



## NEC3 Term Service Contract (TSC3)

**Between Eskom Holdings SOC  
Ltd (Reg No: 2002/015527/30),**

**and**

**for**  
Refurbishment, Supply and Delivery of Auxiliary Plant Pumps  
on An as and When Required Basis for a Period of Five Years

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**CONTRACT No.**

**Documentation prepared by:**

## **PART C1:      AGREEMENTS & CONTRACT DATA**

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## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

# 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:

## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five 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.

Option A	The offered total of the Prices exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	

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:

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

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(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.

## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

### 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	_____	_____


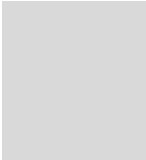

## C1.2 TSC3 Contract Data

### 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 NEC3 Supply Short Contract (April 2013) (SSC3)<sup>2</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[●]" - data is required to be inserted.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A:</b> Priced contract with price list
	dispute resolution Option	<b>W1:</b> Dispute resolution procedure
	and secondary Options	
		<b>X1:</b> Price adjustment for inflation
		<b>X2:</b> Changes in the law
		<b>X17:</b> Low service damages
		<b>X18:</b> Limitation of liability
		<b>X19:</b> Task Order
		<b>Z:</b> <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) <sup>3</sup>	
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.	--

<sup>2</sup> Available from Engineering Contract Strategies on [www.ecs.co.za](http://www.ecs.co.za) Tel 011 803 3008, Fax 086 539 1902

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

10.1	The <i>Service Manager</i> is (name):	<b>Themba Mashiyane</b>
	Address	<b>Kriel Power Station, Private Bag X5009, Kriel 2271</b>
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	<b>Kriel Power Station Stores</b>
11.2(13)	The <i>service</i> is	<b>Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>- <b>Unprotected Strikes</b></li> <li>- <b>Local content not met which may lead to unrest</b></li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<ul style="list-style-type: none"> <li>- <b>Within 2 working days non outage periods</b></li> <li>- <b>During Outages within 12 hours including weekends and public holidays</b></li> </ul>
2	<b>The <i>Contractor's</i> main responsibilities</b>	<b>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</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>Level 3 within two weeks after Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	
30.1	The <i>service period</i> is	<b>Five years</b>
4	<b>Testing and defects</b>	<b>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</b>
5	<b>Payment</b>	

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50.1	The <i>assessment interval</i> is	<ul style="list-style-type: none"> <li>- between the 25th day of each successive month</li> <li>- <i>Service manager</i> may when deemed necessary request Bi-Weekly payment assessments or on the completion of work</li> </ul>
50.5	The <i>delay damages</i> are	<b>As per Annexure “B”</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 days as per Eskom Finance Procedures.</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	<b>Compensation events</b>	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	<b>Use of Equipment Plant and Materials</b>	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



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### 8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	1. 2. 3.
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance).</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format TSC3" available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</b>
83.1	The <i>Contractor</i> provides these additional insurances:	<b>None</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>the amount of the deductibles relevant to the event described in the "Format TSC3" insurance policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b>
83.1	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	
83.1	The minimum amount of cover for insurance in respect of 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 for any one event is:	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>

### 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.

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10	Data for main Option clause			
A	Priced contract with price list			
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<div>- Total Contract financial forecast on a monthly basis</div> <div>- Cost to completion during Outages</div>		
11	Data for Option W1			
W1.1	The Adjudicator	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
W1.2(3)	The Adjudicator nominating body 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.		
W1.4(2)	The tribunal is:	arbitration		
W1.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	Republic of South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The base date for indices is	Month before the contract award date.		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	CPA will only account for after the first year of the contract period, prices are fixed and firm throughout the contract period	0.10	Transport	SIFSA Table L2
		0.65	Labour	[SEIFSA Table C3
	Month before the contract award date	0.10	CPI	SEIFSA Table D
		0.15	non-adjustable	
		1.00		

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<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	<b>As per Annexure “B”</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• 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 in the <i>Employer's</i> assets and works / maintenance policies available on</li> </ul> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>
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	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b> <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>

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<b>X19</b>	<b>Task Order</b>
X19.5	<p>The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within</p> <ul style="list-style-type: none"> <li>- <b>5 days of receiving an outage notification</b></li> <li>- <b>Additional Emergency Conditions Apply as per 2.13 in the Service Information</b></li> </ul>
<b>Z</b>	<p><b>The <i>additional conditions of contract</i> are</b></p> <p style="text-align: right;"><b>Z1 to Z12 always apply.</b></p>
<b>Z1</b>	<b>Cession delegation and assignment</b>
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
<b>Z2</b>	<b>Joint ventures</b>
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.
<b>Z3</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>
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.

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**Z4 Ethics**

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.
- Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.
- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

**Z5 Confidentiality**

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z6 Waiver and estoppel: Add to core clause 12.3:**

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- Z6.1 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.

**Z7 Health, safety and the environment: Add to core clause 27.4**

- Z7.1 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.
- Z7.2 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.

**Z8 Provision of a Tax Invoice and interest. Add to core clause 51**

- Z8.1 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.
- Z8.2 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.
- Z8.3 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.

**Z9 Notifying compensation events**

- Z9.1 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.

**10 Employer's limitation of liability**

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

**Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

Z11.1 or had a business rescue order granted against it.

**Z12 Contract Financial Commitments**

Z12.1 Task orders will be issued by the *Service Manager* on an "as and when" required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the *Contractor* despite the *Contractor* being awarded the contract.

**Annexure A: Insurance provided by the Employer**

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. Services provided in a TSC3 contract could include some element of construction or refurbishment as well as a continuous maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the Employer's "works" type policy which may be in place for the Employer's portion of the Affected Property concerned or against the Employer's assets policy which may be in place for the Employer's portion of the Affected Property concerned, or both.
2. The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.
3. The Contractor is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the Employer. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to 'Format TSC3' to establish both the cover and the deductibles in relation to the service provided in terms of this contract.
4. Tendering contractors should note that cover provided by the Employer is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the Contractor provides the insurances stated in the Insurance Table except any insurance which the Employer is to provide". Hence the Contractor provides insurance which the Employer does not provide and in cases where the Employer does provide insurance the Contractor insures for the difference between what the Insurance Table requires and what the Employer provides.
5. If Marine Insurance is required the Contractor needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
6. Further information and full details of all Eskom provided policies and procedures may be obtained from: [http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

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**Annexure B: Table of low service damages (X17)**

<b>Low Service Damage Description</b>	<b>Value of Low Service Damages</b>	<b>Limit of Low Service Damage</b>
Service delaying production of water treatment plant due to late delivery	5% of Task Order per day	Limited to 10% of the Task Order value
Service delays not finishing as per agreed upon schedule submitted to the <i>Service Manger</i>	2.5% of Task Order per day	Limited to 10% of the Task Order value
Submission of documents as per agreed upon CDSS in this <i>service agreement</i>	1.5% of Task Order per day	Limited to 10% of the Task Order value
Rework due to poor workmanship.	2% of Task Order per day	Limited to 10% of the Task Order value
Daily Progress Updated Schedule	2% of Task Order per day	Limited to 10% of Task Order Value
Response of NCR within 3 days	2% of Task Order per day	Limited to 10% of Task Order Value



**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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: Responsibilities: Qualifications: Experience:	
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	<b>R</b>

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:

<b>Identified and defined terms</b>	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  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.

