment and/or repair of Turbine Plant Pumps Mechanical Seals equipment at Kendal Power Station as listed in the Introduction

2.1.2 Applicability

This document shall apply to the Eskom Kendal Power Station Turbine Plant

2.2 NORMATIVE/INFORMATIVE REFERENCES

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs

2.2.1 Normative

- [1] ISO 9001 Quality Management Systems
- [2] QM-58 Quality Requirements for Quality Management
- [3] 32-727 SHEQ Policy

2.2.2 Informative

N/A

2.3 DEFINITIONS

Definition	Description
Mechanical Seal	Is a device that prevents leakage of pressurized fluid between a rotating shaft and a stationary housing. Mechanical seals are widely used in a range of power plant equipment applications, particularly on pumps of various sizes and pressure ratings.
Refurbishment	to renew or to restore to a new condition for better functionality

2.3.1 Disclosure Classification

Controlled Disclosure: Controlled Disclosure to external parties (either enforced by law or discretionary)

2.4 ABBREVIATIONS

Abbreviation	Description
BFP	Boiler Feed Pump
CW	Cooling Water
DE	Drive End
ISO	International Organisation for Standardisation
KPI	Key Performance Indicator
MCW	Main Cooling Water
NDE	Non-Drive End
NDT	Non-destructive Test
OEM	Original Equipment Manufacturer
OHS	Occupational Health & Safety
PSR	Plant Safety Regulations
QC	Quality Control
QCP	Quality Control Plan
SHEQ	Safety, Health, Environmental & Quality
SOW	Scope Of Work

3. TECHNICAL REQUIREMENTS

3.1 SERVICE REQUIREMENTS

The scope applicability and service requirement for each Kendal Power Station stated in the Introduction is listed below

3.1.1 Scope of work

Refer to Appendix A for the refurbishment scope of work breakdown

3.1.2 Workshop Services Required

On the plant identified in section 2.1.2 to the extent determined by the Eskom *Service Manager* or his delegate and the *Contractor*, the *Contractor* shall

- 1 Strip and assess the damage, determine spares requirement and refurbish and/or repair damaged components
- 2 Document all findings in a detailed assessment report which must include photographs to be presented to, and discussed with the relevant Kendal Power Station System Engineer
- 3 Provide an assessment report advising on the condition of the stripped components and state if the components are to be re-used or replaced. Either decision must be supported by technical justification based on specifications and condition
- 4 Provide the scope of work which shall be discussed and agreed upon between the Contractor and the relevant System Engineer, prior to proceeding with the repair or the refurbishment
- 5 Submit the scope of work based on reviewed assessment report, together with the Quality Control Plan (QCP), check sheets to the Power Station Contracts Manager, Power Station Technical Support, and Power Station Engineer for acceptance and signatures

- 6 Refurbish and/or repair the Turbine Plant Mechanical Seals equipment in accordance to the agreed scope of work. Any changes to the scope of work must be formally communicated to the Power Station Contracts Manager, Power Station Technical Support, and Power Station Engineer, and agreed to in writing prior to commencing with the repair
- 7 All spares required for refurbishment and/or repair will be free issued from the Eskom stores, depending on stock availability. In the event of the required spares not being available at the Eskom stores, the repair Contractor shall upon approval from the Power Station Contracts manager supply all relevant spares related to the respective refurbishment and/or repair
- 8 Ensure that the refurbished and/or repaired pump/s and their associated auxiliary equipment achieve the performance levels as per original equipment design and specification
- 9 Ensure that the refurbished and/or repaired Turbine Plant Pumps Mechanical Seals equipment are delivered to Kendal Power Station stores with relevant documentation. The Kendal Power Station stores, Power Station System Engineer, and Power Station Contract Manager must be made aware of the delivery and furnished with a signed data book at the time of delivery
- 10 Ensure that the hard copy and an electronic copy of the data book are sent to Kendal Power Station System Engineer and the Power Station Contract Manager at the time of delivery to site
- 11 Transport the refurbished and/or repaired Turbine Plant Mechanical Seals equipment within 24 hours after removal, and notification from Kendal Power Station representative, in a suitable transportation cradle
- 12 Receive the Turbine Plant Mechanical Seals equipment from Kendal Power Station and record in a one pager the as found condition, supported by photographs
- 13 Ensure that all required tests are performed in accordance with the approved and signed QCP, taking into consideration the applicable latest standards in the list of standards, as a minimum
- 14 Ensure that all stripped components are marked with a unique job/project number and small parts are stored in a suitable container, also marked with the unique job/project number
- 15 Ensure that all parts or stripped components are stored in a manner not to incur environmental or unintended/accidental damage
- 16 Ensure that all scrapped components are returned to Kendal Power Station stores with a scrap certificate
- 17 Submit a comprehensive quotation to Kendal Power Station Contracts Manager for acceptance. The quotation must be submitted after the scope of work and QCP has been accepted and approved. The Power Station Contracts Manager will review the work to be done and the price, and then issue a Task Order for the work to be undertaken
- 18 Submit a comprehensive time schedule to the Kendal Power Station Service Contracts Manager for approval
- 19 The Contractor shall communicate in writing to Kendal Power Station Contracts Manager, 72 hours prior to any intervention point/s in the QCP which require client witnessing. In the event of an urgent job or catastrophic failure, the Contractor may send the request in writing, followed by a telephonic call to the Contracts manager or his delegate, requesting for a quicker turnaround time from the Power Station System Engineer and QC personnel
- 20 Ensure that the Kendal Power Station Engineer or his representative accepts and signs off the QCP and review relevant paperwork before the Turbine Plant Mechanical Seals leave the Contractors premises