#### 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.

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

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.

## C2.2 the *price list*

Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years						
Item No	Description	Material Number	Unit	Qty	Rate	Amount
100	<b>SUPPLY AND DELIVERY</b>					
	<b>FLOOR WASHING PUMP</b>					
101	PUMP CNTRFGL:SPP-BM04A/HRS4BY;2.1 M	598473	Each	5		
	<b>EFFLUENT PUMP</b>					
102	PUMP CNTRFGL:3 M;115 M3/HR;79 M;1	642902	Each	5		
	<b>FINAL EFFLUENT</b>					
103	PUMP CNTRFGL:2.32 M;81 M3/HR;29.11 M;1	650575	Each	5		
	<b>MATLA USUTU PUMP</b>					
104	PUMP CNTRFGL:9.79 M;2054 M3/HR;20 M;1	642902	Each	5		
	<b>EMULSIFIER PUMP</b>					
105	PUMP CNTRFGL:28 M;150 LPS;102 M;1	665558	Each	5		
	<b>TITANIC PUMP</b>					
106	PUMP CNTRFGL:0;600 M3/HR;37.5 M;1	666026	Each	5		
	<b>AWR PUMP 5&amp; 6</b>					
107	PUMP, CENTRIFUGAL:ASH;300 X 350 MM;1	655783	Each	5		
	<b>SLURRY PUMP</b>					
108	PUMP CNTRFGL:2.8 M;54 LPS;32 M;1450 RPM	599721	Each	5		

## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

	<b>EAST FILTER PUMP</b>					
109	PUMP CNTRFGL:5 M;740 M3/HR;38 M;1	641280	Each	5		
	<b>HP DEMIN PUMP</b>					
110	PUMP CNTRFGL:2-3 M;400 M3/HR;58 M	601856	Each	5		
	<b>POTABLE B PUMP</b>					
111	PUMP CNTRFGL:800 MM;207 LPS;10.5 M;1	643117	Each	5		
	<b>POTABLE SMALL PUMP</b>					
112	PUMP CNTRFGL:0.8;70 LPS;8 M;250 X 250 IN	643116	Each	5		
	<b>SLUICE PUMPS</b>					
113	PUMP,APE 10-12 SLUICE WATER	48153	Each	5		
	<b>Demin filter supply pump</b>					
114	PUMP CNTRFGL:470NT125-250 CCM;9.5 M	595842	Each	5		
	<b>Deep drain pump</b>					
115	PUMP CNTRFGL:6 M;90 LPS;32 M;1485 RPM;1	647350	Each	5		
	<b>Matla filter pump</b>					
116	PUMP, CENTRIFUGAL: NPSH: 21 M; CAPACITY: 250 M3/HR	693589	Each	5		
	<b>Seepage Pump</b>					
117	PUMP CNTRFGL:3 M;70 M3/HR;33 M;2930 RPM	643719	Each	5		
	<b>Fire Hydrant electric pump</b>					
118	PUMP:HORIZONTAL SPLIT CENTRIFUGAL	708848	Each	5		
	<b>Submersible pumps small</b>					
119	PUMP CNTRFGL:11 M;5 LPS;7 M;1-1/2 IN;1	649898	Each	5		
	<b>Vaalpan Pump</b>					
120	PUMP CNTRFGL:5.8 M;200 LPS;30 M;SINGLE	599722	Each	5		
	<b>Motive pumps</b>					
121	PUMP CNTRFGL:3 M;28 M/HR;53 M;40 X 25 MM	601855	Each	5		
122	PUMP CNTRFGL:2.59 M;60.1M3/HR; 80M	632360	Each	5		

## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

123	PUMP CNTRFGL:6.34 M;185.83 LPS;80.92 M	637242	Each	5		
124	PUMP CNTRFGL:2.56M ; 70.2M3/HR;37.8M	632359	Each	5		
	<b>SUB-TOTAL -SUPPLY &amp; DELIVERY OF PUMPS</b>					
<b>200</b>	<b><u>REFURBISHMENT OF PUMPS</u></b>					
	<b>FLOOR WASHING PUMP</b>					
201	PUMP CNTRFGL:SPP-BM04A/HRS4BY;2.1 M	598473	Each	10		
	<b>EFFLUENT PUMP</b>					
202	PUMP CNTRFGL:3 M;115 M3/HR;79 M;1	642902	Each	10		
	<b>FINAL EFFLUENT</b>					
203	PUMP CNTRFGL:2.32 M;81 M3/HR;29.11 M;1	650575	Each	10		
	<b>MATLA USUTU PUMP</b>					
204	PUMP CNTRFGL:9.79 M;2054 M3/HR;20 M;1	642902	Each	10		
	<b>EMULSIFIER PUMP</b>					
205	PUMP CNTRFGL:28 M;150 LPS;102 M;1	665558	Each	10		
	<b>TITANIC PUMP</b>					
206	PUMP CNTRFGL:0;600 M3/HR;37.5 M;1	666026	Each	10		
	<b>AWR PUMP 5&amp; 6</b>					
207	PUMP, CENTRIFUGAL:ASH;300 X 350 MM;1	655783	Each	10		
	<b>SLURRY PUMP</b>					
208	PUMP CNTRFGL:2.8 M;54 LPS;32 M;1450 RPM	599721	Each	10		
	<b>EAST FILTER PUMP</b>					
209	PUMP CNTRFGL:5 M;740 M3/HR;38 M;1	641280	Each	10		

## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

	<b>HP DEMIN PUMP</b>					
210	PUMP CNTRFGL:2-3 M;400 M3/HR;58 M	601856	Each	10		
	<b>POTABLE B PUMP</b>					
211	PUMP CNTRFGL:800 MM;207 LPS;10.5 M;1	643117	Each	10		
	<b>POTABLE SMALL PUMP</b>					
212	PUMP CNTRFGL:0.8;70 LPS;8 M;250 X 250 IN	643116	Each	10		
	<b>SLUICE PUMPS</b>					
213	PUMP,APE 10-12 SLUICE WATER	48153	Each	10		
	<b>Demin filter supply pump</b>					
214	PUMP CNTRFGL:470NT125-250 CCM;9.5 M	595842	Each	10		
	<b>Deep drain pump</b>					
215	PUMP CNTRFGL:6 M;90 LPS;32 M;1485 RPM;1	647350	Each	10		
	<b>Matla filter pump</b>					
216	PUMP, CENTRIFUGAL: NPSH: 21 M; CAPACITY: 250 M3/HR	693589	Each	10		
	<b>Seepage Pump</b>					
217	PUMP CNTRFGL:3 M;70 M3/HR;33 M;2930 RPM	643719	Each	10		
	<b>Fire Hydrant electric pump</b>					
218	PUMP:HORIZONTAL SPLIT CENTRIFUGAL	708848	Each	10		
	<b>Submersible pumps small</b>					
219	PUMP CNTRFGL:11 M;5 LPS;7 M;1-1/2 IN;1	649898	Each	10		
	<b>Vaalpan Pump</b>					
220	PUMP CNTRFGL:5.8 M;200 LPS;30 M;SINGLE	599722	Each	10		
	<b>Motive pumps</b>					
221	PUMP CNTRFGL:3 M;28 M/HR;53 M;40 X 25 MM	601855	Each	10		
222	PUMP CNTRFGL:2.59 M;60.1M3/HR; 80M	632360	Each	10		
223	PUMP CNTRFGL:6.34 M;185.83 LPS;80.92 M	637242	Each	10		



**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

224	PUMP CNTRFGL:2.56M ; 70.2M3/HR;37.8M	632359	Each	10		
	<b>SUB-TOTAL-REFURBISHMENT</b>					
	<b>SUMMARY</b>					
	<b>SUPPLY &amp; DELIVERY</b>					
	<b>REFURBISHMENT</b>					

## PART 3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

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## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

### 1 Description of the service

#### 1.1 Executive overview

The Scope of Work (SOW) for this contract entails Refurbishment, Supply and delivery of Auxiliary Plant pumps as stock items on an “as and when” required basis for a period of five (5) years to Kriel Power Station (PS). The equipment must be accompanied by quality control (QC) documents on delivery.

#### Centrifugal Pump Specifications

Material	Text	Quantity
598473	PUMP, CENTRIFUGAL: NPSH: 2.1 M; CAPACITY: 22 LPS; TOTAL HEAD: 75 M; SIZE: 125 X 100 MM; SPEED: 1450 RPM; STAGE: SINGLE; SPLIT CASING; PART NO: SPP-BM04A/HRS4BY; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE)	5
642902	PUMP, CENTRIFUGAL: NPSH: 3 M; CAPACITY: 115 M3/HR; TOTAL HEAD: 79 M; SIZE: 100 X 75 MM; SPEED: 2900 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR 37 KW; MOUNT: HORIZONTAL; IMPELLER DIA: 254 MM; IMPELLER MATERIAL: SS316; CASING: SS316; SHAFT: SS316; SHAFT SEALING: SS316; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
650575	PUMP, CENTRIFUGAL: NPSH: 2.32 M; CAPACITY: 81 M3/HR; TOTAL HEAD: 29.11 M; SIZE: 125 X 100 MM; SPEED: 1472 RPM; STAGE: 1; DRIVER: MOTOR ELECTRIC 15 KW; MOUNT: VERTICALLY; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
665439	PUMP, CENTRIFUGAL: NPSH: 9.79 M; CAPACITY: 2054 M3/HR; TOTAL HEAD: 20 M; SIZE: 350 X 350 MM; SPEED: 1470 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR 200KW 4P; TYPE: SPLIT CASE; SPECIFICATION: SCT; MOUNT: HORIZONTAL; PUMP MATERIAL OF CONSTRUCTION: CASING: CI; IMPELLER: BRONZE; CASING WEAR RING: BRONZE; SHAFT: SS 410; SHAFT SLEEVE: BRONZE; STUFFING BOX: MS; LUBRICATION: GREASE; MODEL NO: SCT350/39; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

665558	PUMP, CENTRIFUGAL: NPSH: 28 M; CAPACITY: 112.5 LPS; TOTAL HEAD: 102 M; SIZE: 200 X 200 MM; SPEED: 1020 RPM; STAGE: 1; TYPE: HORIZONTAL SPLIT CASING; MOUNT: FOOT; PUMPING FLUID: PORTABLE AND RAW WATER; DESIGN TEMP: 50 DEG C; OPERATING TEMP: 15-25 DEG C; DESIGN CAPACITY: 2 X 150 LPS; DIFFERENTIAL PRESSURE REQUIRED: 94.3 M; NPSH AVAILABLE: 5M(ABS); RATED EFFICIENCY: 74.5 PCT; SELF PRIMING: NO; CLOSED IMPELLER: YES; IMPELLER DIA MAX: 527 MM; IMPELLER DIA RATED: 572 MM; IMPELLER DIA MIN: 433 MM; CASING VENT: YES; CASING SUPPORT: YES; CASING DESIGN PRESSURE: 1600 KPA; TEMP: 50 DEG C; TEST PRESSURE: 2400 KPA; MECHANICAL SEAL: SPLIT RING; LUB: GREASE; BEARING SIZE AT NDE AND DE: 55 MM; IMPELLER MATERIAL: CAST IRON 0.0740 WITH NODULAR GRAPHITE; IMPELLER RING: CAST IRON 0.0740 WITH NODULAR GRAPHITE; CASING RING: GREY CAST IRON 0.06030; MODEL NO: MDE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
666026	PUMP, CENTRIFUGAL: NPSH: 0; CAPACITY: 600 M3/HR; TOTAL HEAD: 37.5 M; SIZE: 200 X 200 MM; SPEED: 1000-1500 RPM; STAGE: 1; DRIVER: MOTOR 42KW; TYPE: AUTOMATIC PRIMING DEWATERING/DRAINAGE PUMP; SPECIFICATION: D200; PUMP CASING: GREY IRON BSEN1561 GRADE EN-GJL-250; IMPELLER: CAST IRON BSEN1563 GRADE EN-GJS-450-10; WEAR PLATES: CAST IRON BSEN1563 GRADE EN-GJS-450-10; SHAFT: STEEL BS10277 GRADE C40+C; MECHANICAL SEAL: SILICON CARBIDE; NRV BODY: GREY IRON BSEN1561 GRADE EN-GJS-250; PUMP END BEARING: TAPER ROLLER; DRIVE END BEARING: TAPER ROLLER SOLIDS SIZE: MAX 55MM; SELF PRIMING LIFT: 8.8M; AIR HANDLING: 24LPS; SELPRIME ABSORBS: 2.2KW; IMPELLER TYPE: DRAINER; IMPELLER BLADES: 3; IMPELLER DIA: 328MM; INLET AND OUTLET PORTS PRESSURE: PN6; FUEL TANK CAPACITY: 322L; FUEL CONSUPTION BEP: 9.5LPH ; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
655783	PUMP, CENTRIFUGAL: TYPE: ASH; SIZE: 300 X 350 MM; STAGE: 1; CAPACITY: 500 LPS; TOTAL HEAD: 93 M; NPSH: 5-6 M; SPEED: 1481 RPM; DRIVER: ELECTRIC MOTOR; SPECIFICATION: DME 300/350; MOUNT: HORIZONTAL; SHAFT DIAMETER: 70 MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
599721	PUMP, CENTRIFUGAL: NPSH: 2.8 M; CAPACITY: 54 LPS; TOTAL HEAD: 32 M; SIZE: 300 X 200 MM; SPEED: 1450 RPM; STAGE: SINGLE; DRIVER: ELECTRIC MOTOR 40 KW; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