3.2 EQUIPMENT REQUIRED

The Contractor and his sub-Contractor must possess the tools and equipment to fulfil the requirements of refurbishing and/or repairing the components listed in Appendix A

3.3 CONSUMABLES REQUIRED

The Contractor must supply the consumables, if applicable, to satisfy the requirements for components listed in Appendix A. These consumables should always be available.

3.4 WORKSHOP

The Contractor and his sub-Contractor are required to have suitable premises with the required tools, cranes, and equipment to be able to conduct the scope of work. Eskom reserves the right to inspect the workshop premises to make sure that it is suitable and is kept up to standard.

3.5 PLANNED KEY PERFORMANCE INDICATORS (KPI)

- The KPI's will be used to determine the successful performance of the scope. The Contractor is required to perform in order to meet these targets. The KPI's are to be agreed to between parties, and are subject to change on an annual basis based on the need. Below are the KPI's
 - Quality of repair or refurbishment. No re-work
 - Reliability of the repaired or refurbished component
 - First committed delivery date on the Purchase Order receipt is applicable
 - Non-compliance to the agreed Scope of Work, hold points and Quality Control Plans

4. AUTHORISATION

This document has been reviewed and accepted by

Name and Surname	Designation
Hoosein Kotwal	System Engineer
Kubashan Moodley	Turbine Engineering Manager
Johan Vos	Maintenance Technical Support
Tebogo Mojela	Outage Controller
Zanele Maleka	Outage Manager

5. REVISIONS

Date	Rev.	Compiler	Remarks
March 2022	3	H Kotwal	Final
April 2021	2	T Tshikovhi	Final after consolidated reviews
February 2021	1	T Tshikovhi	Comments from squad check
September 2020	0 1	T Tshikovhi	Comments after Senior Engineer Review
September 2020	0	T Tshikovhi	First Draft

6. DEVELOPMENT TEAM

The following people were involved in the development of this document

- Hoosein Kotwal
- Thinga Tshikovhi

7. ACKNOWLEDGEMENTS

- Thinga Tshikovhi – System Engineer
- Raymond Nkosi – System Engineer
- Siphon Mkhabela – Senior Engineer
- Siphon Nhlapo – Senior Engineer

APPENDIX A: SPARES LIST AND SPARES REFURBISHMENT REQUIREMENTS

Table 1: Spares List

MECHANICAL SEAL COMPONENT DESCRIPTION	Eskom SAP Number	Stock Levels	Installed-Base	Number of Category A Refurbishment for 18 Months	Number of Category B Refurbishment for 18 Months	Number of Category C Refurbishment for 18 Months	New Complete Spares required for 60 Months
KENDAL: MAIN COOLING WATER PUMP							
MCW (DE & NDE) - 12 1/4" T8B1 AR1X1/D OEM Drawing S-35017	178547	4	30	10	25	25	6
KENDAL: CONDENSATE MAKE-UP PUMP							
5% Make-up pumps (DE&NDE) - 33mm FFET GPN 81760793	Non-Stock	0	24	6	6	6	10
5% Make-up pumps (DE&NDE) - 32mm FFET GPN 81760793	Non-Stock	0	24	6	6	6	10

MECHANICAL SEAL COMPONENT DESCRIPTION	Eskom SAP Number	Stock Levels	Installed-Base	Number of Category A Refurbishment for 36 Months	Number of Category B Refurbishment for 36 Months	Number of Category C Refurbishment for 36 Months	New Complete Spares required for 60 Months
KENDAL: CLEAN DRAINS PUMP							
Clean Drains Pump (DE & NDE) - 45mm FFET GPN 81761248	Non-Stock	0	24	6	6	6	10

KENDAL: LP DRAIN PUMPS							
LP Drain Pumps(DE & NDE) - 55mm FFET GPN 81761053	Non-Stock	0	24	6	6	6	18
KENDAL: CPP BOOSTER PUMPS							
CPP Booster Pumps – 70mm FFET	Non-Stock	0	24	6	6	6	18
KENDAL: SEAL OIL PUMP							
Seal Oil mechanical seal (35mm)	80001782	n/a	6				5
Seal Oil mechanical seal (45mm)	89719346	n/a	18				15
MECHANICAL SEAL COMPONENT DESCRIPTION	Eskom SAP Number	Stock Levels	Installed-Base	Number of Category A Refurbishment for 18 Months	Number of Category B Refurbishment for 18 Months	Number of Category C Refurbishment for 18 Months	New Complete Spares required for 18 Months
KENDAL: B.F.P. Main Pump HPT PK 300-350							
Main Feedpump (DE & NDE) - 6 3/4" T270 F OEM Drawing Z/08389/D	98630	4	18	15	30	20	6
KENDAL: BOOSTER PUMP HZB 303-720							
Booster Pump NDE - 5 1/2" 8B1 OEM Drawing Z/03497	98620	2	18	20	15	20	6
Booster Pump DE - 6 1/2" 8B1 Drawing Z/03379	98621	2	18	20	15	20	6