641280	PUMP, CENTRIFUGAL: NPSH: 5 M; CAPACITY: 740 M3/HR; TOTAL HEAD: 38 M; SIZE: 200 X 200 MM; SPEED: 1460 RPM; STAGE: 1; MOUNT: HORIZONTAL; IMPELLER DIA: 350 MM; IMPELLER MATERIAL: BRONZE; MECHANICAL SEAL; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
601856	PUMP, CENTRIFUGAL: NPSH: 2-3 M; CAPACITY: 400 M3/HR; TOTAL HEAD: 58 M; SIZE: 200 X 150 MM; SPEED: 1450 RPM; STAGE: SINGLE; DRIVER: ELECTRIC MOTOR 110 KW; MOUNT: HORIZONTAL FOOT; SHAFT DIAMETER: 42 MM; ALL FLANGE DRILLING TO BE BS 4504 TABLE 10/3 OR SANS 1123 TABLE 1000/3; 8 HOLES, 150 MM FLANGE; PCD 240 MM AND 200 MM FLANGE; PCD 295 MM; MECHANICAL SEAL; 50 MM ANTIMONY CBN/SIL CARB/EPR; IMPELLER DIA: 420MM; MATERIAL CONSTRUCTION - CASING: SS 316; IMPELLER: SS 316; SHAFT: SS 316; TEST CERTIFICATES REQUIRED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
643117	PUMP, CENTRIFUGAL: NPSH: 800 MM; CAPACITY: 207 LPS; TOTAL HEAD: 10.5 M; SIZE: 250 X 250 MM; SPEED: 960 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR 15 KW; TYPE: PORTABLE; IMPELLER DIA: 375MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
643116	PUMP, CENTRIFUGAL: NPSH: 0.8; CAPACITY: 70 LPS; TOTAL HEAD: 8 M; SIZE: 250 X 250 IN; SPEED: 730 RPM; STAGE: 1; DRIVER: MOTOR 11KW; TYPE: PORTABLE; IMPELLER DIA: 345MM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
48153	APE PUMP 10-12 WITH HORIZONTAL SPLIT CASING	5
595842	PUMP, CENTRIFUGAL: NPSH: 9.5 M; CAPACITY: 380 M3/HR; TOTAL HEAD: 50 M; SIZE: 250 X 125 MM; SPEED: 2900 RPM; STAGE: SINGLE; DRIVER: ELECTRIC MOTOR 75 KW; MOUNT: HORIZONTAL; SHAFT DIAMETER: 32 MM; TEST CERTIFICATE TO BE SUPPLIED ON DELIVERY; REFERENCE NO: 470NT125-250 CCM; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
647350	PUMP, CENTRIFUGAL: NPSH: 6 M; CAPACITY: 90 LPS; TOTAL HEAD: 32 M; SIZE: 200 X 150 MM; SPEED: 1485 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR 50 KW; TYPE: SUBMERSIBLE; MOUNT: VERTICAL; ENCLOSURE RATING: IP68; VOLUTE CASING MATERIAL: 0.6025 (GG23); IMPELLER MATERIAL: 0.7060 (GGG60); LINER MATERIAL: 0.0025 (GG25); BACK CONE MATERIAL: 0.6025 (GG25); SHAFT MATERIAL: 1.4021 (X20CR13); SEAL MOTOR SIDE: 76MM/7-TYPE-C/SC; SEAL PUMP SIDE: 50MM/M-TYPE-SC/TC; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE	5

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

	PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	
693589	PUMP, CENTRIFUGAL: NPSH: 21 M; CAPACITY: 250 M3/HR; TOTAL HEAD: 52 M; SIZE: 330 IMPELLER MM; SPEED: 1450 RPM; STAGE: ONE; DRIVER: 33 MOTOR KW; TYPE: ETANORM; SPECIFICATION: EN1092-2/DIN2532; MOUNT: FOOT MOUNTED ON BASE; SHAFT DIAMETER: 42 MM; FOR PURE FILTERED WATER TO MATLA PS AT 20 DEGREES, WTP MAINTENANCE, 0M STATIC HEAD 92KPA, FLOW RATE OF NOT LESS THAN 250M3/HR, WITH A SUNCTION OF 150MM AND DISCHARGE PORT OF 125MM, VOLUTE CASING, IMPELLER BRONZE, SHAFT CARBON STEEL, SHAFT SLEEVE 316SS & WEAR RING CAST IRON; REFERENCE NO: ETANORM 150-125-400; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
643719	PUMP, CENTRIFUGAL: NPSH: 3 M; CAPACITY: 70 M3/HR; TOTAL HEAD: 33 M; SIZE: 65 X 50 MM; SPEED: 2930 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR 11 KW; TYPE: VERTICAL ORIENTATION; IMPELLER DIA.: 160MM BRONZE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
649898	PUMP, CENTRIFUGAL: NPSH: 11 M; CAPACITY: 5 LPS; TOTAL HEAD: 7 M; SIZE: 1-1/2 IN; SPEED: 2820 RPM; STAGE: 1; DRIVER: ELECTRIC MOTOR 1.1 KW; TYPE: SUBMERSIBLE DRAINAGE; SPECIFICATION: 96001718; MOUNT: VERTICAL; SHAFT DIAMETER: 28 MM; BODY MATERIAL: SS AISI 304; IMPELLER - VORTEX SS 304; PUMPED LIQUID TEMPERATURE RANGE: 55 DEG C; MAXIMUM PARTICLE SIZE: 35MM; MOTOR INSULATION CLASS: F; MAX INSTALATION DEPTH: 7M AND ELECTRICAL CABLE LENGTH: 10M; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
599722	PUMP, CENTRIFUGAL: NPSH: 5.8 M; CAPACITY: 200 LPS; TOTAL HEAD: 30 M; SIZE: 200 X 250 MM; SPEED: 1478 RPM; STAGE: SINGLE; DRIVER: ELECTRIC MOTOR 90 KW; MOUNT: VERTICAL; SUBMERSIBLE; 4 POLE; 2-CHANNEL IMPELLER; 110 MM SOLID SIZE PARTICLES; PART NO: S2.110.200.850.4.70M.S.375.GM.D.511; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
601855	PUMP, CENTRIFUGAL: NPSH: 3 M; CAPACITY: 28 M/HR; TOTAL HEAD: 53 M; SIZE: 40 X 25 MM; SPEED: 2900 RPM; STAGE: SINGLE; DRIVER: MOTOR; MOUNT: HORIZONTAL FOOT; SHAFT DIAMETER: 24 MM; ALL FLANGES DRILLED TO BE ANSI B16.5 PCD FOR 40 MM; 4 HOLES PCD 98.4 MM FOR 25 MM; 4 HOLES PCD 79.4 MM; TEST CERTIFICATES REQUIRED; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5