Below is the refurbishment levels of the mechanical seals scope of work referred to on table 1 After the seal has been stripped, it will then be decided in what category the seal will be refurbished

Note: When the seal repair cost exceeds 75% of the new seal price, the seal will be scrap and a new seal should be supplied

Table 2: Scope of work

No.	SCOPE BREAKDOWN
	Category A Scope
	Strip and clean the seal
	Inspect all the components on the seal
	Measure all the parts to determine if it is still in the tolerances
	The following parts must be measured All the sealing faces, all the metal parts
	Lap and polish the sealing faces
	NDT the faces for any cracks
	Replace the following components Springs, "O-rings Gaskets and grub screws
	Assemble the seal and pressure test the seal
	Category B Scope
	Category A scope
	Replace one of the sealing faces
	Replace some hardware e.g throttle bushes, thrust rings
	Grind lap and polish the other faces
	Assemble the seal and pressure test
	Category C Scope
	Category A Scope
	Category B Scope
	Replace all the sealing faces
	Replace some of the metal parts such as shaft sleeves and or clamp plates or retainers
	Assemble the seal and pressure test



1 Description of the service

1.1 Executive overview

Refurbishment, supply and delivery for Turbine Seals and mechanical spares at Kendal Power Station for the period of 60 months (5 years). All documentation attached on this contract drift.

1.2 Employer's requirements for the service

Refer to scope of work.

1.3 Interpretation and terminology

Intended meaning of scope of work. Analysing all the abbreviation on the scope of work

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits

2 Management strategy and start up.

2.1 The Contractor's plan for the service

In the TSC3 the *Contractor's* plan is his "design" for performing the refurbishment, supply and delivery for Turbine seals and mechanical spares and *services* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor's* plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer's* broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor's* plan.

Section to describe any particulars which must be taken into account by the *Contractor* in developing his plan as required by clause 21.2

2.2 Management meetings

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

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

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

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

2.3 Contractor's management, supervision and key people

As per contract's data. Health and safety file manage and supervising people on site. Indicating all the safety concept and all members will be coming on sit

2.4 Documentation control

Documentation as per scope of work

2.5 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

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

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

2.6 Contract change management.

N/A

2.7 Design and supply of Equipment

Refer to scope of work.

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

2.8.1 Equipment

N/A

2.9 Management of work done by Task Order

Clause X19.6 requires information which should be included on a Task Order programme. Task Order include things to be provided by the Employer under a Task Order and the conditions under which the Employer or others are to work.

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 WHATSOEVER 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 Annexure _____ to this Service Information.

3.2 Environmental constraints and management

Refer to Environmental document attached.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

3.3 Quality assurance requirements

Contractor's Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. To sure witness and hold points are identified generally and the document describe any particular requirements for QA outside the Affected Property. To indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

4.1.1 BBEE and preferencing scheme

The Contractor shall maintain the Required B-BBEE Recognition Level for the duration of the Agreement. The Contractor shall provide Eskom with a valid Verification Certificate and such other information as Eskom may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause “verification Certificate” means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

4.1.2 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

Refer to SDL&I

4.3 Employer’s site entry and security control, permits, and site regulations.

All contractor’s on site need to attend induction before they can grant the permit for site entry. No one will be allowed to enter on site without permit. All security majors will be taken and enforce to any one whom, with in position without permit. All contractor’s employees must wear their own PPE as per Safety file stated.

4.4 Environmental controls, fauna & flora

Contractors not allowed to carry or collect flowers, fauna and flora or an animals on site

4.5 Equipment provided by the Employer

Equipment provides by the Employer, Forklift, Ridge truck and Crane for offloading material.

4.6 Site services and facilities

4.6.1 Provided by the Employer

Delivered at stores facility or warehouse facility

4.7 Control of noise, dust, water and waste

Applying appropriate PPE on the various area of responsibility

4.8 Hook ups to existing works

N/A

4.9 Tests and inspections

4.9.1 Description of tests and inspections

Goods will be tested and inspections before delivered to Kendal Power Station by the *Contractor*. and the *Service Manager* and QC will be running the inspections on the delivery of the goods.

5 List of drawings

5.1 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

Task Order

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

Task Order No. _____

service

To:
..... (Contractor)

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

Description

Starting date

Completion Date

Delay damages per week

Please submit your price and programme proposals below.

Signed: _____

Date

(for *Employer*)

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

R. _____

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

R. _____

Total of the Prices for this Task Order

R. _____

The programme for the Task is

..... [ref] (attached)

Signed: _____

Date

(for *Contractor*)

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

Signed: _____

Date: _____

(for *Employer*)