**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

632360	PUMP, CENTRIFUGAL: NPSH: 2.59 M; CAPACITY: 60.1 M3/HR; TOTAL HEAD: 80 M; SIZE: 65 X 50 X 250 MM; SPEED: 2900 RPM; STAGE: SINGLE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
637242	PUMP, CENTRIFUGAL: NPSH: 6.34 M; CAPACITY: 185.83 LPS; TOTAL HEAD: 80.92 M; SIZE: 200 X 200 MM; SPEED: 1480 RPM; STAGE: SINGLE; BORNZE IMPELLER SIZE 495; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5
632359	PUMP, CENTRIFUGAL: NPSH: 2.56 M; CAPACITY: 70.2 M3/HR; TOTAL HEAD: 37.8 M; SIZE: 65 X 50 X 160 MM; SPEED: 2930 RPM; STAGE: SINGLE; VENDORS ARE RESPONSIBLE FOR ENSURING THAT THEY ARE PERFORMING AGAINST THE CORRECT DRAWING REVISION NUMBER (IF APPLICABLE).	5

*Following the issue of a task order for the Supply and Delivery of Pumps by the Employer's Representative:*

- *The Contractor must supply the pumps on an "as and when" required basis.*
- *Transport it to the Clients' premises i.e. Kriel Power Station*
- *Always have a contingency pump in case of emergency during the duration of the contract.*
- *The Contractor must then supply all the necessary documentation of tests done on the pump including certificates.*
- *The technical specification and maintenance manual of the pumps are to be supplied on delivery.*

*Following the issue of a task order for the Collection, Refurbishment and Delivery by the Employer's Representative:*

- *The Contractor must collect the pump an "as and when" required basis.*
- *Refurbish the pump taking cognisance of the requirements in xxx*
- *Transport it to the Clients' premises i.e. Kriel Power Station*
- *Always have a contingency pump in case of emergency during the duration of the contract.*
- *The Contractor must then supply all the necessary documentation of tests done on the pump including certificates.*

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

**Table 2: Centrifugal Pump List**

<b>Item Number</b>	<b>Description</b>
598473	<b>FLOOR WASHING PUMP</b> PUMP CNTRFGL:SPP-BM04A/HRS4BY;2.1 M
642902	<b>EFFLUENT PUMP</b> PUMP CNTRFGL:3 M;115 M3/HR;79 M;1
650575	<b>FINAL EFFLUENT</b> PUMP CNTRFGL:2.32 M;81 M3/HR;29.11 M;1
665439	<b>MATLA USUTU PUMP</b> PUMP CNTRFGL:9.79 M;2054 M3/HR;20 M;1
665558	<b>EMULSIFIER PUMP</b> PUMP CNTRFGL:28 M;150 LPS;102 M;1
666026	<b>TITANIC PUMP</b> PUMP CNTRFGL:0;600 M3/HR;37.5 M;1
655783	<b>AWR PUMP 5&amp; 6</b> PUMP, CENTRIFUGAL:ASH;300 X 350 MM;1
599721	<b>SLURRY PUMP</b> PUMP CNTRFGL:2.8 M;54 LPS;32 M;1450 RPM
641280	<b>EAST FILTER PUMP</b> PUMP CNTRFGL:5 M;740 M3/HR;38 M;1
601856	<b>HP DEMIN PUMP</b> PUMP CNTRFGL:2-3 M;400 M3/HR;58 M
643117	<b>POTABLE B PUMP</b> PUMP CNTRFGL:800 MM;207 LPS;10.5 M;1
643116	<b>POTABLE SMALL PUMP</b> PUMP CNTRFGL:0.8;70 LPS;8 M;250 X 250 IN
48153	<b>SLUICE PUMPS</b> PUMP,APE 10-12 SLUICE WATER
595842	<b>DEMIN FILTER SUPPLY PUMP</b> PUMP CNTRFGL:470NT125-250 CCM;9.5 M
647350	<b>DEEP DRAIN PUMP</b> PUMP CNTRFGL:6 M;90 LPS;32 M;1485 RPM;1
693589	<b>MATLA FILTER PUMP</b> PUMP, CENTRIFUGAL: NPSH: 21 M; CAPACITY: 250 M3/HR
643719	<b>SEEPAGE PUMP</b> PUMP CNTRFGL:3 M;70 M3/HR;33 M;2930 RPM
649898	<b>SUBMERSIBLE PUMPS SMALL</b> PUMP CNTRFGL:11 M;5 LPS;7 M;1-1/2 IN;1
599722	<b>VAALPAN PUMP</b> PUMP CNTRFGL:5.8 M;200 LPS;30 M;SINGLE

# Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

601855	<b>MOTIVE PUMPS</b> PUMP CNTRFGL:3 M;28 M/HR;53 M;40 X 25 MM
632360	PUMP CNTRFGL:2.59 M;60.1 M3/HR;80 M
637242	PUMP CNTRFGL:6.34 M;185.83 LPS;80.92 M
632359	PUMP CNTRFGL:2.56 M;70.2 M3/HR;37.8 M

## Test documentation and guarantees

### SUPPLY AND DELIVERY OF AUXILIARY PLANT PUMPS AS SPARES

*The following documentation must be supplied to the Employer's Representative before a pump will be accepted to site:*

- *Pump performance curve obtained during test run.*
- *Applicable guarantee/warranty.*
- *Letter from OEM that the pumps has passed their QC final checks*

### COLLECTION, REFURBISHMENT AND DELIVERY OF REFURBISHED PUMPS

#### **Refurbishment Instruction:**

- *It is expected that the contractor charge Eskom R0.00 for strip and quote as they expected to perform repairs on the pumps mentioned under this contract.*
- *The contractor to strip the pump in the present of an appointed Eskom QC Inspector/Engineer to determine failed components.*
- *The contractor to submit Breakdown report with Quotation for repairs for the release of task order*

***NB: no repairs to commence prior the release of task order & no pump to be stripped in the absent of Eskom representative.***

- *The contractor to submit QCP with hold-Point to Eskom Engineer for approval, then repairs can commence*
- *Once a pump has passed all hold points and has been assembled, it must undergo a test run. During the test, the pump performance at various heads must be noted and documented in order to draw a pump performance curve.*
- *The following documentation must be supplied to the Employer's Representative before a pump will be accepted to site:*
  - *Pump performance curve obtained during test run.*
  - *Applicable guarantee/warranty.*

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

**Scope for Refurbishment include but does not limit the following:**

- *Shaft Replacement*
- *Impeller replacement & Balancing (Impeller trimming if needed)*
- *Bearing replacement*
- *Seal replacement*
- *Casing sandblasting*
- *Replacement of all consumables*

***NB: In a possibility of casing cracks or leaks, no repairs should continue with that condition. New casing will be required. Furthermore, the cost of repair should not exceed 70% of the new purchase.***

**General requirements**

**Spares List**

- *The Contractor to submit list of recommended maintenance strategy by OEM.*
- *Starting and the end date of the service period.*

**Lead Time**

*The Contractor to indicate the lead time for delivery of spares to Kriel Power Station following the issuing of a valid task order.*

*The Contractor to indicate the lead time for collection of a pump refurbishment from Kriel Power Station following the issuing of a valid task order.*

**Serial Numbers:**

*Serial Numbers will not be issued to any tenderers as this contract is open to everyone and not directed to any OEM or Supplier. Tenderer to use Specification given on the Scope of Work*

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

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

**The contractor to provide a service report after each and every Repair completed.**

**Service Information**

Task orders will be issued by the *Service Manager* on an "as and when" required basis. The liability of the *Employer* is limited to the total of the Prices stated in the specific Task Order and not the total Price stated in the Service Information. The *Employer* is not obliged to issue any Task Order to the *Contractor* despite the *Contractor* being awarded the contract.

Emergency Task Orders may be given at any time by the *Service Manager* and different conditions needs to be adhered to as per 2.13 Management of work done by Task Order

*Contractor* to adhere to the following documentation within the Service Information:

- ORHVS – Regulations – EPC – 32-846
- 36-681 Rev01 – Plant Safety Regulations
- Driven Machinery Regulations 1988
- Project Controls Requirements – 240-85065548
- RSR0001

Electrical Installation Regulations to be adhered to, all electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued

## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

### 1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
NEC	New Engineering Contract
TSC	Term Service Contract
CDSS	Contractor Document Submission Schedule

## 2 Management strategy and start up.

### 2.1 The *Contractor's* plan for the service

The *Contractor* will submit a plan to the *Service Manager* for acceptance within the period stated in the service agreement.

Requirements which are to be incorporated into the *Contractor's* plan:

- Document 240-85065548 requirements
- Level 4 plan when Task Order is provided to the *Contractor*

### 2.2 Management meetings

Contractors yard visit will be conducted as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Damage spares verification	visit to take place as soon as the pump is taken from site	<i>Contractors Yard</i>	<i>Quality Inspector and End-user</i>
Repair progress and feedback	Weekly basis during ( will be confirmed by end-user and contractor)	<i>MS Team/ Email or Telephonically</i>	<i>Quality Inspector and End-user</i>
Final Quality Check/Approval	visit to take place as soon as the pump is repaired  The visit will require pump operational testing, Certification of tests, balancing, shaft straightness and colour coding	<i>Contractors Yard/ Test Bay</i>	<i>Quality Inspector and End-user</i>

If the *Contractor* can't attend any meeting his feedback should be formally communicated through to the *Stores Manager/End-user*.

## **Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

The *Contractor* will provide a detailed feedback report (QCP) on a daily basis during Repairs providing accurate feedback on the status of *service* carried out by the *Contractor*. This report should indicate accurate progress of *service* and if any constraints are experienced, the *Contractor* to communicate with the *Service Manager* and mitigate the risks with action plans.

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**

The *Contractor* to provide a key list of personnel who will carry out the work with their qualifications attached. A company organogram will be needed by the *Service Manager* to communicate accordingly to comply with the NEC3 Term Service Contract communication structures. *Contractor* to refer to Kriel Power Station Contractor SHE Requirements RSR0001

### **2.4 Provision of bonds and guarantees**

Not Applicable

### **2.5 Documentation control**

Documentation requirements covers the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project. Not only must these documents be comprehensive and complete but comply with strict document control and revision procedures.

The *Contractor* is responsible to plan the supply of the documentation during the various project stages and to provide the documentation in accordance with the Contractor Document Submission Schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.

All the drawings issued by the *Employer* for this contract is copyright protected and are not to be copied by the *Contractor*.

It is the responsibility of the *Contractor* to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the *Contractor* to the drawing office at Kriel Power Station.

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*.

All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware.

All Communications will be filed and kept on site at all times as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

## Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years

### Contractor Document Submission Schedule (CDSS)

Document Name/Description	Date/Time documents to be submitted
A programme in Primavera format as referred to document number (240-85065548)	One week after receipt of Task Order
Baseline risk assessment	One week after receipt of Task Order
QCP's	One week after receipt of Task Order
Contractor's Safety file	Two weeks before start of work
Inspection report	24 hours after stripping activity
Daily progress report	After Every Shift
Technical report and data pack	Within 14 days of completion of the services

## 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:

Eskom Holdings SOC Ltd  
Reg. No. 2002/015527/30  
Accounts Payable  
Kriel Power Station  
Private Bag X5009  
Kriel 2271

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.

All invoices are hand delivered to the Kriel Finance Department (Account payables) 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

*Contractor* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

*Contractor* is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms:

### 2.6.1 Service related invoices

- Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)



**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

- e) *Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the service has been rendered and the Assessment/Payment certificate signed
- f) *Contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

**2.6.2 Goods Delivered Invoices**

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

**2.6.3 Invoices linked to commodity prices**

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

**2.6.4 Retention Invoices**

Not Applicable

**2.6.5 Foreign exchange Invoices**

Not Applicable

**2.6.6 General Information related to Eskom Invoices**

- a) *Contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or hand written on the invoice).
- b) Eskom Purchase Order number must appear on invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom for more than 3 times without a contract being established.

Note:

1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.

## **Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

2. Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
- 3.

Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct

### **2.7 Contract change management**

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination.

If the *Employer's Service Manager* authority change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

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

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log and this will be submitted to the *Service Manager* for his signature at the end of shift. The log will include but not be limited to the following:

- Date and day
- Weather
- Site Conditions
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period

Any communication and documentation during this service agreement to be filed in the contract file. This file is in the possession of the *Service Manager* at all times.

### **2.9 Insurance provided by the Employer**

As stated in Contract Data and as per Annexure A within this Service Agreement.

### **2.10 Training workshops and technology transfer**

The *Service Manager* may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme, and reflect the required manufacturing completion dates.

The *Contractor* should create a schedule for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*.

This training should be relevant for the *Employer's* employees to perform front line fault finding or maintenance.

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**2.11 Design and supply of Equipment**

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the *Service* efficiently and without delay.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.

The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

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

**2.12.1 Equipment**

None

**2.12.2 Information and other things**

The *Contractor* has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the *Employer* to provide the *service*.

At the end of the *service* period the *Contractor* returns all Equipment and surplus materials to the *Employer*. Provides items of equipment for the *Employer's* use as stated in the Service Information and provides information and other things as stated in the Service Information.

**2.13 Management of work done by Task Order**

A Task is work within the *service* which the *Service Manager* may instruct the *Contractor* to carry out within a stated period of time.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the *service agreement* is in accordance with the Task Order issued

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

No Task Order is issued after the end of the service period.

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

**When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:**

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
- Provide a schedule within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

### **3 Health and safety, the environment and quality assurance**

#### **3.1 Health and safety risk management**

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 2003 (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.

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.

#### **3.2 Environmental constraints and management**

All service providers appointed to render any services within Eskom Kriel Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the *Contractor* shall comply with during the *service*. The service provider together with Eskom's Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement is reached.

The service provider shall then commence with the *service* but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Kriel Power Station and any service providers.

It should always be noted that Kriel Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Kriel Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The Contractor must consult with Kriel Environmental section on a regular basis for on-going assistance and advices.

The EMS shall clearly cover the following areas as per ISO 14001;

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation( e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.

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- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the Contractor or by *Service Manager*) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Kriel Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

**Environmental Management Programmes**

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

**Audits**

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

### **3.3 Quality assurance requirements**

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Service Manger* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Project Manager*. The *Contractor*, in conjunction with *the Service Manger* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Service Manger* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and sub contracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

## **Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

### **3.3.1 Contract Quality Management Plan Requirement**

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

### **3.3.2 Quality Control Plan**

The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the Contractor has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Service Manager*.
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

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The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

*Employer* may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its work places and on its employees.
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2) - Employer

OHS Act, GMR 2(1) - Supervision of Machinery

OHS Act, GMR 2(7) - Assist the designated person

OHS Act, CR 6(1) – Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)

OHS Act, CR 6(2) – Assistant Construction Supervisor

OHS Act, Section 17 - Health and Safety Rep

OHS Act, GAR 9 – Incident investigation

OHS Act, CR 12 – Demolition work

OHS Act, CR 19 – Explosive Powered Tools

OHS Act, CR 22 – Electrical installations and machinery

OHS Act, GSR 3 – First Aiders



**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

## **4 Procurement**

### **4.1 People**

#### **4.1.1 Minimum requirements of people employed**

As per the accepted resource plan submitted to the *Service Manager*.

KRIEL PERMIT to Work System

The *Contractor* will ensure that he/she is informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that he/she at all times comply to the requirements of these Regulations.

The *Contractor* will ensure that all his supervisors who are directly involved with Eskom's Permit to Work System, shall be trained and on successful completion of Kriel's authorization / evaluation process will be authorized as "Responsible Persons".

The Responsible Person shall ensure that:

- The conditions of permits and cautionary notices are strictly adhered to
- The lockout procedures, mechanical as well as electrical, are strictly adhered to and any deviations shall be corrected immediately
- The safe work procedures as laid down by Kriel Power Station and as determined by the Risk Assessment, shall be followed
- The workers register and cautionary notices are discussed daily with workers

#### **4.1.2 BBBEE and referencing scheme**

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.

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

Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to provide the *service*.

Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

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

Not Applicable

## **4.2 Subcontracting**

#### **4.2.1 Preferred subcontractors**

The *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with.

If the *Contractor* subcontracts work, he is responsible for providing the *Service* as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment where the *Contractor's*.

**Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

**4.2.2 Subcontract documentation, and assessment of subcontract tenders**

When the *Contractor* uses a Subcontractor he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as *service* should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the kick off meeting.

**4.2.3 Limitations on subcontracting**

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the *Contractor* to Provide the *Service*.

The *Contractor* does not appoint a Subcontractor until the *Service Manager* accepted them.

**4.2.4 Attendance on subcontractors**

The Subcontractor should attend all morning feedback Outage meetings to provide accurate feedback on the progress of *service*. Assessment meetings between *Service Manager* and the *Contractor* should be avoided by the Subcontractor.

**4.3 Plant and Materials**

**4.3.1 Specifications**

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

**4.3.2 Correction of defects**

The *Contractor* needs to correct a Defect within 24 hours.

**4.3.3 Contractor's procurement of Plant and Materials**

Meeting prior to Outages taking place between the Parties to establish lead times for required items.

The *Contractor* to have at least a minimum of two units critical spares at any given time during the service agreement.

The *Service Manager* will indicate to the *Contractor* what spares to be purchased prior to an Outage.

The *Contractor* will create a program based on lead times of spares.

**4.3.4 Tests and inspections before delivery**

The *Contractor* does not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passes the test or inspection.

All holding points on QCP should have been adhered to and signed off by both parties before accepting any material or goods on site.

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

Spares will be provided by the *Employer*, the *Contractor* to procure spares on the instruction of the *Service Manager*

## **5 Working on the Affected Property**

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

- The *Contractor* applies for temporary access permits (Contractor's Permit) at the Security gate, prior to the Possession Date.
- The *Contractor* provides all PPE to his employees' overalls and hard hats should have the *Contractor's* company logo clearly displayed.
- The *Contractor* personnel are required to be in possession of a Contractor's Permit at all times.
- All *Contractor* personnel are issued with a temporary access permit (Contractor's Permit) which contains the following information:
  - Name
  - ID Number
  - Company
  - Validity date
- All Contractors' permits are submitted to Protective Services when the workers leave the site after completion of the *service*.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602
- The list, identified with the Contractor's name, contains the following information:
  - Employee Name
  - Employee ID Number
  - Eskom Safety Co-ordinator signature
  - *Service Manager* signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the *service*.
- The Contractor's visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the *Contractor's* Site Manager and approved by the Employers Representative, one day before the visit and submitted to the *Employer's* Protective Services office.
- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only Contractor's vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the Employers Representative.
- The Contractor is restricted to the working areas associated with his place of work.
- The Contractor is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.

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- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

**5.1.2 Eskom Life Saving Rules:**

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

Rule 1: Open, Isolate, Test, Earth, Bond, And / Or Insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.)

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

- Kriel Power Station Health and Safety Standards
- Specifications for Contractors attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderer to compile a Health & Safety plan that has to be approved by the Employer prior to commencement of work.
- Compliance with Eskom & Kriel No Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Kriel Risk Management Department
- *Employer's* site regulations, covering the following:
- Clean lines
- Storage of material
- Safety precautions and fire prevention
- Permits to work
- Other *Contractor's* work
- Representation of *sub-contractors*
- Constant Supervision for hot work
- Handing over of *service*
- *Contractor's* Site
- Disposal of waste, oil residue and sludge
- Hot Work permit for welding
- Working at heights
- Working in and around an area that contains flammable substances
- Testing for combustible gases
- Availability of fire extinguishers when working in an area that contains flammable
- Substances

## **Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

### **5.2 People restrictions, hours of work, conduct and records**

The *Contractor* provides the necessary resources to carry out the *service* as stated in the Service Information.

The *Contractor* provides everything to carry out the Service Information provided by the *Employer* is stated in this Service Agreement. Anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work.

It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to all records of the *Contractor* and Subcontractor at any time when deemed necessary.

The *Contractor* provides all PPE to his employees' overalls and hard hats should have the *Contractor's* company logo clearly displayed.

### **5.3 Health and safety facilities on the Affected Property**

Please refer to SHE Requirements for Contractors – Refer to RSR0001

### **5.4 Environmental controls, fauna & flora**

General environmental requirements referred to in section 3 above, Kriel Power Station ISO14001

### **5.5 Cooperating with and obtaining acceptance of Others**

Work will be carried out as per Outage Integrated schedule.

### **5.6 Records of Contractor's Equipment**

The *Contractor* will at all times keep record of his equipment and hired equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All Equipment including hired should be inspected and approved before accepted on site.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

### **5.7 Equipment provided by the Employer**

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

### **5.8 Site services and facilities**

#### **5.8.1 Provided by the Employer**

N/A

## **Refurbishment, Supply and Delivery of Auxiliary Plant Pumps on An as and When Required Basis for a Period of Five Years**

### **Refuse Disposal**

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge. Bins that do not accommodate waste of the *Contractor* should be disposed by the *Contractor* himself.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

### **Supply of Electricity**

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

#### **5.8.2 Provided by the *Contractor***

- The *Contractor* shall provide, for his own use adequate size offices.
- A cleaning service must also be provided.
- The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.
- Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety Standards and Kriel standard PSR 010, and shall be maintained in safe and proper working condition.
- The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

### **Medical Facilities**

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life threatening situations.
- The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

### **Site Location**

- The *Contractor* need to request site establishment space from the *Service Manager*. (The exact position and space will be determined at Contract Date).
- The boundary of the site is within the Power Station boundary fences.
- The *Contractor* is to mark the boundaries of his site clearly.
- The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- The *Contractor* shall not occupy any site area other than that located to him
- On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

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- If the *Contractor's* site is untidy the *Employer* may request another contractor to clean the *Contractor's* yard. The Contractor will be liable for the cost incurred to clean his yard.

### **Contractor's site requirements**

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete duration of the *service*  
Including the following:
- The *Contractor's* yard should adhere to sound housekeeping,
- Any damage to installed lighting is repaired at the *Contractor's* expense.
- The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
- Hazardous Substances to be contained as per Eskom requirements.
- Transportation on and off site
- Communications to be provided by the *Contractor*
- Compressed air and gases
- Maintenance of lay-down and storage areas
- Electric panels and distribution wiring for erection and within Contractor's yard
- Security of Contractor's yard

### **Accommodation**

The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*. Designated eating area for the *Contractors* will be provided on site, Service Manager will advise where this space is at Contract Date.

## **5.9 Control of noise, dust, water and waste**

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, must be handled in accordance with the minimum requirements for the Handling and Disposal of hazardous waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area

No hazardous waste may be stored for a period of more than 90 days on the Kriel Power Station's premises. Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.

Ensure that the *Contractor's* site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap is to be cleared from Site daily.

## **5.10 Hook ups to existing works**

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the Health and safety risk management of Kriel Power Station. Refer to RSR0001 heading 5.7

## **5.11 Tests and inspections**

### **5.11.1 Description of tests and inspections**

The *Contractor* gives at least 48 hours in advance notification to the Supervisor or the Authority for inspection/test and hold or witness points, which require their attendance. The *Contractor* confirms readiness for inspection at least 24 hours prior to the test.

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the Supervisor.

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The *Contractor* shall ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible. All inspection arrangements with Kriel Power Station Engineering Department will be made 24 hours in advance.

**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



## C4: Site Information

### PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	

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## **PART 4: SITE INFORMATION**

### **General description**

The Kriel Power Station is situated approximately half way between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

Kriel Power Station is situated in a summer rainfall area with an average annual precipitation of about 750 mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 130 mm. June has the lowest rainfall with an average monthly rainfall of about 7 mm.

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150 mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lightning and strong (but short-lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in South Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually.

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18, 5°C maximum to -1°C minimum. The extreme temperatures recorded range from 34, 7°C to minus 12, 4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

Winds are generally light to moderate except during thunderstorms. Generally the prevailing wind directions are from the North West during the day and from the east at night. During daytime, the prevailing winds are from the north-western direction. During night-time, the prevailing winds are from the north-eastern direction. The highest recorded average wind speed is 17, 6 km/hour. The average wind velocity over the year is 14, 5 km/hour.

(Source: Brewer & Conlin, 1996, Reference 4, page 2.5.)

### **Existing buildings, structures, and plant & machinery on the Site**

Not applicable. The *Contractor* to specify any information required if necessary.

### **Subsoil information**

Not applicable. The *Contractor* to specify any information required if necessary.

### **Hidden services**

All known services will be brought to the attention of the Contractor by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

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**Other reports and publicly available information**

*The assumed 1 in 10 year rainfall figures are:*

<b>Month</b>	<b>Cumulative rain (mm)</b>	<b>No of days with rainfall &gt; 10mm</b>
January	200	6
February	150	6
March	120	5
April	110	4
May	40	3
June	20	2
July	30	2
August	30	2
September	60	3
October	140	6
November	160	7
December	170	6